



Doc#: 0812922073 Fee: \$156.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/08/2008 12:58 PM Pg: 1 of 01

COOK COUNTY RECORDING

- ☐ DEED
- ☐ MORTGAGE
- ☐ ASSIGNMENT
- ☐ POWER OF ATTORNEY
- ☐ RELEASE
- ☐ SUBORDINATION AGREEMENT
- ☒ OTHER Declaration of Condominium

RETURN TO:

Classic Title
David Bulcenis
3315 E Algonquin Rd # 330
Rolling Meadows, IL
60008

SEASONS OFFICE LLC
DECLARATION OF CONDOMINIUM
PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT
FOR THE SEASONS PROFESSIONAL AND MEDICAL OFFICE CENTER

This Declaration made and entered into this 6th day of May, 2008, by Seasons Office LLC.

Witnesseth:

Whereas, Seasons Office LLC is the owner in fee simple of certain real estate, hereinafter described, in the Village of Arlington Heights, Cook County, Illinois; and

Whereas, Seasons Office LLC seeks to develop a professional and medical condominium office center to be called The Seasons Office Professional and Medical Center and, for such purpose, intends to and does hereby submit such real estate, together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging or in anywise pertaining thereto, and any and all easements appurtenant thereto to the provisions of the Illinois Condominium Property Act; and

Whereas, Seasons Office LLC desires to establish certain rights and easements in, over, and on said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the real estate and all units; and

Whereas, Seasons Office LLC desires and intends that the several Unit Owners, mortgagees, Occupants, and other Persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

Now Therefore, Seasons Office LLC declares as follows:

1. **DEFINITIONS.**

Certain words and terms used in this Declaration are defined as follows:

- a. **Act** — The Condominium Property Act of the State of Illinois, as amended from time to time.
- b. **Association** — The Association of all the Unit Owners acting pursuant to the Bylaws attached hereto as Exhibit C, through its duly elected Board.
- c. **Board** — The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the "Board" shall mean the Board of Directors of the incorporated Association.
- d. **Buildings** — All structures, attached or unattached, located on the Property, containing one or more Units.

- e. **Bylaws** — The Bylaws of the Association, which are attached hereto as Exhibit C.
- f. **Common Elements** — All portions of the Property except the Units, including, without limiting the generality of the foregoing, the Parcel, parking lots and parking spaces, stairways, corridors, roofs, storage areas, mechanical rooms and equipment therein, refuse collection system, central heating system, and structural parts of the improvements on the Parcel, wherever located.
- g. **Common Expenses** — The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- h. **Condominium Instruments** — All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws, and Plat.
- i. **Developer** — Seasons Office LLC, an Illinois limited liability company, and its successors and assigns, or such other Persons as Seasons Office LLC may from time to time designate. The Developer is the Developer of the Property as Developer is defined in the Act. For purposes hereof, any receiver or mortgagee in possession with respect to such entire interest shall be entitled to exercise all rights of Developer during the period of its receivership or possession as mortgagee in possession, or the case may be.
- j. **First Mortgagee** — An owner of a bona fide first mortgage or first trust deed covering any portion of the Property.
- k. **Initial Board of Managers** — The first Board, the majority of the members of which are Unit Owners other than the Developer.
- l. **Limited Common Elements** — That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows, doors, and all fixtures and structures therein that lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits, or other system or component part thereof that serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit, patios and balconies that either have been designated on the Plat as Limited Common Elements or that are designed for the exclusive use of a single Unit and, in ordinary use, are accessible only from that Unit, and excess appended areas as delineated on the Plat that are designed for the exclusive use of a single Unit. Such excess appended areas that are designed for the exclusive use of a single Unit, if any, shall be made appurtenant to a Unit by the deed of conveyance from Seasons Office LLC with respect to such Unit. As of the date of this Declaration, Units 1, 7 and 8 each have excess appended areas made appurtenant to them and the square footage of such excess appended areas is not, and shall not be, calculated as part of the square footage of such Units for the purposes of determining such Units' percentage ownership interest in the Common Elements. In the event Seasons Office LLC does not allocate all Limited Common Areas by the time it has conveyed all the Units, the Board may deal with such unallocated Limited Common Elements as it deems appropriate.
- m. **Maintenance Fund** — All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.
- n. **Majority or Majority of Unit Owners** — The owners of more than 50 percent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
- o. **Occupant** — A person or persons, other than a Unit Owner, in possession of a Unit.

- p. **Parcel** — The lot or lots or tract or tracts of land, described in Paragraph 2 hereof, submitted to the provisions of the Act.
- q. **Person** — A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property
- r. **Plat** — A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of the three-dimensional, horizontal, and vertical delineation of all such Units and such other data as may be required by the Act.
- s. **Property** — All land, property, and space comprising the Parcel, all improvements and structures erected, constructed, or contained therein or thereon, including the Building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, and enjoyment of the Unit Owners, submitted to the provisions of the Act.
- t. **Record; Recordation; Recording; Recorded** — To record or have recorded in the Office of the Recorder of Deeds of Cook County, Illinois.
- u. **Reserves** — Those sums paid by Unit Owners that are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
- v. **Unit** — Any part of the Property designed and intended for any type of independent use and designated on the Plat as a Unit.
- w. **Unit Owner** — The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

2. **LEGAL DESCRIPTION OF PARCEL.**

The Parcel hereby submitted to the provisions of the Act is legally described on Exhibit A attached hereto and made part hereof

3. **DESCRIPTION OF UNITS.**

All Units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit A attached hereto and made a part hereof.

4. **USE AND OWNERSHIP OF THE COMMON ELEMENTS.**

- a. **Use of the Common Elements.** The use of the Common Elements, and the rights of the Unit Owners with respect thereto, shall be subject to and governed by the Act, the Condominium Instruments, and the rules and regulations of the Board. The Board shall have authority to lease, license, or grant concessions with respect to portions of the Common Elements other than the Limited Common Elements. All income derived by the Association from leases, licenses, concessions, or other sources shall be held and used for the benefit of the members of the

Association, pursuant to the Condominium Instruments, and the rules and regulations of the Association.

- b. ***Ownership of the Common Elements.*** Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Except for the Limited Common Elements, each Unit Owner and his agents, permitted Occupants and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of the Unit as a professional or medical office and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to and run with his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit, the Limited Common Elements access to which is available only through his Unit, and the excess appended areas made appurtenant to a Unit as provided in Paragraph 1(l) hereof. In the case of the shared entry vestibules (as in Units 2 and 3; Units 3 and 4; Units 7 and 8; and Units 9 and 10) the Unit Owner sharing such entry vestibules shall together have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving their Unit, to the exclusion of all Unit Owners whose Units are not contiguous to, or served by, such entry vestibule. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit owner. Limited Common Elements may not be transferred between or among Unit Owners.

5. **ENCROACHMENTS AND EASEMENTS.**

- a. If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or any portion of any Unit encroaches on any part of any other Unit as a result of the construction, repair, reconstruction, settlement, or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of (1) the Unit Owner of the Unit so encroaching, or (2) all the Unit Owners with respect to the Common Elements so encroaching as long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is Recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Trustee or the Developer or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.
- b. The Village of Arlington Heights and all other providers of public utility services serving the Property, and any Person providing cable television or other similar entertainment to the Property, are hereby granted the right to lay, construct, renew, replace, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus, and other equipment related to their service to the Property, into and through the Common Elements and the Units, where reasonably necessary, for the purposes of providing utility and entertainment services to the Property, as long as such grantees repair any damage to the Property resulting from an exercise of their rights hereunder. Subject to the terms of Paragraph 5(c), the Developer or Association may hereafter grant other or additional easements for utility or entertainment purposes and for any other purposes including, but not limited to, such easements as may be required to construct, keep, and maintain improvements on the Common Elements for the benefit of the Property, over, under, along, and on any portion of said Common Elements, and each Unit Owner hereby grants the Developer and the Association an irrevocable power of attorney to execute, acknowledge, and Record for and in the name of such Unit Owner such instruments as may be necessary to effectuate the foregoing (provided that with