

155

NAME -- HARBOR RIDGE CONDOMINIUM NO. /

STATE OF ILLINOIS

PURSUANT TO THE CONDOMINIUM PROPERTY ACT OF THE

PREMISES AT ROUTE 59 AND GRASS LAKE ROAD,
ANTIOCH (LAKE VILLA) TOWNSHIP, LAKE COUNTY, ILLINOIS

OF

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP

D E C L A R A T I O N

1920599

MAY 31 1978

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"HARBOR RIDGE CONDOMINIUM NO. /"

for

EASEMENTS, RESTRICTIONS AND COVENANTS

and of

DECLARATION OF CONDOMINIUM OWNERSHIP

1920599

WHEREAS, the Declarant is the record owner of the following described real estate:
The Real Estate described on Exhibit "A",
attached hereto and forming a part hereof;

W I L I A M S E T H : T H A T

THIS DECLARATION made and entered into by CENTRAL NATIONAL BANK IN CHICAGO, a National Banking Association, as Trustee under Trust Agreement dated June 4, 1976, and known as Trust No. 21825, and not individually, for convenience hereinafter referred to as the "Declarant",

"HARBOR RIDGE CONDOMINIUM NO. / "

for

EASEMENTS, RESTRICTIONS AND COVENANTS

and of

DECLARATION OF CONDOMINIUM OWNERSHIP

to promote and protect the cooperative aspect of ownership and to set forth, all of which are declared to be in furtherance of a plan to, the rights, easements, privileges, and restrictions hereinafter the benefits of, and shall at all times hold their interests subject

acquiring any interest in the property shall at all times enjoy that the several owners, mortgagees, occupants, and other persons

WHEREAS, the Declarant has further elected to declare

respect to the proper use, conduct and maintenance thereof; and

certain mutually beneficial restrictions and obligations with certain easements and rights in, over and upon said premises and

which shall be known as "Harbor Ridge Condominium No. /",

future owners or occupants of the property, or any part thereof,

the benefit of such Declarant and for the mutual benefit of all

WHEREAS, the Declarant has elected to establish, for

from time to time; and

"Condominium Property Act" of the State of Illinois, as amended

"CONDOMINIUM", and to submit the property to the provisions of the

that certain type or method of ownership commonly known as

Declarant and by each successor in interest of Declarant, under

thereto (hereinafter called the "property"), to be owned by

and all rights and privileges belonging or in anywise pertaining

improvements and other permanent fixtures of whatsoever kind thereon,

to cause said real estate together with all buildings, structures,

WHEREAS, it is the desire and intention of the Declarant

of the aforesaid trust; and

constructed or intended to be constructed by the beneficiaries

(Lake Villa) Township, is the site of certain residential units

of Grass Lake Road and west of Route 59 (Illinois) in Antioch

WHEREAS, the above described real estate, located south

and

facilitate the proper administration of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property;

NOW, THEREFORE, CENTRAL NATIONAL BANK IN CHICAGO, a National Banking Association, as Trustee aforesaid and not individually, as the record owner of the real estate hereinbefore described, and for the purposes above set forth DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Declaration: This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.

Parcel:

All of the real estate above described. A Building located on the Parcel containing one or more Units, as more specifically hereafter described in Article II.

Building:

Property:

All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit owners.

Unit:

A part of the property within a Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.

Common Elements:

All of the Property except the Units.

Unit Ownership:

A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

Parking Area:

The part of the Common Elements provided for parking automobiles, including indoor parking areas, as shown on Exhibit "B" attached hereto, but not including parking garages constituting part of the Unit.

No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

2. Certain Structures Not Constituting Part of a Unit.

1. Description and Ownership. All Units in the Building(s) located on the Parcel are delineated on the surveys attached hereto as Exhibit "B" and made a part of this Declaration. It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "B". The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in Exhibit "B". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "B", and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Condominium Property Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "B".

UNITS

ARTICLE II

<p>Person or persons, other than an Owner, in possession of a Unit.</p>	<p><u>Occupant:</u></p>
<p>The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit hereof, unless otherwise specifically provided therein the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.</p>	<p><u>Owner:</u></p>
<p>A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.</p>	<p><u>Person:</u></p>
<p>A part of the Property within the Parking Area intended for the parking of a single automobile.</p>	<p><u>Parking Space:</u></p>

The property is hereby submitted to the provisions of the "Condominium

1. Submission of Property to "Condominium Property Act".

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

ARTICLE IV

attached hereto.

of ownership in the Common Elements is as set forth in Exhibit "C" Declarant has so determined each Unit's corresponding percentage approval of all Owners or except as otherwise provided herein. The shall remain constant, and may not be changed without unanimous shall be expressed by a percentage amount and, once determined, and run with his Unit. The extent or amount of such ownership permitted by this Declaration, which right shall be appurtenant to of his Unit as a place of residence, and such other incidental uses Common Elements for all purposes incident to the use and occupancy wise limited in this Declaration, shall have the right to use the with all the other Owners of the Property, and, except as other-

an undivided interest in the Common Elements as a tenant in common 2. Ownership of Common Elements. Each Owner shall own

walls, floors and ceilings as are not located within the Units. utility installations to the outlets, and such component parts of (if any), pipes, ducts, flues, chutes, conduits, wires and other area is part of a Unit), common heating and air-conditioning units Building, basement, Parking Area (except in cases in which a parking lobbies, corridors, storage areas, roof, structural parts of the elevators (if any), entrances and exits, halls, balconies, patios, foregoing, the Common Elements shall include the land, stairways, Property except the Units. Without limiting the generality of the provided, the Common Elements shall consist of all portions of the 1. Description. Except as otherwise in this Declaration

COMMON ELEMENTS

ARTICLE III

encroachment or use of the Common Elements be created in favor of provided, however, that in no event shall a valid easement for any so long as all or any part of the Building shall remain standing; the benefit of such Unit and the Common Elements, as the case may be, of the Common Elements are hereby established and shall exist for easements for the maintenance of such encroachment and for such use encroach or shall hereafter encroach upon any part of any Unit, valid systems, any main pipes, ducts or conduits serving more than one Unit if by reason of the design or construction of utility and ventilation the use or enjoyment of the Common Elements by other Unit Owners, or, appurtenant to said Unit, which will not unreasonably interfere with or occupy any portion of the Common Elements for any reasonable use of any Unit, it shall be necessary or advantageous to an Owner to use part of another Unit, or, if by reason of the design or construction any part of any Unit encroaches or shall hereafter encroach upon any or shall hereafter encroach upon any part of the Common Elements, or encroach upon any part of any Unit, or any part of any Unit encroaches any part of the Common Elements encroaches or shall hereafter en- by reason of the construction, settlement or shifting of a Building, 3. Easements. (a) Encroachments. In the event that,

therein.

even though the latter is not expressly mentioned or described other shall be deemed and taken to include the interest so omitted instrument purporting to affect the one without including also the such combined ownership. Any such deed, mortgage, lease or other Elements, it being the intention hereof to prevent any severance of Unit and his corresponding percentage of ownership in the Common Unit Ownership without including therein both his interest in the deed, mortgage, lease, or other instrument affecting title to his 2. No Severance of Ownership. No Owner shall execute any

Property Act" of the State of Illinois.

may be established by the Board, as hereinafter provided, or unless or patio in any manner contrary to such rules and regulations as decorate, fence, enclose, landscape, adorn or alter such balcony patio adjoining the Unit; provided, however, that no Owner shall its Owner, consisting of the right to use and occupy the balcony or hereby declared and established for the benefit of each Unit and (c) Balconies and Patios. A valid exclusive easement is

or in part within the Unit boundaries. through the walls of a Unit, whether or not such walls lie in whole conduits, public utility lines or structural components running lay, operate, maintain, repair and replace any pipes, wires, ducts, going. Easements are also hereby declared and granted to install, Owner, such instruments as may be necessary to effectuate the fore- acknowledge and record or register, for and in the name of such hereby grants the Board an irrevocable power of attorney to execute, along and on any portion of said Common Elements, and each Owner for utility purposes for the benefit of the Property over, under, called the "Board" may hereafter grant other or additional easements the Property for said purpose. The Board of Managers (hereinafter together with the reasonable right of ingress to and egress from for the purpose of providing utility services to the Property, apparatus and other equipment, into and through the Common Elements and maintain conduits, cables, pipes, wires, transformers, switching granted the right to lay, construct, renew, alter, remove, operate and all other public utilities serving the Property are hereby

Company, Commonwealth Edison Company, Northern Illinois Gas Company (b) Utility Easements. Illinois Bell Telephone

Owner. other Owners and if it occurred due to the willful conduct of any Interes with the reasonable use and enjoyment of the Property by the any Owner if such encroachment or use is detrimental to or inter-

he shall first obtain the written consent of said Board so to do.

(d) Parking Area. The Parking Areas as shown on Exhibit "B" attached hereto shall be part of the Common Elements. The Parking Areas shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time. The Declarant hereby reserves the right, until sale and conveyance of all Unit Ownerships, to sell and grant to any Owner and to no other person an easement for the perpetual and exclusive use of at least one designated Parking Space (but not more than two such exclusive Parking Spaces for any Owner), which easement shall be deemed to be appurtenant to and pass with the title to the Unit to which appurtenant (and in no other manner) even though not expressly mentioned in the document passing title to the Unit. The Declarant shall, in the event of exercise of such reserved right, give the Board notice thereof and the name of the Owner to whom the Declarant has granted the easement, which notice shall be conclusive upon the Board and all Owners as to the rights of the Owner designated in such notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the property allocated to parking purposes to Owners, and the Board may in any event prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit and may, additionally, operate any Parking Areas itself or lease any Parking Areas for operation by others upon such terms as it may deem fit. All revenue received by the Board or by the "Association" (as defined in Article V, Section 2 hereof) from any said Parking Areas, less operation expenses thereof, if any, shall be applied in accordance with the By-Laws. Such exclusive use and possession given an Owner or Owners shall be subject to such rules and regulations as the Board may deem fit to impose, which may include a requirement that such exclusive use and

Owner shall have the right or authority to mortgage or otherwise with his respective ownership interest in the Common Elements. No the right to mortgage or encumber his own respective Unit, together (g) Separate Mortgages of Units. Each Owner shall have

and set forth in their entirety in such documents. completely as though such easements and rights were recited fully trustees of such part or portion of the Property as fully and easements and rights to the respective grantees, mortgagees and this Declaration, shall be sufficient to create and reserve such rights described in this Article, or described in any other part of or trust deed or other evidence of obligation, to the easements and Reference in the respective deeds of conveyance, or in any mortgage having an interest in the Property, or any part or portion thereof. and assigns, and any Owner, purchaser, mortgagee and other person to the benefit of and be binding on the undersigned, its successors perpetually in full force and effect, and at all times shall inure described herein are easements appurtenant, running with the land, (f) Easements to Run with Land. All easements and rights

due to the negligence of the Board and/or the Association. not be responsible for any loss or damage thereto whether or not not be considered the bailee of such personal property and shall perty in such storage area. The Board and the Association shall prescribe. Each Owner shall be responsible for his personal pro- manner and subject to such rules and regulations as the Board may of such area shall be allocated among the respective Owners in such be part of the Common Elements, and the exclusive use and possession Owners' personal property, outside of the respective Units, shall (e) Storage Area. Any storage area in a Building, for

an Owner rather than a Common Expense. portion of the Common Elements subject thereto as an expense of possession encompass the obligation to clean and maintain that

for, at his own expense:

paragraph (a) above, each owner shall furnish and be responsible

(b) By the Owner. Except as otherwise provided in

of this Declaration.

responsibility of an individual Owner under any other provision

be located at or beyond the wall outlets, or which may be the

Article II, exclusive of any portions of the foregoing which may

which may be located within the Unit boundaries as specified in

wiring and other facilities for the furnishing of utility services

shall maintain, repair and replace all conduits, ducts, plumbing,

floor surfaces. In addition, the Association, through the Board,

of the Building, excluding, however, interior wall, ceiling and

those portions, if any, of each Unit which contribute to the support

shall be responsible for the maintenance, repair and replacement of

(a) By the Board. The Board, at the Association's expense,

4. Maintenance, Repairs and Replacement of Units.

billed to each user by the respective utility company.

electricity and other utilities which are separately metered or

(i) Utilities. Each Owner shall pay for his own telephone,

ownership interest in the Common Elements.

share thereof in accordance with his respective percentage of

the Property as a whole, then each Owner shall pay his proportionate

such taxes are not separately taxed to each Owner, but are taxed on

Elements, as provided in the Act. In the event that, for any year,

Unit and his corresponding percentage of ownership in the Common

real estate taxes are to be separately taxed to each Owner for his

(h) Separate Real Estate Taxes. It is intended that

the Common Elements as aforesaid.

except his own Unit and his own respective ownership interest in

encumber in any manner whatsoever the property or any part thereof,

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(1) All of the maintenance, repairs and replacements within his own Unit and of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other electrical fixtures, and heating, plumbing and air-conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Article II, provided, however, such maintenance, repairs and replacements as may be required for the functioning of the heating system and the plumbing within the Unit, and for the bringing of water, gas and electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. Each Owner who shall elect to install in any portion of his Unit hard surface floor covering (i.e., tile, slate, ceramic, etc.) shall be first required to install a sound-absorbent undercushion of such kind and quality as to prevent the transmission of noise to the Unit below. The interior and exterior surfaces of all windows forming

5. Negligence of Owner. If, due to the negligent act or omission of an Owner, or of a member of his family or household pet

to in writing in advance by the Board or Association. formed or paid for, unless the same shall have been agreed Board or Association, but which the Owner himself has per- Owner for any work, ordinarily the responsibility of the shall have a claim against the Board, Association or another withstanding anything hereinabove to the contrary, no Owner proceeds under policies of insurance. In addition and not- entitled to the benefit of any construction guarantee or construction of the property, nor because they may become latent or patent defect in material or workmanship in the maintenance, repair or replacement is required to cure a discharged or postponed by reason of the fact that any such and Owners set forth in this Declaration shall not be limited, negligence. The respective obligations of the Association liability shall be limited to damages resulting from Association for maintenance, repair and replacement, but its construed to impose a contractual liability upon the Board or of the Common Expenses. Nothing herein contained shall be by the Board, shall be furnished by the Association as part tenance, repair or replacement work on the Common Elements damage to existing decorating of such units caused by main- redecorating of units to the extent made necessary by any interior surfaces within the units as above provided, and any of the Board. Decorating of the Common Elements (other than the Building, shall be subject to the rules and regulations draperies, shades or other items visible on the exterior of covering of the interior surfaces of such windows, whether by at the expense of each respective Owner. The use of and the part of a perimeter wall of a unit shall be cleaned or washed

1. Administration of Property. The direction and administration of the Property shall be vested in a Board of Managers (the "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner and shall reside on the Property; provided, however, that in the event an Owner is a

ADMINISTRATION

ARTICLE V

approval of the Board.

thereo, shall be made by any Owner without the prior written tions of any Common Elements, or any additions or improvements

7. Alterations, Additions and Improvements. No altera-

or fixtures affecting or serving other Units or the Common Elements. placements of or to the Common Elements or any equipment, facilities may be required in connection with maintenance, repairs, or re- shall be entitled to reasonable access to the individual Units as the Board, or of the manager or managing agent for the Building, the Board. The authorized representatives of the Association or individual Owners shall be subject to the rules and regulations of other Units or the Common Elements, then the use thereof by the to similar equipment, facilities or fixtures affecting or serving facilities and fixtures within any Unit or Units shall be connected

6. Joint Facilities. To the extent that equipment,

replacements as may be determined by the Board. Owner shall pay for such damage and such maintenance, repairs and required which would otherwise be at the Common Expense, then such owned by others, or maintenance, repairs or replacements shall be damage shall be caused to the Common Elements or to a Unit or Units or of a guest or other authorized occupant or visitor of such Owner,

corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other person designated by such corporation as its agent for such purpose, any partner of such partnership, any individual beneficiary, trustee or other designated agent of such trust or any individual manager or agent of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the Property, except that a Board member nominated by the Declarant need not reside on the Property.

2. Association. The beneficiaries of the aforesaid Trust No. 21825, upon the sale of one or more Units, and prior to the election of the first Board of Managers, and the Board of Managers at any time thereafter, may cause to be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called "Harbor Ridge Condominium No. / Association" or a name similar thereto, which corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act. Upon the formation of such Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

3. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member". Such voting member may be the

Owner or one of the group composed of all the Owners of a Unit to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "C". Declarant shall be the voting member with respect to any Unit Ownership owned by Declarant.

4. Meetings. (a) Meetings of the voting members shall

be held at the Property or at such other place in Lake County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meeting. The initial meeting of the voting

members shall be held upon ten (10) days' written notice given by

the Declarant. Such written notice may be given at any time after

at least 75% of the Units are occupied, but must be given not later

than sixty (60) days after all of the Units (including added Units

pursuant to Article XIV hereof) are occupied. The formation of

the Association by the Declarant shall not require Declarant to

each voting member shall be entitled to vote on a cumulative voting Managers. In all elections for members of the Board of Managers, the initial meeting the voting members shall elect a Board of 6. Board of Managers (Board of Directors). (a) At

been given to the Board. respect to which such voting right appertains, if no address has pose of service of such notice, or to the Unit of the Owner with such person at the address given by him to the Board for the pur- to the persons entitled to vote at such meeting, addressed to each to be given herein may be delivered either personally or by mail 5. Notices of Meetings. Notices of meetings required

the meeting and the matters to be considered. meeting. The notices shall specify the date, time and place of not less than ten (10) days prior to the date fixed for said members having one-fourth (1/4) of the total votes and delivered notice, authorized by a majority of the Board, or by the voting reasonable purpose. Said meetings shall be called by written approval of all or some of the voting members, or for any other matters which, by the terms of this Declaration, require the members may be called at any time for the purpose of considering (c) Special Meetings. Special meetings of the voting

ten (10) days prior to the date fixed for said meeting. notice of the Board delivered to the voting members not less than days before or after such date) as may be designated by written at such other reasonable time or date (not more than thirty (30) of October of each succeeding year thereafter at 7:30 p.m., or October following such initial meeting, and on the first Tuesday an annual meeting of the voting members on the first Tuesday of provided in the preceding sentence. Thereafter, there shall be call the initial meeting of the voting members any earlier than

basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting the five (5) Board members shall be elected for a term of one (1) year. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of the persons on the Board shall not be longer than two years. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by unanimous vote of the remaining members thereof or by majority vote of the voting members present at a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President, who shall preside over both its meetings and those of the voting members and shall be the chief executive officer of the Board and the Association, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and shall, in general, perform all the duties incident to the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

thereof;

management and operation of the Property and the Common Elements

(d) To formulate policies for the administration,

below;

(subject to Article V, Section 8(n) and Article XII, Section 1

such compensation and with such authority as the Board may approve

Elements thereof for all of the Owners, upon such terms and for

agent who shall manage and operate the Property and the Common

(c) To engage the services of a manager or managing

the Property;

(b) To administer the affairs of the Association and

above provided;

(a) To elect the officers of the Association as herein-

duties:

the Act, the Board shall have the following general powers and

general powers which may be provided by law, this Declaration and

7. General Powers of the Board. Without limiting the

a meeting.

meeting without notice, or consent to any action of the Board without

writing waive notice of a meeting, or consent to the holding of a

delivered personally or by mail or telegram. Any director may in

less than forty-eight (48) hours' notice in writing to each director,

upon call by the President or by a majority of the Board on not

at the same place. Special meetings of the Board shall be held

immediately following the annual meeting of the voting members and

(d) An annual meeting of the Board shall be held

the same meeting or any subsequent meeting called for that purpose.

removed may be elected by majority vote of the voting members at

purpose. A successor to fill the unexpired term of a Board member

(2/3) of the total votes, at any special meeting called for the

affirmative vote of the voting members having at least two-thirds

(c) Any Board member may be removed from office by

Managing agent on behalf of the Board) for the benefit of all the

8. Specific Powers of the Board. The Board (or the

Declaration.

powers and duties of a Board of Managers referred to in this

of Managers or Owners as a group referred to in the Act, and all

(j) To exercise all other powers and duties of the Board

Owners; and

resolution duly adopted at any annual or special meeting of the

issue or matter as elsewhere herein specified), as expressed in a

Owners (unless a greater plurality is required with respect to any

(i) To comply with the instructions of a majority of the

provided;

respective shares of such estimated expenses, as hereinafter

provide the manner of assessing and collecting from the Owners their

(h) To estimate the amount of the annual budget, and to

agent);

employees or other personnel may be the employees of the managing

gate such powers to the manager or managing agent (and any such

and operation of the Property and the Common Elements, and to dele-

for the maintenance, repair, replacement, administration, management

engage or contract for the services of others, and to make purchases,

of employees and other personnel, including accountants, and to

(g) To provide for the designation, hiring and removal

or managing agent;

vouchers or to delegate such approval to the officers or the manager

of the Common Elements and payments therefor, and to approve payment

(f) To provide for the maintenance, repair and replacement

regulations from time to time;

Property and the Common Elements, and to amend such rules and

governing the administration, management, operation and use of the

(e) To adopt administrative rules and regulations

company authorized to do trust business in Illinois, and having a

The Board may engage the services of any bank or trust

written notice to the mortgagee of each Unit.

for non-payment of premiums without at least ten (10) days' prior
an endorsement to the effect that such policy shall not be terminated

(10) days after the date of payment. Such policies shall contain

mortgagee of each Unit Ownership of each premium payment within ten

such policies to avoid any lapse in coverage and shall notify the

carried individually by the Owners. The Board shall promptly renew

shall be without contribution as respects other such policies

in the Common Elements as established in Exhibit "C". Such policies

of the Owners in their respective percentages of ownership interest

shall be payable to, the members of the Board as trustees for each

policies shall be adjusted by, and the proceeds of such insurance

ance coverage shall be written in the name of, losses under such

insurable replacement cost shall be common expenses. Such insur-

and appraisal fees in connection with such determinations of full

the period of reconstruction thereof. Premiums for such insurance

for payment of common expenses with respect to damaged Units during

cost (to be determined from time to time by the Board) and providing

may deem desirable, for not less than full insurable replacement

coverage, explosion of boilers and such other hazards as the Board

premises, vandalism, malicious mischief, perils covered by extended

and the Units against loss or damage by fire, lightning, removal from

(b) Insurance for the Property insuring the Common Elements

for the Units.

for the Common Elements and (if not separately metered or charged)

electricity and telephone and other necessary utility services

(a) Water, waste removal, professional management fees,

and hereinafter provided for, the following:

Owners, shall acquire and shall pay for out of the maintenance

capital of not less than \$5,000,000, to act as trustee, agent or depositary on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$20,000 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(c) Comprehensive public liability and property damage insurance in such limits (not less than \$1,000,000 combined single

enforcement of these restrictions.

Property as a first class condominium development or for the be necessary or proper for the maintenance and operation of the terms of this Declaration or by law or which in its opinion shall which the Board is required to secure or pay for pursuant to the services, maintenance, repairs, structural alterations or assessments

(g) Any other materials, supplies, furniture, labor,

Elements.

the exclusive right and duty to acquire the same for the Common shall determine are necessary and proper, and the Board shall have such furnishings and equipment for the Common Elements as the Board the Owners shall paint, clean, decorate, maintain and repair) and of the Units and of the doors and windows appurtenant thereto, which ment of the Common Elements (but not including the interior surfaces cleaning, tuckpointing, maintenance, decorating, repair and replace-

(f) Landscaping, gardening, snow removal, painting,

The cost of such services shall be common expenses.

are deemed by the Board to be similar and non-adverse to each other. with any other matter where the respective interests of the Owners and special assessments on the Unit Ownerships, and in connection to act on behalf of the Owners in connection with real estate taxes Board. The Board may employ the services of any person or firm (e) The services of any person or firm employed by the

the Board in its judgment shall elect to effect.

(d) Workmen's Compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as

insured against another.

insurance coverage shall also cover cross liability claims of one streets, sidewalks and public spaces adjoining the Property. Such from any liability in connection with the Common Elements or the any, their agents and employees and the Owners including Declarant desirable, insuring the members of the Board, the managing agent, if limit for bodily injury and property damage) as the Board shall deem

placing or restoring portions of the Common Elements, subject to capital additions or improvements (other than for purposes of repair or out of the maintenance fund any structural alterations, limited in that the Board shall have no authority to acquire and The Board's powers hereinabove enumerated shall be

of the maintenance fund. damage caused thereby shall be repaired by the Board at the expense with as little inconvenience to the Owners as practicable, and any tion or painting. Such entry shall be made upon such notice and wise enter any balcony or patio for maintenance, repairs, construction or painting. The Board or its agents may likewise enter any balcony or patio for maintenance, repairs, construction or painting. The Board or its agents may enter any Unit when

(j) The Board or its agents may enter any Unit when of said maintenance or repair. Levy a special assessment against such Owner or Owners for the cost Board to one of said Owner or Owners, provided that the Board shall of the necessity of said maintenance or repair delivered by the maintenance or repair within a reasonable time after written notice Owner or Owners of said Unit have failed or refused to perform said the Common Elements, or any other portion of the Building, and the or repair is necessary, in the discretion of the Board, to protect (i) Maintenance and repair of any Unit if such maintenance

Owners.

said lien or liens shall be specially assessed to said Owner or discharging it, and any costs incurred by the Board by reason of lien, they shall be jointly and severally liable for the cost of where one or more Owners are responsible for the existence of such than merely against the interests therein of particular Owners. lien against the Property or against the Common Elements, rather part thereof which may in the opinion of the Board constitute a lien or other encumbrance levied against the entire Property or any (h) Any amount necessary to discharge any mechanic's

and services.

to each Owner in proportion to his use of or benefit from such goods of the goods and services furnished by the Board assessed specially

(o) The Board may elect to have the cost of any or all

1985.

Board under management contract to expire on or before December 31,

may designate the manager or managing agent to be employed by the

Declarant or the beneficiaries of the aforesaid Trust No. 21825

(n) From time to time prior to December 31, 1982, the

to such rules and regulations.

and the entire Property shall at all times be maintained subject

rules and regulations shall be given to all Owners and Occupants

direction from any of the voting members. Written notice of such

Parking Area and the Storage Area may be adopted by the Board without

the Property; provided, however, that rules and regulations for the

comfort, safety and general welfare of the Owners and Occupants of

conservation and beautification of the Property, and for the health,

rules and regulations as it may deem advisable for the maintenance,

having two-thirds (2/3) of the total votes, may adopt such reasonable

(m) The Board, at the direction of the voting members

countersigned by the President of the Board.

the Board, such documents shall be signed by the Treasurer and

resolution of the Board. In the absence of such determination by

such manner as from time to time shall be determined by written

by such officer or officers, agent or agents of the Board and in

for payment of expenditures and other instruments shall be signed

(l) All agreements, contracts, deeds, leases, vouchers

(2/3) of the total votes.

case the prior approval of the voting members holding two-thirds

in excess of Five Thousand Dollars (\$5,000.00), without in each

all the provisions of this Declaration) requiring an expenditure

9. Liability of the Board of Managers. The members of the Board of Managers, and the Declarant, shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members, or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers, and the Declarant against all contractual liability to others arising out of contracts made by the Board of Managers or the Declarant on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers or the Declarant, or out of the aforesaid indemnity in favor of the members of the Board of Managers and the Declarant, shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board of Managers, Declarant or by the managing agent on behalf of the Owners shall provide that the members of the Board of Managers, Declarant or the managing agent, as the case may be, are acting

(q) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

authority as aforesaid.

(p) Prior to the election of the first Board, the Declarant, acting as the Board of Managers on behalf of all the Owners, shall have the authority to lease or to grant easements, licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration. Upon election of the first Board, and thereafter, the Board by vote of at least two-thirds (2/3) of the persons on the Board shall have the same

only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

1. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C" attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board (or the managing agent on behalf of the Board) or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before April 1st of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net

Article.

Owners during said period as provided in paragraph 1 of this said election occurs. Assessments shall be levied against the election and ending on December 31 of the calendar year in which defined, for the period commencing thirty (30) days after said it shall determine the "estimated cash requirement", as hereinabove 3. When the first Board elected hereunder takes office,

obligated to pay their respective adjusted monthly amount. further assessment. All Owners shall be personally liable for and than ten (10) days after the delivery or mailing of such notice of effective with the monthly maintenance payment which is due more and reasons therefor, and such further assessment shall become assessment on all Owners by a statement in writing giving the amount in the Common Elements. The Board shall serve notice of such further assessed to the Owners according to each Owner's percentage ownership Board may at any time levy a further assessment, which shall be for any reason, including non-payment of any Owner's assessment, the such reserve. If said "estimated cash requirement" proves inadequate become necessary during the year, shall be charged first against tures not originally included in the annual estimate which may

reserve for contingencies and replacements. Extraordinary expend- 2. The Board shall build up and maintain a reasonable

the accounting. installments due in the succeeding six months after rendering of each Owner's percentage of ownership in the Common Elements to the until exhausted, and any net shortage shall be added according to installments due from Owners under the current year's estimate, percentage of ownership in the Common Elements to the next monthly expenses and reserves shall be credited according to each Owner's Any amount accumulated in excess of the amount required for actual Such accounting shall be prepared by a certified public accountant. amount over or short of the actual expenditures plus reserves.

set forth in Exhibit "C".

the benefit, use and account of all the Owners in the percentage delinquent or prepaid assessments) shall be deemed to be held for all the Owners and for such adjustments as may be required to reflect special assessments as may be levied hereunder against less than expended for the purposes designated herein, and (except for such 6. All funds collected hereunder shall be held and

owing from such Owner.

forth the amount of any unpaid assessments or other charges due and fee, any Owner shall be furnished a statement of his account setting upon ten (10) days' notice to the Board and payment of a reasonable times during normal business hours as may be requested by the Owner. of any Owner duly authorized in writing, at such reasonable time or shall be available for inspection by any Owner or any representative cured. Such records and the vouchers authorizing the payments repair expenses of the Common Elements and any other expenses in- the Common Elements, specifying and itemizing the maintenance and in chronological order of the receipts and expenditures affecting 5. The Board shall keep full and correct books of account

delivered.

such new annual or adjusted estimate shall have been mailed or maintenance payment which is due more than ten (10) days after monthly rate established for the previous period until the monthly to pay the monthly maintenance charge at the then existing of any annual estimate or adjusted estimate, the Owner shall con- provided, whenever the same shall be determined, and in the absence to pay the maintenance costs and necessary reserves, as herein stitute a waiver or release in any manner of such Owner's obligation serve the annual or adjusted estimate on the Owner shall not con- 4. The failure or delay of the Board to prepare or

or abandonment of his Unit.
the assessments provided for herein by nonuser of the Common Elements

8. No Owner may waive or otherwise escape liability for

encumbrance.

the unpaid common expenses with respect to the Unit covered by his request in writing a written statement from the Board setting forth suit to foreclose his lien. Any encumbrancer may from time to time interest in the Unit Ownership, or has a receiver appointed in a either takes possession of the units, accepts a conveyance of any which become due and payable subsequent to the date said encumbrancer to the lien of all common expenses on the encumbered Unit Ownership written notice to said encumbrancer of unpaid common expenses only savings and loan association shall be subject as to priority after that encumbrances owned or held by any bank, insurance company or in the "Condominium Property Act" of Illinois; provided, however, Said lien shall take effect and be in force when and as provided the Board as in the case of foreclosure of liens against real estate. payable and may be foreclosed by an action brought in the name of lien or charge against the Unit Ownership of the Owner involved when interest, costs and fees as above provided shall be and become a amount of any delinquent and unpaid charges or assessments, and by any decision or any statute or law now or hereafter effective, the attorneys' fees to be fixed by the Court. To the extent permitted other fees and expenses, together with legal interest and reasonable there shall be added to the amount due the costs of said suit and or to foreclose the lien therefor as hereinafter provided; and and as representatives of all Owners, to enforce collection thereof members of the Board may bring suit for and on behalf of themselves the aforesaid charges or assessments for thirty (30) days, the 7. If an Owner is in default in the monthly payment of

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

ARTICLE VII

The Units and Common Elements shall be occupied and used as follows:

1. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

3. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

4. Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the

as is otherwise provided herein.

the Building or which would structurally change the Building except the Common Elements which will impair the structural integrity of

10. Nothing shall be done in any Unit or in, on or to become an annoyance or nuisance to the other Owners or Occupants.

done therein, either willfully or negligently, which may be or on in any Unit or in the Common Elements, nor shall anything be 9. No noxious or offensive activity shall be carried

written notice from the Board.

be permanently removed from the Property upon three (3) days'

causing or creating a nuisance or unreasonable disturbance shall

any commercial purpose; and provided further that any such pet

Board, provided that they are not kept, bred, or maintained for

kept in Units, subject to rules and regulations adopted by the

Elements, except that dogs, cats, or other household pets may be

any kind shall be raised, bred, or kept in any Unit or in the Common

8. No animals, rabbits, livestock, fowl or poultry of

standard as may be specified by rules and regulations of the Board.

the floor-covering for all occupied Units shall meet the minimum

7. In order to enhance the soundproofing of the Building

regulations of the Board.

the exterior of the Building, shall be subject to the rules and

Building, whether by draperies, shades or other items visible from

of the windows and glass doors appurtenant to the Units in the

6. The use and the covering of the interior surfaces

without the prior consent of the Board.

or placed upon the exterior walls or roof or any part thereof,

canopy, shutter, radio or television antenna shall be affixed to

placed on the outside walls of the Building and no sign, awning,

5. Owners shall not cause or permit anything to be

obtained by the Board as hereinbefore provided.

extent not covered by the liability insurance for all the Owners

subject to the exclusive rights of the respective Owners.

B as Parking Area shall be used by the Owners for parking purposes,

17. That part of the Common Elements identified in Exhibit

1 or 13 of this Article VII.

to the principal residential use and not in violation of paragraphs

therefrom. Such uses are expressly declared customarily incident

personal business or professional telephone calls or correspondence

professional records or accounts therein; or (c) handling his

professional library therein; (b) keeping his personal business or

as to prohibit an Owner from: (a) maintaining his personal pro-

this Article VII shall not, however, be construed in such a manner

16. The Unit restrictions in paragraphs 1 and 13 of

of the Board.

moved from the Common Elements, except upon the written consent

15. Nothing shall be altered or constructed in or re-

the Property.

mitted on any part of the Property or on the grounds surrounding

other displays (except by Declarant) shall be maintained or per-

14. No "For Sale" or "For Rent" signs, advertising or

maintained or permitted in any Unit.

for profit, altruism, exploration or otherwise, shall be conducted,

of any kind, commercial, religious, educational or otherwise, designed

13. No industry, business, trade, occupation or profession

and patio areas may be used for their intended purposes.

any common storage area designated for that purpose, and balcony

carriages, bicycles and other personal property may be stored in

or chairs on any part of the Common Elements except that baby

carriages or playpens, bicycles, wagons, toys, vehicles, benches

12. There shall be no playing, lounging, parking of baby

of rubbish, debris and other unsightly materials.

Common Elements. The Common Elements shall be kept free and clear

or other articles shall be hung out or exposed on any part of the

11. No clothes, sheets, blankets, laundry of any kind

2. Gift. Any Owner other than the Declarant who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee, the contemplated date

to the Board's right of first refusal as herein provided. of such contract, the Unit Ownership shall again become subject sale or lease transaction within ninety (90) days after the date therein. If the Owner (or lessee) fails to close said proposed chaser or lessee named in such notice upon the terms specified (or sublease or assign) such Unit Ownership to the proposed purchaser after the expiration of said period, contract to sell or lease of said thirty-day period and at any time within sixty (60) days said thirty (30) days, the Owner (or lessee) may, at the expiration such notice. If said option is not exercised by the Board within for a period of thirty (30) days following the date of receipt of Ownership upon the same terms, which option shall be exercisable have the first right and option to purchase or lease such Unit the Board acting on behalf of the other Owners shall at all times Except as provided in paragraph 10 of this Article, the members of proposed purchaser or lessee as the Board may reasonably require: purchaser or lessee and such other information concerning the address and financial and character references of the proposed the terms of any contemplated sale or lease, together with the name, the Board not less than thirty (30) days' prior written notice of any Unit wishing to assign or sublease such Unit) shall give to who wishes to sell or lease his Unit Ownership (or any lessee of 1. Sale or Lease. Any Owner other than the Declarant

SALE, LEASING OR OTHER ALIENATION

ARTICLE VIII

of such gift and such other information concerning the intended donee as the Board may reasonably require. Except as provided in paragraph 10 of this Article, the members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by appraisal as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as appraisers. The two appraisers so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third appraiser. Within fifteen (15) days after the appointment of said third appraiser, the three appraisers shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. If the appraisers shall fail to make their appraisal within the time specified herein, the appraisal shall be held under the Rules of the American Arbitration Association. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value.

3. Devise. In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall (except as provided in paragraph 10 of this Article) have a like option (to be exercised in the manner

hereinafter set forth) to purchase said Unit Ownership, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by appraisement as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an appraiser, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an appraiser. Within ten (10) days after the appointment of said appraiser, the two so appointed shall appoint another qualified real estate appraiser to act as the third appraiser. Within fifteen (15) days thereafter, the three appraisers shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. If the appraisers shall fail to make their appraisal within the time specified herein, the appraisement shall be held under the Rules of the American Arbitration Association. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three appraisers shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire seven (7) months after the appointment of a personal representative who is not so empowered to sell. The Board

of the voting members having 66-2/3% of the total votes. The Unit Ownership or interest therein without the prior written consent exercise any option hereinabove set forth to purchase or lease any

5. Consent of Voting Members. The Board shall not

provided in Article VI hereof.

same force and effect and may be enforced in the same manner as therefor against such Unit Ownership, which lien shall have the

to the party entitled thereto and shall thereupon have a lien have the right to cure such default by paying the amount so owing mortgage or trust deed against his Unit Ownership, the Board shall

of any monies required to be paid under the provisions of any (b) In the event any Owner shall default in the payment

day period.

the required sum of money to the purchaser within said thirty (30)

Board shall be deemed to have exercised its option if it tenders

said purchaser may thereafter take possession of said Unit. The

days after receipt of such notice, it shall thereupon expire and

said option is not exercised by the Board within said thirty (30)

therein at the same price for which it was sold at said sale. If

have an irrevocable option to purchase such Unit Ownership or interest

Owners shall (except as provided in paragraph 10 of this Article)

do, whereupon members of the Board acting on behalf of the other

thirty (30) days' written notice to the Board of his intention so to

such sale shall, before taking possession of the Unit so sold, give

than a mortgage foreclosure sale) the person acquiring title through

or interest therein is sold at a judicial or execution sale (other

4. Involuntary Sale. (a) In the event any Unit Ownership

periods.

sonal representative, as the case may be, within the said option

required sum of money to said devisee or devisees or to said per-

shall be deemed to have exercised its option if it tenders the

percentages applicable to Units subject to said assessment, which Elements as set forth in Exhibit "C" bears to the total of all such Owner in the ratio that his percentage of ownership in the Common is insufficient, the Board shall levy an assessment against each this Article shall be made from the maintenance fund. If said fund of Unit Ownerships or any interest therein under the provisions of Acquisition (a) Financing of Purchase Under Option.

8. Upon request, at a reasonable fee not to exceed Ten Dollars (\$10.00) respect to whom the provisions of this Article have been waived, who has in fact complied with the provisions of this Article or in In good faith, and such certificate shall be furnished to any Owner upon the Board and the Owners in favor of all persons who rely thereon rights of the Board hereunder have terminated, shall be conclusive been met by an Owner, or duly waived by the Board, and that the the provisions of this Article VIII as hereinabove set forth have and acknowledged by the acting Secretary of the Board stating that 7. Proof of Termination of Option. A certificate executed

given or devised free and clear of the provisions of this Article. option set forth in this Article may be sold, conveyed, leased, and the Unit Ownership or interest therein which is subject to an options contained in this Article VIII may be released or waived of at least two-thirds (2/3) of the Board members, any of the 6. Release or Waiver of Option. Upon the written consent

said Unit Ownership or interest therein. duly authorized representatives are authorized to bid and pay for set forth a maximum price which the members of the Board or their members having 66-2/3% of the total votes, which said consent shall direction of a court, upon the prior written consent of the voting or deceased, which said sale is held pursuant to an order or sale of a Unit Ownership or interest therein of any Owner living acting on behalf of the other Owners, may bid to purchase at any members of the Board or their duly authorized representatives,

assessment shall become a lien and be enforceable in the same manner as provided in paragraph 7 of Article VI hereof.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation or any portion of the Property other than the Unit Ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board, a nominee of the Board, or by a land trust of which the Board shall be the beneficiary.

9. Title to Acquired Interest. Unit Ownerships or

interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8 (a) of this Article.

10. Exceptions to Board's Right of First Refusal. The

Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VIII shall not be applicable to:

(a) the transfer or conveyance, by operation of law or

otherwise, of the interest of a co-owner of any unit, to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants.

- (b) the transfer by sale, lease, gift, devise or otherwise of any unit of interest therein to or for the sole benefit of any spouse, descendant, ancestor or sibling (or the spouse of any such person) of the transferor.
- (c) the execution of a bona fide trust deed, mortgage, or other security instruments.
- (d) the sale, conveyance or leasing of a unit by the holder of a mortgage or trust deed who has acquired title to such unit by foreclosure of a mortgage or trust deed on the property, or any unit, existing on the date of this Declaration or in which the mortgagor is the Trustee.
- (e) any sale, conveyance, lease or transfer of a unit by the Declarant, or any beneficiary of the Declarant.

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within forty-five (45) days after said damage or destruction, the Owners elect either to sell the Property as provided in Article X hereof or to withdraw the Property from the provisions

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

ARTICLE IX

11. Responsibility of Transferees for Unpaid Assessments. In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth.

of this Declaration, and from the provisions of the Condominium Property Act of the State of Illinois (the "Act") as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C", after first paying out of the share of each Owner the amount of any unpaid liens on his unit, in the order of the priority of such liens. In the event the Owners elect to sell or withdraw the Property, as aforesaid, they shall, before selling or committing to sell or withdrawing the Property, give to the "Homeowners Association" (as defined in Article XIII, Section 3 hereof) simultaneous notices in writing of the terms of any contemplated sale or of their intention to withdraw the Property from the provisions of this Declaration and from the provisions of the Act. The Homeowners Association and the Declarant shall thereupon have a first right and option to purchase the Property, which option shall be exercisable by whichever of them shall first act for a period following the date of its receipt of such notice of forty-five (45) days in the case of a contemplated sale, or of ninety (90) days in the case of a contemplated withdrawal of the Property from the provisions of the Declaration and the Act. Such option shall be exercisable upon the same terms as the contemplated sale or, in the case of proposed withdrawal of the Property from the provisions of this Declaration and the Act, at fair market value of the Property to be determined by appraisement. Within fifteen (15) days after service of written notice that withdrawal of the Property is contemplated by the Owners, the parties shall appoint qualified real estate appraisers to act as appraisers, one such appraiser to be appointed by the Owners and one such appraiser to be appointed by the Declarant and the Homeowners

boundaries as before.

Unit and the Common Elements having the same vertical and horizontal

which they existed prior to the damage or destruction, with each restoring the improvements to substantially the same condition in reconstruction of the improvements as used in this Article, means

3. Substantial Restoration. Repair, restoration or

apply.

destruction, then the provisions of the Act in such event shall

within one hundred and eighty (180) days after said damage or not voluntarily make provision for reconstruction of the improvements

reconstruction, and the Owners and all other parties in interest do

ceeds are not sufficient to pay the cost of repair, restoration or

against the peril causing the loss or damage, or the insurance pro-

the improvements thereon so damaged or destroyed are not insured

2. Insufficient Insurance. In the event the Property or

ment.

ment exceeds the total time specified hereinabove for such appraise-

the number of days, if any, that the actual time for such appraise-

of receipt of such notice of proposed withdrawal of the Property by

be exercised shall be extended beyond ninety (90) days from the date

time within which the aforesaid option to purchase the Property may

held under the Rules of the American Arbitration Association. The

their appraisal within the time specified, the appraisement shall be

them shall make the appraisal. If the appraisers shall fail to make

select an appraiser, then the appraiser designated by the other of

parties. If either the Owners or the other parties shall fail to

Property and shall give written notice of such determination to the

shall determine, by majority vote, the fair market value of the

after the appointment of said third appraiser, the three appraisers

appraiser to act as the third appraiser. Within fifteen (15) days

days after their appointment, appoint another qualified real estate

Association. The two appraisers so appointed shall, within ten (10)

The Owners by affirmative vote of at least 75% of the total vote, at a meeting of voting members duly called for such purpose, may elect to sell the Property as a whole; provided, however, that the Homeowners Association and the Declarant shall be given thirty (30) days' prior written notice of the terms of any contemplated sale and shall thereupon have a first right and option to purchase the Property upon the same terms exercisable within such thirty (30) days by whichever of them shall first act. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 2 of Article XII of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to the proceeds from the sale of such sale an amount equivalent to the value of his interest as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and the two so selected, shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

SALE OF THE PROPERTY

ARTICLE X

violate any of the covenants or restrictions or provisions of this conduct or by the conduct of any other Occupant of his Unit) shall

2. Involuntary Sale. If any Owner (either by his own

and from time to time, cumulatively or otherwise, by the Board. Any and all of such rights and remedies may be exercised at any time personal property in his Unit or located elsewhere on the Property.

additions thereto and improvements thereon and upon all of his upon the Unit Ownership of such defaulting Owner and upon all of his Common Expenses, and the Board shall have a lien for all of the same

shall be added to and deemed part of his respective share of the shall be charged to and assessed against such defaulting Owner, and which may be charged to an individual under Illinois law, until paid, otherwise, together with interest thereon at the highest legal rate

fees and other fees and expenses, and all damages, liquidated or with such actions or proceedings, including court costs and attorneys' continuance of any breach. All expenses of the Board in connection

by appropriate legal proceedings, either at law or in equity, the guilty in any manner of trespass; or (b) to enjoin, abate or remedy assigns, or the Board, or its agents, shall not thereby be deemed of the provisions hereof, and the Declarant, or its successors or condition that may exist thereon contrary to the intent and meaning

at the expense of the defaulting Owner, any structure, thing or where such violation or breach exists and summarily abate and remove, succeeding sections: (a) to enter upon that part of the Property Board the right, in addition to the rights set forth in the next

breach of any covenant or provision herein contained shall give the restriction or condition or regulation adopted by the Board or the

1. Abatement and Enjoyment. The violation of any re-

REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

ARTICLE XI

Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser at such sale shall thereupon be entitled to a deed to the Unit Ownership and subject to the Board's right as provided in Section 4, Article VIII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Homeowners Association, the Declarant, its beneficiaries, the managing occupant, the Association, its officers, members of the Board, the releases any and all claims which he may have against any other Owner, and

3. Waiver of Damages. Each Owner hereby waives and

Owner whose Unit Ownership is subject to such mortgage or trust deed. notices permitted or required by this Declaration to be given to the against any Unit Ownership shall be given a copy of any and all

the Board, the holder of any duly recorded mortgage or trust deed

2. Notices to Mortgage Lenders. Upon written request to

of said Homeowners Association. to Article XIII, Section 2, hereof and with respect to the management to be conveyed to the "Harbor Ridge Homeowners Association" pursuant respect to roads, walkways, landscaped areas and common facilities shall have initial rights (set forth in Article XIII, Section 8) with The beneficiaries of the aforesaid Trust No. 21825 also

agent in accordance with Article V, Section 7(c) above.

31, 1985. Thereafter, the Board shall employ the manager or managing

and the Common Elements thereof for all the Owners through December

designate the manager(s) or managing agent(s) to operate the Property

their right, anything herein to the contrary notwithstanding, to

Managers and Association, and such beneficiaries shall have the fur-

exercise the powers, rights, duties and functions of the Board of

hereto, the beneficiaries of the aforesaid Trust No. 21825 shall

of all Unit Ownerships computed as set forth in Exhibit "C" attached

the sale of Unit Ownerships aggregating seventy-five percent (75%)

and until such time thereafter as Declarant shall have consummated

as the Board of Managers provided for in this Declaration is formed,

1. Trust Beneficiaries' Initial Rights. Until such time

GENERAL PROVISIONS

ARTICLE XII

agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire insurance or other form of casualty insurance. Neither the Declarant, nor its beneficiaries, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted to or delegated to it by or pursuant to this Declaration, or in the Declarant's (or its beneficiaries' or their respective representatives' or designees') capacity as developer, contractor, owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air-conditioning, electricity, gas, water, sewage, etc.).

4. Notices to Board or Association. Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association, either personally, or by mail, addressed to such member or officer at his Unit. The Association or Board may designate a different address or addresses

shall be deemed to have been abrogated or waived by reason of any conditions, obligations or provisions contained in this Declaration. 7. Non-Waiver of Covenants. No covenants, restrictions,

each and every deed of conveyance.

visions of the Declaration were recited and stipulated at length in injury to the benefit of such Owner in like manner as though the provisions having at any time any interest or estate in the Property, and shall taken to be covenants running with the land and shall bind any person all impositions and obligations hereby imposed shall be deemed and

of every character hereby granted, created, reserved or declared, and reserved by this Declaration, and all right, benefits and privileges liens and charges, and the jurisdiction, rights and powers created or same subject to all restrictions, conditions, covenants, reservations, Declarant, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed, accepts the

6. Covenants to Run With Land. Each grantee of the

court wherein the estate of such deceased Owner is being administered.

such party at his or its address appearing in the records of the of a deceased Owner may be delivered either personally or by mail to Notices required to be given any devisee or personal representative

5. Notices to Devisees and Personal Representatives.

in the Building.

deposited in his mailbox in the Building or at the door of his Unit

ment of the receipt thereof, or, if addressed to an Owner, when

or certified mail or when delivered in person with written acknowledgment-

above shall be deemed delivered when mailed by United States registered

change of address to the Board or Association. Notices addressed as

different address for notices to him by giving written notice of his

change of address to all Owners. Any Owner may also designate a

for notices to them, respectively, by giving written notice of such

failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8. Amendments to Declaration. The provisions of Article

III, Article VI, paragraph 5 of Article VIII, and this paragraph 8 of Article XII of this Declaration, may be changed, modified or

rescinded by an instrument in writing setting forth such change,

modification or rescission, signed and acknowledged by the Board,

all of the Owners and all mortgagees having bona fide liens of

record against any Unit Ownerships. Other provisions of this

Declaration may be changed, modified or rescinded by an instrument

in writing setting forth such change, modification or rescission,

signed and acknowledged by the Board, the Owners having at least

2/3rds of the total vote and containing an affidavit by an officer

of the Board certifying that a copy of the change, modification or

rescission has been mailed by certified mail to all mortgagees

having bona fide liens of record against any Unit Ownership, not

less than ten (10) days prior to the date of such affidavit. The

change, modification or rescission shall be effective upon recorda-

tion of such instrument in the Office of the Recorder of Deeds of

Cook County, Illinois; provided, however, that no provision in this

Declaration may be changed, modified or rescinded so as to conflict

with the provisions of the Act. Anything contained herein to the

contrary notwithstanding, this Declaration may be changed and

modified in accordance with Article XIV hereof.

9. Severability. The invalidity of any covenant, restric-

tion, condition, limitation or any other provision of this Declara-

tion, or of any part of the same, shall not impair or affect in any

manner the validity, enforceability or effect of the remainder of

this Declaration.

10. Perpetuities; Restraints on Alienation. If any of

the options, privileges, covenants, or rights created by this

shall at all times be disclosed to the Board.

Beneficiaries of such trust and the stockholders of such corporation holding trust or corporation, the names and addresses of the beneficiaries of such trust or any transfer of title of such Unit Ownership. In the event title to any Unit Ownership is held by a land title- In any such trust or any transfer of title of such Unit Ownership. of such trust notwithstanding any transfer of beneficial interest be a charge or lien upon the Unit Ownership and the beneficiaries gation. The amount of such lien or obligation shall continue to property to apply in whole or in part against such lien or obligation and the trustee shall not be obligated to sequester funds or trust personally for payment of any lien or obligation hereunder created,

No claim shall be made against any such title-holding trustee

or created under this Declaration against such Unit Ownership. performance of all agreements, covenants and undertakings chargeable ment of all obligations, liens, or indebtedness and for the per- ciated thereunder from time to time shall be responsible for pay- ciated, then the Unit Ownership under such trust and the benefi- Unit Ownership remain vested in the trust beneficiary or benefi- of which all powers of management, operation and control of the Ownership is conveyed to a land title-holding trust, under the terms 12. Ownership by Trust. In the event title to any Unit

class condominium development.

purpose of creating a uniform plan for the operation of a first of this Declaration shall be liberally construed to effectuate its 11. Construction to Effectuate Purpose. The provisions

the present incumbent President of the United States.

dants of the present incumbent Mayor of the City of Chicago and after the death of the survivor of the now living lawful descen-

then such provision shall continue only until twenty-one years (c) any other statutory or common law rules imposing time limits, provisions, (b) the rule restricting restraints on alienation, or (a) the rule against perpetuities or some analogous statutory Declaration would otherwise be unlawful or void for violation of

DEVELOPMENT PROPERTY

ARTICLE XIII

1. Other Condominiums. The Declarant (or its beneficiaries) intends to develop, as condominiums, other parcels of real estate, including the parcel, all of which are or will be located within the area legally described as follows:

Residential Areas 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D, 3-E, 3-F, 3-G and 3-H, all as shown on "Antioch Country Club Final Development Plan", recorded in the Office of the Recorder of Deeds of Lake County, Illinois, on September 10, 1975, as Document No. 1728016 as amended on MAY 13, 1977 AS DOCUMENT No. 1814768.

(hereinafter referred to as the "Development Property"), and intends to submit some of said parcels to the provisions of the Condominium Property Act of the State of Illinois.

2. Common Areas. The Declarant (or its beneficiaries) may select one or more separate parcels of real estate in the

Development Property, and to cause said separate parcel or parcels of real estate to be conveyed to an Illinois not-for-profit corporation, to be known as "Harbor Ridge Homeowners Association" (or a name similar thereto), which real estate will contain roads, walkways, landscaped areas and other common facilities for improved areas within the Development Property, and the Declarant has selected a parcel of real estate to serve as a roadway system to serve the

Development Property and other real estate, as set forth in Declaration of Easements, Covenants and Restrictions recorded as Document No. _____, to be conveyed in accordance with and subject to the terms thereof.

3. Homeowners Association. There has heretofore been

created or shall hereafter be created an Illinois not-for-profit

corporation having the name "Harbor Ridge Homeowners Association" (the "Homeowners Association") or a similar name, for the purpose of providing certain maintenance and other services for the benefit of all persons having an interest in the Development Property shall be members of the Homeowners Association as provided in Declaration of Easements, Covenants and Restrictions recorded as Document No. _____, which membership shall terminate as therein provided. Each Owner and Occupant agrees to be bound by and observe the terms and provisions of the said Declaration of Easements, Covenants and Restrictions, the Homeowners Association's Articles of Incorporation, its By-Laws and the rules and regulations promulgated from time to time by the Homeowners Association, its Board of Directors and Officers, and the terms and provisions of any other declaration of rights, easements, covenants and restrictions that has heretofore or which may hereafter be recorded or filed with respect to the road system and recreational and common areas in the Development Property.

4. Board of Directors. The Board of Directors of the Homeowners Association shall be five in number unless the number shall be changed in accordance with the Articles of Incorporation and By-Laws of the Homeowners Association.

5. Common Facilities and Maintenance. The Articles of Incorporation, or the rules and regulations of the Homeowners Association shall contain provisions for the maintenance, insurance, upkeep, repair, landscaping, materials, labor, supplies, furniture, structural alterations, services, gardening, cleaning, replacement and taxation of the roadways, walkways, exterior parking areas not submitted to Condominium ownership, the road system, underground improvements, landscaped areas and all other areas

available for the common use of all Persons having an interest in the Development Property and other Persons, and for the levying of assessments on all such Persons having an interest in the Development Property only for the purpose of providing such monies as and when required from time to time for such purposes. It is specifically understood that the beneficiaries of the aforesaid Trust No. 21825 shall pay the proportionate share of any such assessments or expenses allocated to such beneficiaries as provided in the said Declaration of Easements, Covenants and Restrictions.

6. Sale of a Building. In the event that any one of

the buildings contained within the Development Property shall be submitted to the Condominium Act but shall be sold as a whole as provided in Article X hereof, the purchaser or purchasers acquiring such building so sold shall become members of the Homeowners Association; provided, however, that said purchaser or purchasers shall not own or control nor hold any interest in the Homeowners Association in excess of that share thereof to which all Units in such building so sold would otherwise be entitled if not so sold.

7. Future Easements. The Declarant and the Homeowners

Association are each hereby expressly authorized, and the Declarant does hereby expressly reserve the right to execute and cause to be recorded with the Lake County Recorder of Deeds such easements, agreements, and rights of way which the Declarant (or its beneficiaries) or the Homeowners Association may deem necessary in order to provide or permit and afford ingress and egress with respect to any part of the real estate located within the Development Property designed or utilized for the aforesaid common facilities or to be used for the common benefit of the Owners of all Units in all of the Condominiums comprising the Development Property.

2. In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant and its

Declaration as part of the condominium created by this Declaration.

Amended Declaration annexing and adding such portion to this

"A" and except as to that portion described in any recorded

attach to any Owner except as to that portion described on Exhibit

rights of any character whatever within the Development Property

Declaration, all or any portion of the Development Property. No

and Property and thereby add to the condominium created by this

recording of this Declaration, to annex and add to the Parcel

from time to time, within seven (7) years of the date of the

1. The Declarant and its beneficiaries reserve the right

ANNEXING ADDITIONAL PROPERTY

ARTICLE XIV

shall be subject to the approval of said beneficiaries.

manager or managing agent of the Homeowners Association's property

Directors of the Homeowners Association, and the selection of the

shall have the right to designate and elect the entire Board of

residential units have been built and sold, said beneficiaries

such conveyance to the Homeowners Association but before all such

of the Board of Directors of the Homeowners Association. After

assigns) shall exercise the powers, rights, duties and functions

the beneficiaries of said Trust No. 21825 (or their designees or

to be built on the Development Property remains unbuild or unsold,

has been made, and while any residential unit built or intended

Covenants and Restrictions and in Section 2 of this Article XIII

in Section 4.02 of Article IV of said Declaration of Easements,

time as the conveyance to the Homeowners Association provided

other provision herein contained to the contrary, until such

8. Declarant's Initial Rights. Notwithstanding any

beneficiaries or designees, and each of them singly, as attorney-in-fact, to shift the percentages of ownership in the Common Elements appurtenant to each Unit to the percentages set forth in each such Amended Declaration recorded pursuant to this Article XIV. Each deed, mortgage or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorneys-in-fact and shall be deemed to reserve to each of them the power to shift and reallocate from time to time the percentages of ownership in the Common Elements appurtenant to each unit to the percentages set forth in each such recorded Amended Declaration.

3. Each Amended Declaration shall include an amended Exhibit "A" which shall amend Exhibit "A" hereto by setting forth the amended legal description of the Parcel to include the additional parcel or parcels annexed hereto, as well as a separate legal description of such addition. The Amended Declaration shall also contain a Plat showing the boundaries of such addition and of the entire Parcel as amended, and delineating the additional Units on such addition.

Each Amended Declaration shall also include an amended Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the legal description of the Units added by such Amended Declaration, as well as all previous Units.

Each Amended Declaration shall also include an Amended Exhibit "C" which shall amend Exhibit "C" hereto by setting forth the amended percentages of the undivided interests in the Common Elements (as amended and added to by such Amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such Amended Declaration).

The percentages of undivided ownership interest, as amended and adjusted by such Amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, to be allocated among all the Units, interest in the Property.

mortgagees and other parties who then or in the future have any determination shall be conclusive and binding upon all Unit owners, as of the date of the recording of the Amended Declaration. Such Declarant or its beneficiaries or designees, and each of them singly, shall be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph shall be determined by the aggregate value of the Existing Units and the total thereof. The value of each of the Added Units shall be added to after referred to as the "Added Units".

(d) the Units added by such Amended Declaration (hereinafter referred to as the "Existing Units") and recording of such Amended Declaration (hereinafter referred to as the Units as existing immediately prior to the recording of such Amended Declaration) shall be deemed to consist of:

(a) the Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and
(b) the Common Elements added by such Amended Declaration (hereinafter referred to as the "Added Common Elements").
The units as amended by such Amended Declaration shall be deemed to consist of:

The Common Elements as amended by such Amended Declaration shall be deemed to consist of:
(a) the Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and
(b) the Common Elements added by such Amended Declaration (hereinafter referred to as the "Added Common Elements").
The units as amended by such Amended Declaration shall be deemed to consist of:
(a) the Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and
(b) the Common Elements added by such Amended Declaration (hereinafter referred to as the "Added Common Elements").

4. The percentages of undivided ownership interest in the Common Elements as amended by each Amended Declaration, and as set forth in the amended Exhibit "C", shall be determined and adjusted in the following manner.

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. The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit "C" attached to such Amended Declaration, in the Added Common Elements as well as in the Existing Common Elements. The Added Units shall be entitled to their respective percentages of ownership, as set forth in such amended Exhibit "C", not only in the Added Common Elements but also in the Existing Common Elements.

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

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

5. 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 adjusted and amended when an Amended Declaration 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 "C" attached to such Amended Declaration, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

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

I, LYNNE A. SONGER, a Notary Public
in and for the County and State aforesaid, DO HEREBY CERTIFY that
SALLIE J. VLOEDMAN TRUST OFFICER, Vice-President of
CENTRAL NATIONAL BANK IN CHICAGO, and CHARLES N. GOODNOW
INS VICE PRESIDENT
~~Assistant Secretary~~ thereof, personally known to me to be the same
persons whose names are subscribed to the foregoing instrument as
such *INS* VICE PRESIDENT and ~~Vice-President and Assistant 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, for the uses and
purposes therein set forth; and the said *INS* VICE PRESIDENT ~~Assistant Secretary~~ did
also then and there acknowledge that he as custodian of the corpor-
ate seal of said bank did affix the corporate seal of said bank to
said instrument as his own free and voluntary act, and as the free
and voluntary act of said bank, for the uses and purposes therein
set forth.

GIVEN under my hand and Notarial Seal this 16th day of
May, A.D. 1978.

Lynne A. Songer
Notary Public

My commission expires

MY COMMISSION EXPIRES MARCH 14, 1982

*this instrument was
prepared by
Tom SANTINO*

*return to
Tom SANTINO
c/o Harbor Ridge
40150 N. RTE 59
Antioch Illinois 60002*

Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by CENTRAL NATIONAL BANK IN CHICAGO, as Trustee as aforesaid, to be kept and performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 21825, or their successors, and not by CENTRAL NATIONAL BANK IN CHICAGO personally; and further, that no duty shall rest upon CENTRAL NATIONAL BANK IN CHICAGO, either personally or as such 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 Declaration. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any questions of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said CENTRAL NATIONAL BANK IN CHICAGO, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its ^{TRUST OFFICER} ~~Vice-President~~ and attested by its ^{SVP VICE PRESIDENT} ~~Assistant Secretary~~, this 16th day of MAY, A.D. 1978.

CENTRAL NATIONAL BANK IN CHICAGO,
as Trustee as aforesaid and not
individually,

By: *Sallee Bloedorn*
~~Vice-President~~
TRUST OFFICER

ATTEST:

Al Y. Gov
~~Assistant Secretary~~
SVP VICE PRESIDENT

EXHIBIT "C"

SCHEDULE OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

Unit 15A	12.081191%
Unit 16B	19.329904%
Unit 17B	19.329904%
Unit 18C	17.847906%
Unit 19B	19.329904%
Unit 20A	12.081191%

EXHIBIT A

That part of Residential Area 1-C as shown on "Antioch

Country Club Final Development Plan", recorded in the

Office of the Recorder of Deeds of Lake County, Illinois,

on September 10, 1975 as Document 1728016, described as

follows: Commencing at the North West corner of said

residential area 1-C; thence South 03 degrees 22 minutes 52

seconds West along the West line thereof, 161.47 feet;

thence South 86 degrees 37 minutes 08 seconds East, 23.03

feet to the point of beginning of this description; thence

continuing South 86 degrees 37 minutes 08 seconds East

74.50 feet; thence South 03 degrees 22 minutes 52 seconds

West, 197.33 feet; thence North 86 degrees 37 minutes 08

seconds West, 74.50 feet; thence North 03 degrees 22 minutes

52 seconds East, 197.33 feet to the point of beginning, in

Lake County, Illinois.