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EXHIBIT

ATTACHED TO

0011106031

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11-26-01

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This document prepared by
and mail to:
JOHN C. GRIFFIN
10001 S. Roberts Road
Palos Hills, IL 60465
(708) 598-6800

EXHIBIT ATTACHED

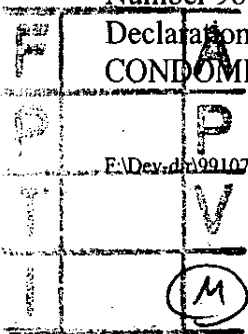
**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR
KAILEY COURT CONDOMINIUMS AND DECLARATION OF BYLAWS FOR
THE KAILEY COURT CONDOMINIUM ASSOCIATION, AN ILLINOIS
NOT-FOR-PROFIT CORPORATION**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS AND COVENANTS FOR KAILEY COURT CONDOMINIUMS AND DECLARATION OF BYLAWS FOR THE KAILEY COURT CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION is made and entered into this 24th day of April, 2001, by State Bank of Countryside, not personally but as Trustee under Trust Agreement dated April 17, 1998 and known and Trust Number 98-1898 (The "Declarant").

WITNESSETH:

WHEREAS, by the Declaration of Condominium Ownership and Easements, Restrictions and Covenants for KAILEY COURT CONDOMINIUMS and Declaration of Bylaws for THE KAILEY COURT CONDOMINIUM ASSOCIATION, AN ILLINOIS NOT-FOR-PROFIT CORPORATION ("Declaration") recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 00221641, State Bank of Countryside, not personally but as Trustee under Trust Agreement dated April 17, 1998, and known and Trust Number 98-1898 submitted certain real estate (the "Property") to the provisions of the Declaration of said Condominium development being known as KAILEY COURT CONDOMINIUM ASSOCIATION (the "Condominiums"); and

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WHEREAS, BY ARTICLE XII of the Declaration the right is reserved in the Developer, Murphy & McInerney, Inc. to annex and add certain real property to the Property described in the Declaration and thereby add to the Condominiums; and

WHEREAS, State Bank of Countryside, as Trustee under Trust Agreement dated April 17, 1998 and known as Trust Number 98-1898, as the legal title holder of the Property to be annexed and as the Developer wishes to so annex and add to said Property and thereby submit to the Declaration as a part of the Condominiums the following real property :

THE WEST 30 FEET OF LOTS 41 AND 42 IN THOMAS HURFORD'S SUBDIVISION OF THE WEST ½ OF BLOCK 5 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST ½ OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1536 Garage Units G-1N, G-1S, G-2N, G-2S, G-3N, and G-3S North Bosworth, Chicago, IL 60622

2000 PIN (entire development): 17-05-100-029-0000 and 17-05-100-030-0000

2001 PIN (add on parcel) 17-05-100-054-0000

which property is described in Exhibit "C" to the said Declaration as Additional Property; and

WHEREAS, the Additional Property is now improved with one (1) garage building, containing six (6) garage units making a total of six (6) additional garage units, as defined in the Declaration; and

WHEREAS, BY ARTICLE XIX G of the Declaration the right is reserved in the Developer, Murphy & McInerney, Inc. to correct clerical or typographical error in the Declaration to the Condominiums.

NOW, THEREFORE, State Bank of Countryside as Trustee under Trust Agreement dated April 17, 1998 and known as Trust No. 98-1898, for the purpose above set forth, hereby declares that the Declaration be and hereby is amended as follows:

1. The Additional Property is hereby annexed to the Parcel and Property as defined in the Declaration and Declarant hereby declares that the additional property shall be held, sold and conveyed subject to the party wall rights, covenants, conditions, easements and restrictions contained in the Declaration all of which shall run with the land and be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall insure to the benefit of each Owner thereof.

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2. The Plat attached to the Declaration showing the boundaries of the Property and delineating and describing the Units contained therein, is hereby amended and supplemented by the addition of one (1) page attached hereto showing the boundaries of the annexed Property and describing the additional Garage Units contained in said annexed Property.

3. The Declaration pages 37 to ~~45~~, attached hereto, and previously unintentionally omitted, are hereby incorporated into the Declaration as Pages 37 to 44.

4. The "Exhibit B" attached to the Declaration showing the percentage ownership in the common elements is hereby deleted and the "First Amended Exhibit B", attached hereto, is hereby incorporated into the Declaration as the "First Amended Exhibit B."

5. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

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Trustee Exculpation.

It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Declarant personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Declarant not in its own right, but solely in the exercise of the powers conferred upon it as Trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against STATE BANK OF COUNTRYSIDE or any of the beneficiaries under the Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Declarant in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Declarant will act only on the direction of the beneficiaries.

Signed as of the day and year first above written.

STATE BANK OF COUNTRYSIDE
NOT INDIVIDUALLY, BUT AS
TRUSTEE AS AFORESAID

BY: *Jean Nicka*

NAME: JEAN NICKA, Asst. VP.

TITLE: _____

ATTEST:

BY: *[Signature]*
SUSAN L. JUTZI, Vice Pres.

this Article. This payment shall not be refundable and shall not be applied as a credit against the Unit Owner's monthly assessments.

- L. User Charges. The Board may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners of which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for use of master antenna system and fees for such other services and facilities provided to Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefitted thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Paragraph, and the Board may elect to treat all or any portion thereof as Common Expenses.

ARTICLE XVII
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common elements shall be owned, occupied, and used subject to the following covenants and restrictions:

- A. General Use. Each part of the Property shall be used for the purposes for which such part of the Property was designed. Each Unit which was, or any two or more adjoining Units used together which were, designed for use as a residence shall be used as a residence or such other uses permitted by this Declaration and for no other purpose, and no residential Unit shall (without the prior written consent of the Board) be occupied for sleeping quarters by more than the following number of persons:

- 1 Bedroom Unit - 3 persons
- 2 Bedroom Unit - 4 persons
- 3 Bedroom Unit - 6 persons

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.

- B. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and the Limited Common Elements adjoining his Unit.

- C. Prohibited Use. Nothing shall be done or kept in any Unit, or in the Common Elements, which will increase the rate of insurance on any of the Buildings or contents thereof, without the prior written consent of the Board. No Unit 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 any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in any of the Buildings, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.
- D. Unit Owner Insurance. Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit or Garage Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.
- E. Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of any of the Buildings and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof or any of such Buildings, or any part thereof, without the prior consent of the Board.
- F. Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units, whether by draperies, shades, or other items visible from the exterior of any of the Buildings, shall be subject to the rules and regulations of the Board.
- G. Floor Coverings. In order to enhance the soundproofing of the Buildings, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.
- H. Pets. No animals, reptiles, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that one dog, cat, or other household pets not to exceed fifty pounds may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.
- I. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently,

which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

- J. Unsightliness. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
- K. Personal Effects. Except as may be approved by the Board in writing, there shall be no playing, lounging, parking or baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, or chairs on any part of the Common Elements.
- L. Commercial Activities. Except as may be approved by the Board in writing, no industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit which has been designed as a residence.
- M. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the Property except at such location and in such form, as shall be determined by the Board; provided that the right is reserved by the Declarant, the Developer, and their agents, to maintain on the Property until the sale of the last Unit, all models, sales offices, and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as Developer shall determine, together with the right of ingress, egress, and transient parking therefor through the Common Elements in favor of Developer, its agents, licensees, designees and its prospective purchasers and lessees.
- N. Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.
- O. Exceptions. The Unit restrictions in Paragraphs A and L of this article shall not, however, be construed in such a manner as prohibit a Unit Owner from: (i) maintaining his professional library therein, (ii) keeping his personal business or professional records or accounts therein, or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such Paragraphs A and L of the Article.
- P. Notwithstanding anything to the contrary in this Declaration:
 - 1. Structural changes and alterations may be made by the Declarant or Developer in Units and Common Elements used by the Declarant or Developer in its agent as model apartments and/or sales and marketing areas, as may be reasonably necessary in Developer's opinion to adapt the same to such uses. Such changes

may include the elimination or alteration of perimeter walls for the purpose of combining adjoining Units or improving access thereto or visibility thereof; and

2. The Declarant, Developer and its agent further reserve the right at all times to use unsold Units for storage, office, sales, models, and related purposes until all Units listed on Exhibit B attached hereto have been purchased, and the right to permit prospective purchasers of these Units to park in Common Element parking areas while viewing said Units.

ARTICLE XVIII

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

- A. Abatement and Enjoinment. The violation of any restriction, or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this Declaration shall give the Board the right, in addition to the rights set forth in the next succeeding paragraph and elsewhere in this Declaration: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, therein, or condition that may exist thereon contrary to the intent and the provisions hereof, and the Declarant, the developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.
- B. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this 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, the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit 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 Unit for a decree of mandatory injunction against such Unit Owner or occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by such Unit Owner on account of the said violation, and ordering that the right, title, and interest of the Unit 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 regulations of the Board defaulting Unit Owner from reacquiring such Unit Owner's 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 Unit 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 Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as set forth in Article XI of this Declaration, 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 provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XIX GENERAL PROVISIONS

- A. Notice of Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.
- B. Notices to Board, Association, and Unit Owners. Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Unit Owner may be in writing. Notices to a Unit Owner may be delivered to such Unit Owner personally or by mail addressed to such Unit Owner's Unit. Notices to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Unit. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices to such Unit Owner by giving written notice of such Unit Owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when mailed by United States registered or certified mail. Notices addressed and mailed to a Unit Owner shall be deemed delivered when such notice is deposited in such Unit Owner's mailbox in

the building in which the Unit is located.

- C. Notice of Decedent. Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.
- D. Binding Effect. Each grantee of the Declarant and each subsequent grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and each tenant under a lease for a Unit accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property or any Unit, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
- E. Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
- F. Amendment, Change, Modification, or Recession. No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Declarant or Developer may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. The provisions of this Paragraph F may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or recession and signed, acknowledged and approved by the Board, the Developer and all of the Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Except for amendments to this Paragraph F, and except as elsewhere provided in this Declaration, and except as provided in the Act, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or recession and signed and acknowledged by the Board and approved by the Unit owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required under the Condominium Instruments and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or recession made in accordance with this Declaration shall be

effective upon the recording of such instrument in the office of the Cook County, Illinois Recorder.

- G. Special Amendment. Notwithstanding any other provision of this Declaration, the Declarant and the Developer and each of them singly reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of the Act or any applicable local ordinance or the requirements of any institutional lender issuing a commitment to the Declarant or Developer to make first mortgage loans or (ii) correct clerical or typographical errors in this declaration, or (iii) complete the data on the plat after improvements constructed at any time on the Parcel are completed by the Developer. In furtherance of the foregoing, each Unit Owner and each holder of mortgage, trust deed, or lien affecting any Unit and each person having any other interest in the property hereby grants to the Declarant and Developer and each of them (and the Declarant hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Unit Owner and each such holder or person to make, sign and record on behalf of each unit Owner and each such holder and person any amendment described in this Paragraph G. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a unit or the property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforescribed power of attorney to the Declarant, Developer, and each of them, to make, sign and record on behalf of each of the Unit Owners, holders and persons described in this Paragraph any amendment described in this Paragraph. The power of attorney described in this Paragraph shall terminate upon the sale and transfer of title to the last unit covered herein.
- H. Invalidity. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.
- I. Perpetuities and Restraints. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rules restricting restraints or alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of WILLIAM CLINTON, President of the United States, and RICHARD DURBIN, Senator of the State of Illinois.
- J. Liens. In the event any lien exists against two (2) or more Units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Unit so affected may remove such Unit and the undivided interest in the Common Elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against all of the Units or against

the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in this Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such Unit and the undivided interest in the Common Elements appertaining thereto from such lien. The owner of any Unit shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board for the Association, if any, shall be limited to such Unit Owner's proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his Unit, or caused by his own conduct. After the Declarant conveys to any Person title to any Unit, no mechanic's lien shall be created against such Unit or its Common Elements interest by reason of any contract by the Declarant or the Developer to improve or make additions to the Property.

If, as a result of work expressly authorized by the Board, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness.

- K. Release of Claims. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, Occupant, the Association, its officers, members of the Board, the Declarant, the Developer, the managing agent, 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 or other form of casualty insurance.
- L. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first-class condominium Buildings.
- M. Headings and Gender. The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.
- N. Ownership by Land Trustee. In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation, and control of the Unit Ownership remain vested in the Trust beneficiary or beneficiaries, then the Unit Ownerships under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under

this Declaration against such Unit Ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation created under this Declaration and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding and transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

- O. Utilities. Each Unit Owner shall promptly pay when due the cost for all telephone, electricity and other utilities which are separately metered or billed to such Unit Owner or for the Unit owned by such Unit Owner by the utility company furnishing such utility. Utilities for the Property which are not separately metered or billed shall be part of the Common Elements and paid by the Board.

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FIRST AMENDED EXHIBIT "B"

<u>UNIT NUMBER</u>	<u>COMMON ELEMENTS</u>	<u>STORAGE SPACE</u>
1N	22.15000	None
1S	17.14000	S1S
2N	9.60000	S2N
2S	9.71000	S2S
3N	14.66000	S3N
3S	14.74000	S3S
G-1N	2.00000	
G-1S	2.00000	
G-2N	2.00000	
G-2S	2.00000	
G-3N	2.00000	
G-3S	2.00000	
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