

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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DECLARATION OF CONDOMINIUM OWNERSHIP
 and of
 EASEMENTS, RESTRICTIONS AND COVENANTS
 for
 "HARBOR RIDGE CONDOMINIUM NO. /"
 INDEX TO DECLARATION

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.

Building:

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

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 for the purposes of Article VIII 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 teres 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

