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THE MASTER DECLARATION  
FOR  
CRESTPOINT CONDOMINIUMS  
PHASE 2  
LOCATED  
AT  
CRESTWOOD, ILLINOIS

Prepared by e-MAIL TO  
WILLIAM C DOWD  
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## CRESTPOINT CONDOMINIUMS

### PHASE 2

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## THE MASTER DECLARATION FOR CRESTPOINT CONDOMINIUMS PHASE 2

This Declaration is made by McGinty Development, Inc., an Illinois Corporation hereinafter referred to as "Declarant".

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### RECITALS

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The Declarant owns, in the aggregate, the real estate which is legally described in Exhibit "A" hereto and designated as the premises.

The premises will be improved with twelve (12) buildings which contain one hundred and forty four (144) condominium residential units and garage units, parking areas, green space, walkways, driveways and detention area.

The Declarant shall subject the entire premises to the provisions of this declaration. From time to time the Declarant may subject portions of the premises to the provisions of the Illinois condominium property act pursuant to a declaration of condominium ownership, though nothing in this declaration shall be construed to require the Declarant to do so.

Portions of the premises, including, without limitation, roads, walkways, driveways, open areas, detention area, including improvements located above and below the ground, are designated as "community area". The community area shall be maintained for the common use and enjoyment of all residents of the premises.

In the declaration of easements (defined below) the Declarant granted easements for ingress, egress and use of common areas over the parcel owned by Declarant, for the benefit of other residents of the premises. Such grants of easements included rights to use and enjoy portions of the premises designated hereunder as community area. The declaration of easements also allocated the cost of maintaining the easement and recreational areas among the owners from time to time of the parcels. Declarant desires to implement more fully the provisions of the declaration of easements and shall assign its rights, powers and duties under the declaration of easements to a master association formed under the Illinois General Not-For-Profit Corporation Act by the developer pursuant hereto.

The master association has been formed to provide for the orderly and proper administration and maintenance of the community area and for the architectural control of the dwelling units. The master association shall have the responsibility for administering and maintaining the community area, for providing certain services to the residential associations and their members, and shall set budgets and fix assessments to pay the expenses incurred in

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connection with such duties. The administration and maintenance of the community area by the master association shall at all times be subject to the declaration of easements, this declaration and all of the rights and easements provided for the owners in this declaration.

Each owner of a dwelling unit shall be a member of the master association. Each owner of a condominium unit shall also be a member of a residential association whose responsibilities include the administration of the condominium which includes his dwelling unit.

During the marketing of the condominium units on the premises, the developer shall retain certain rights set forth in this declaration, which rights shall include the right to appoint all members of the master association board and the sole right to vote at any meeting of the members, as more fully described in Article IX.

Now, therefore the Declarant 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:

1. *Administrator*: administrator of veteran's affairs.
2. *By-laws*: the by-laws of the master association.
3. *Charges*: the community assessment, any revised or special assessment levied by the master association, for which the condominium owners are liable under this declaration or the by-laws.
4. *Community area*: those portions of the premises which are described and designated as "community area", together with all improvements located above and below the ground thereon and rights appurtenant thereto. The community area shall generally include open space, feeder streets, outdoor parking areas, walkways, green areas and detention areas and shall not include the dwelling units, condominium buildings, or garages.
5. *Community assessments*: the amounts which the master association shall assess and collect from the residential associations to pay the community expenses and accumulate reserves for such expenses, as more fully described in Article VII.
6. *Community expenses*: the expenses of administration (including management and professional services), operation, maintenance, repair, replacement, of the community area; the cost of landscaping, insurance, water, snow removal, waste removal, electricity, telephone and other necessary utility expenses for the community area; the cost of providing waste removal, scavenger services and security services; the cost of general and special real estate taxes or assessments levied or assessed against any portion of the community area owned or to

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be owned by the master association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the master association in connection with the operation of the community area; the expenses described in the declaration of easements; any expenses designated as community expenses by this declaration; and any other expenses lawfully incurred by the master association for the common benefit of all of the owners.

7. *Declaration*: this instrument with all exhibits hereto, as amended or supplemented from time to time.
8. *Declaration of easements*:: the declaration of easements to will be recorded upon completion of community area, driveways, parking lot, detention area and green spaces.
9. *Delegate*: an individual who, after the turnover date, shall be entitled to vote at meetings of the master association, as more fully provided herein.
10. *Developer*: McGinity Development, Inc., an Illinois corporation, its successors and assigns.
11. *Dwelling unit*:: a residential unit located on a portion of the premises. A dwelling unit will be a condominium unit delineated in a condominium declaration recorded on a portion of the premises.
12. *Master association*: Crestpoint master association, an Illinois not-for-profit corporation, its successors and assigns.
13. *Master association board*: the board of directors of the master association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article VI.
14. *Mortgagee*: the holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a dwelling unit ("first mortgage").
15. *Non-owner*: a person other than an owner or a resident.
16. *Owner*: a record owner, whether one or more persons, of fee simple title to a dwelling unit, including contract sellers, but excluding contract purchasers and those having such interest merely as security for the performance of an obligation.
17. *Person*: a natural individual, corporation, partnership, Declarant or other legal entity capable of holding title to real property.
18. *Premises*: the real estate described in Exhibit "A" hereto, with all improvements thereon and rights appurtenant thereto.
19. *Record*: to record in the office of the recorder of deeds of Cook County, Illinois.



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20. *Resident*: an individual who resides in a dwelling unit and who is either the owner, a tenant of the owner, a contract purchaser of the dwelling unit, or a relative of any such owner, tenant or contract purchaser.
21. *Residential association*: a condominium association created pursuant to a declaration of condominium ownership recorded on portions of the premises, the members of which are owners of dwelling units which are part of a condominium.
22. *Residential association board*: the residential association board shall be deemed to mean the board of directors of the residential association when the residential association is a condominium association.
23. *Turnover date*: the date on which the rights of the developer to designate the members of the master association board are terminated under Article IX paragraph 5.
24. *Declarant*: McGinty Development, Inc., an Illinois corporation.

## ARTICLE II

### SCOPE OF DECLARATION

1. *Property subject to declaration*: Declarant, as the owner of fee simple title to the premises, collectively, expressly intends to and by recording this declaration.
2. *Conveyances subject to declaration*: all covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in any part of the premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this declaration, as fully and completely as though they were set forth in their entirety in any such document.
3. *Assignment of rights to master association*: Declarant hereby assigns, conveys, delegates, sets over and transfers to the master association all of its rights, powers, obligations and duties under the declaration of easements.
4. *Duration*: except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of recording of this declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a recorded instrument executed by not less than three-fourths (3/4) of the then owners.

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## ARTICLE III

### THE COMMUNITY AREA

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1. *Ownership:* the entire premises, shall be subject to this declaration upon recording. All mortgages on any portion of the premises recorded after the recording of this declaration shall be subject to and subordinate to this declaration. Any condominium declaration recorded against portions of the premises, as provided in Article IX paragraph 6 shall be subject and subordinate to this declaration. Prior to the turnover date, the community area may be conveyed to the master association subject to a mortgage, provided, that the master association shall have no personal liability to pay the indebtedness secured by such mortgage. The master association shall be responsible for the payment of any and all community expenses in connection with the community area, including, without limitation, real estate taxes, if any, and property damage and public liability insurance premiums, regardless of whether or not the master association actually holds title to any portion or all of the community area.
2. *Access easement:* each owner shall have a non-exclusive perpetual easement for ingress to and egress from his dwelling unit (and to and from any parking space that may be allocated to his dwelling unit) to public streets and roads over and across the community area, which easement shall run with the land, be appurtenant to and pass with the title to every dwelling unit. Cook County, or any municipality or other governmental authority which has jurisdiction over the community area shall have a non-exclusive easement of access over the community area for police, fire, ambulance, waste removal, snow removal and other vehicles for the purpose of furnishing municipal or emergency services to the premises. The master association, its employees, agents and contractors, shall have the right of ingress to, egress from, access over and parking on the community area, the right to store equipment on the community area and other access rights incidental to or necessary for the purposes of furnishing any maintenance, repair or replacement, addition, alteration or improvement to the community area or other services, as required or permitted hereunder.
3. *Right of enjoyment:* each owner shall have the non-exclusive right and easement to use and enjoy the community area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every dwelling unit, subject to and governed by the provisions of this declaration, the by-laws, and the reasonable rules and regulations from time to time adopted by the master association.
4. *Delegation of use:* subject to the provisions of this declaration, the by-laws, and the reasonable rules and regulations from time to time adopted by the master association, any owner may delegate his right to use and enjoy the community area to residents of his dwelling unit. An owner shall delegate such rights to contract purchasers of the dwelling unit who are residents. An owner who is not a resident of his dwelling unit may only use and enjoy the community area as permitted under rules and regulations adopted by the master association board.
5. *Rules and regulations:* the use and enjoyment of the community area shall at all times be subject to reasonable rules and regulations duly adopted by the master association.

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6. *Utility easements:* an Illinois telephone company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public and private utilities serving the premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the community area for the purpose of providing utility services to the premises.

7. *Damage by resident:* if, due to the act or omission of an owner, a resident of a dwelling unit, or of a household pet or guest or other authorized occupant or invitee of the owner of a dwelling unit, damage shall be caused to the community area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a community expense, then the owner of the dwelling unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined necessary by the master association board, to the extent not covered by insurance carried by the master association.

8. *Easements, leases, licenses and concessions:* the master association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the community area for such uses and purposes as the master association board deems to be in the best interests of the owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities, communication and broadcasting facilities, and similar and related purposes. Without limiting the foregoing, until the developer's rights under Article IX are terminated, the master association shall grant such easements as the Declarant or developer may from time to time request and which are similar to or consistent with that which the Declarant may grant under Article IX paragraph 4. Any and all proceeds from leases, easements, licenses or concessions with respect to the community area shall be used to pay the community expenses. Also, the master association shall have the right and power to dedicate any part or all of the roads or parking areas to the county of cook or the city of crestwood or any municipality or other governmental authority which has jurisdiction over the community area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a unit ownership, shall be deemed to grant a power coupled with an interest, to the master association board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Article. Any instrument executed pursuant to the power granted herein shall be executed by the president and attested to by the secretary of the master association and duly recorded.

9. *Insurance:*

- a) The master association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements to the community area (based on current replacement cost for the full insurable replacement value) of such improvements. With respect to portions of the community area which are made subject to a condominium declaration, the master association shall be made an additional insured party on the policy and shall be responsible for the payment of the portion of the premium attributable to the community area.
- b) The master association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property

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damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each owner, the master association, its directors and officers, the developer, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the community area. The master association board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Article XI, paragraph 6. Such insurance coverage shall include cross liability claims of one or more insured parties.

- c) The master association shall have the authority to and shall obtain fidelity bonds indemnifying the master association, the master association board and the owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the master association or of any other person handling funds of the master association in such amounts as the master association board shall deem desirable.
- d) The master association and each owner hereby waives and releases any and all claims which it or he may have against any owner, including relatives of an owner, the master association, its directors and officers, the Declarant, the developer, the managing agent, if any, and their respective employees and agents, for damage to the community area, or to any personal property located in the community area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the master association board under sub Articles (a) and (b) shall contain waivers of the insurer's rights to subrogation against any owner, relatives of an owner, the master association, its directors and officers, the Declarant, the developer, the managing agent, if any, and their respective employees and agents.
- e) Subject to the provisions of Article IV paragraph 5, the master association shall obtain insurance coverage on behalf of one or more residential associations in accordance with the requirements set forth in any condominium declaration governing such residential association. The residential association shall pay or reimburse the master association for the premiums allocable to the residential association and all costs incurred by the master association to obtain such insurance, less the portion of the premium, if any, which is payable by the master association as provided in Article III paragraph 10.
- f) Except as provided in e) above, the premiums for any insurance obtained under this Article shall be community expenses.

10. *Condemnation*: in the case of a taking or condemnation by competent authority of any part of the community area, the proceeds awarded in such condemnation shall be paid to the master association and such proceeds, together with any capital reserve being held for such part of the community area, shall be first be applied to pay the community expenses incurred with any work to restore the community area and the excess, if any shall, in the discretion of the master association board, (i) be distributed to the residential associations in the shares



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provided for in Article VII paragraph 3 or (ii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all owners, as community area under this declaration. Any acquisition of real estate by the master association pursuant to this Article which shall become community area hereunder shall not become effective unless and until a supplement to this declaration, which refers to this Article and legally describes the real estate affected, is executed by the president of the master association and recorded.

11. *No dedication to public use*: nothing contained in this declaration shall be construed or be deemed to constitute a dedication, express or implied, or any part of the community area to or for any public use or purpose whatsoever.

12. *Community area restriction*: no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the community area nor shall any "for sale" or "for rent" signs or any other advertising be maintained or permitted on any part thereof, except as permitted by the master association board. The activities of the developer in connection with the renovation and marking of the development and the activities of any managing agent performed pursuant to a management contract between such managing agent and the master association or any residential association shall not be subject to this Article.

13. *Obstructions*: except as permitted under Article IX paragraph 3 there shall be no obstruction of the community area, and nothing shall be stored in the community area without the prior written consent of the master association board.

14. *Pets*: no animal of any kind shall be raised, bred or kept in the community area. The master association board may from time to time adopt rules and regulations governing the use of the community area by pets, including, without limitation, rules and regulations which set aside certain portions of the community area as a "dog run" or which require an owner to clean up after his pet. Any pet causing or creating a nuisance or unreasonable disturbance on the community area shall be permanently removed from the premises under three (3) days written notice from the master association board to the owner of the dwelling unit containing such pet and the decision of the master association board shall be final.

15. *Proscribed activities*: no noxious or offensive activity shall be carried on in the community area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the residents.

16. *Structural impairment*: nothing shall be done in, on or to the community area which would impair the structural integrity of any building or structure located thereon.

17. *No unsightly uses*: no clothes, sheets, blankets, laundry of any kind or other Articles shall be hung out on any portion of any dwelling unit, building or the community area. The community area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the master association board.

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18. *Use of water:* the master association shall have the right to use water from taps or spigots which are attached to buildings which contain dwelling units for the purpose of watering the green areas in the community area. The master association shall not be required to reimburse the residential association which administers the building for the use of the water.

19. *Parking:* the master association board may, in its discretion, assign to owners the exclusive right to use outdoor parking spaces located in the community area; provided that if specific parking spaces are assigned to dwelling units, the master association shall maintain a registry of dwelling units and the parking spaces assigned to each. The master association may adopt other reasonable rules and regulations concerning the use of outdoor parking spaces.

## ARTICLE IV

### ADMINISTRATION AND MAINTENANCE OF THE DEVELOPMENT

1. *Maintenance, repair and replacement of the community area:* maintenance, repair and replacement of the community area shall be furnished by the master association, and shall include, without limitation, the following:

- a) The maintenance (including street cleaning, waste removal, and snow removal), repair and replacement of the streets, walks, paths, outdoor parking areas, access facilities, maintenance and upkeep of the detention area and of all other improvements of the community area; and
- b) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping of the community area.

The cost of the maintenance, repairs and replacement of the community area shall be community expenses. In the event that any of the improvements to the community area are damaged and such damage is covered by insurance carried by the master association under Article III, paragraph 9, then unless a resolution to the contrary is adopted by the affirmative vote of at least 90% of the delegates, the damaged improvements shall be repaired, replaced or reconstructed and the insurance proceeds shall be used first to pay the cost thereof, and any excess shall be distributed to the owners and their mortgagees, as their interests may appear.

2. *Alterations, additions and improvements to community area:* no alterations, additions or improvements shall be made to the community area without the prior approval of the master association board. The master association may cause alterations, additions or improvements to be made to the community area, and the cost thereof may be paid from a special assessment, as more fully described in Article VII paragraph 5.

3. *Other services and costs related to the community area:* the master association shall be responsible for the payment of real estate taxes assessed against those portions of the community area which are not part of the common elements of any condominium and shall procure and maintain the insurance described in Article III paragraph 9, and the costs thereof shall be community expenses.

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4. *Services to dwelling units*: the master association shall be responsible for furnishing waste removal and scavenger services to the dwelling units. The costs for such services shall be community expenses.
5. *Services to residential associations*: in order to facilitate the smooth administration and operation of the premises and to obtain the benefits of economies of scale, unless and until otherwise provided in a resolution of a residential association adopted by the affirmative vote of voting members representing at least 66-2/3% of the undivided interests in the condominium administered by the residential association and consented to in writing by 75% of the mortgagees of dwelling units in such condominium, the master association shall furnish to all residential associations which have not adopted such a resolution or so notified the master association board, either through its employees or its managing agent, certain management services normally provided by a managing agent, including, without limitation, the following:
- a) Collect all assessments due or to become due to the residential association and prepare checks (which shall be executed by persons designated by the residential association board) to pay residential association expenses;
  - b) Render to each residential association a detailed written statement specifying all receipt and disbursements during the preceding month;
  - c) Assist each residential association in the preparation of an annual budget for such residential association;
  - d) Hire, supervise, discharge and pay all engineers, janitors and other employees of the residential association;
  - e) Furnish all necessary decorating, maintenance, repairs and replacements to the property for which the residential association is responsible;
  - f) Purchase all normal operating supplies and enter into any necessary service contracts on behalf of the residential association, including, without limitation, and laundry room contracts;
  - g) Procure all insurance which the residential association is authorized or obligated to obtain under the terms of the condominium declaration governing the residential association where the residential association administers a condominium;
  - h) Assist the residential association in the preparation and implementation of appropriate rules and regulations; and
  - i) Purchase other goods and services required for the proper administration, operation, maintenance, repair and replacement of the property administered and operated by the residential association.

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The master association shall furnish such management services subject to the direction of the residential association board. The master association shall be paid no fee for furnishing such management services. In the discretion of the master association, the residential association shall either pay directly or reimburse, the master association for payment by it of any costs or expenses incurred in connection with furnishing such management services (including overhead and salaries) or in procuring other goods and services on behalf of the residential association. Any allocation of costs or expenses between the master association and the residential association to which the master association is furnishing the above services shall be made by the master association board based on generally accepted accounting principles consistently applied, and any allocation so made shall be final and binding on all concerned parties. Where the residential association administers a condominium, any payment or reimbursement to the master association shall be a common expense of the residential association (as defined in the condominium declaration) and if the residential association fails to reimburse the master association for payment by it of any costs or expenses within thirty (30) days after demand, then the amount thereof shall be a charge hereunder payable directly to the master association by the owners who are members of the residential association in such proportions as shall be set forth in the declaration which governs the residential association.

6. *Managing agent:*

- a) The master association shall engage the services of a professional manager or managing agent to assist the master association in the performance of its duties hereunder, pursuant to a written agreement. Any management agreement entered into by the master association shall have a term of not more than one year and shall be terminable by the master association for cause on 30 days written notice, or without cause or payment of a termination fee by either party on 90 days written notice.
- b) The consent of 75% of the mortgagees shall be required for the master association to effectuate a decision to terminate professional management and assume self-management of the community area.

7. *Allocation of real estate taxes:* any bill for real estate taxes or special assessments which covers a portion of the premises other than an individual condominium dwelling unit and its undivided interest in the common elements of the condominium of which it is a part shall be allocated and paid as follows:

- a) The master association shall allocate the bill among the following categories of real estate:
  1. Community area; and,
  2. Buildings which contain dwelling units
- b) The portion of the bill allocated to category 1 shall be paid by the master association as part of the community expenses.
- c) The portion allocated to category 2 shall be paid by the residential association which administers the condominium.



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- d) If a bill covers real estate which is allocable to more than one residential association or more than one category of real estate, the master association shall allocate the bill to the residential associations and/or the categories of real estate based on generally accepted accounting principles, consistently applied and the master association's determination shall be final and binding on all parties.
- e) The master association, in its discretion, may pay any such bill or portion thereof and collect the allocable portion thereof from the residential association as a charge hereunder.

## ARTICLE V

### ARCHITECTURAL CONTROL

1. *Overall control:* the master association board, or a duly authorized committee thereof created pursuant to the by-laws, shall have the right and power from time to time to adopt reasonable rules and regulations governing the architectural design and exterior finish of all structures or improvements from time to time located on the premises, including, without limitation, structures which contain dwelling units and all improvements located on the community area, which rules and regulations shall control in the event of a conflict with any rules and regulations or other actions taken by a residential association relating to or affecting the architectural design and exterior finish of any buildings containing dwelling units.
2. *Developer's rights:* the provisions of Article V, paragraph 1 shall not apply to any construction or renovation at any time performed by developer, or its employees, agents or contractors, or any part or parts of the premises, including, without limitation, the architectural design, construction, alteration, renovation, improvement, or decorating of any structure contained dwelling units or the community area.
3. *Remedy:* if any residential association shall fail to maintain or repair any building exterior for which it is responsible or shall change (or permit a change to be made in) the color, material, finish or any other aspect of any such building, without complying with the provisions of Article V, paragraph 1 or the rules and regulations adopted here under then, in addition to any remedies which the master association may have hereunder or by law and without waiving any of such remedies, the master association shall have the right to enter upon such structure and to repair, maintain or restore the exterior and any improvements thereto or do whatever it deems necessary or appropriate to remedy any such failure or to correct and restore any improper condition. The cost (as determined by the master association board) of any such corrective work shall be charged to the residential association which is responsible for the maintenance of such structure. If the residential association fails to pay or reimburse such cost to the master association within thirty (30) days after demand then the cost thereof shall be a charge hereunder payable directly to the master association by the owners, in such proportion as may be set forth in a condominium declaration which governs the residential association, if any. If the corrective work becomes necessary as a result of the actions of an owner or owners, then in lieu of the foregoing collection procedure, the master

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association may collect the cost thereof from such owner or owners as a charge hereunder in the proportions determined by the master association board.

## ARTICLE VI

### THE MASTER ASSOCIATION

1. *In general:* developer has caused or will cause the master association to be incorporated as a not-for-profit corporation under Illinois law. The master association shall be the governing body for all of the owners for the administration and operation of the community area and for the performance of various other functions provided for herein.
2. *Membership:* each owner shall be a member of the master association. There shall be one membership per dwelling unit membership shall be appurtenant to and may not be separated from ownership of a dwelling unit. Ownership of a dwelling unit shall be the sole qualification for membership. The master association shall be given written notice of the change of ownership of a dwelling unit within ten (10) days after such change.
3. *Delegates:* subject to the provisions of Article IX paragraph 5, voting rights of the members of the master association shall be vested exclusively in the delegates. If as of the turnover date there is one residential association for each parcel, then thereafter there shall be twelve (12) delegates and each residential association appoint one (1) delegate. Each delegate which is appointed by a residential association which is a condominium shall be a member of the board of directors of the condominium. Each residential association shall have the right to remove and replace any delegate appointed by it at any time, in its sole discretion, by giving written notice thereof to the master association.
4. *Master association board:* subject to the rights retained by the developer under Article IX paragraph 5, the master association board shall consist of twelve (12) members, each of whom shall be a delegate.
5. *Voting rights.* Prior to the turnover date, all of the voting rights at each meeting of the master association board shall be vested exclusively in the developer and the delegates shall have no voting rights. From and after the turnover date, all of the voting rights at any meeting of the master association shall be vested in the delegates and each delegate shall have one vote. From and after the turnover date any action may be taken by the delegates at any meeting at which a quorum is present (as provided in the by-laws) upon an affirmative vote of a majority of votes represented by the delegates present at such meeting, except as otherwise provided herein or in the by-laws.
6. *Director and officer liability:* neither the directors nor the officers of the master association whether elected or designated by the developer or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The master association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts

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made by or other acts of the directors and officers on behalf of the owners or the master association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the master association board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

7. *Representation*: the master association shall have the power and right to represent the interests of all of the owners in connection with claims and disputes affecting the community area. Without limiting the foregoing, the master association shall have the power after the turnover date to settle disputes between the master association, the owners, and the developer affecting the use or enjoyment of the community area and any such settlement shall be final and shall bind all of the owners and the residential association.

8. *Copy of proposed annual budget*: each owner of a condominium unit shall receive, at least thirty (30) days prior to the adoption thereof by the master association board, a copy of the proposed annual budget.

9. *Itemized accounting of the common expenses*: the master association board shall annually furnish to all owners of condominium units, an itemized accounting of the common expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or community assessments, and showing the net excess or deficit of income over expenditures, plus reserves.

10. *Written notice*: each owner of a condominium unit shall receive written notice, mailed or delivered, no less than 10 and no more than 30 days prior to any meeting of the master association board concerning the adoption of the proposed annual budget or any increase or establishment of the community assessments.

11. *Open meetings*. Meetings of the master association board shall be open to any owner of a condominium unit, subject to the authority of the master association board, except for the portion of any meeting held: (a) to discuss litigation when an action against or on behalf of the master association has been filed and is pending in a court or administrative tribunal, or when the master association board finds that such an action is probable or imminent; (b) to consider information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of rules and regulations of the master association or unpaid common

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expenses owed to the master association. Any vote on these matters shall be taken at a meeting or portion thereof open to any owner of a condominium unit.

12. *Recording of meetings*: any owner of a condominium unit may record the proceedings at a meeting required to be open by the Illinois condominium property act by tape, film or other means. The master association board may prescribe reasonable rules and regulations to govern the right to make such recordings.

13. *Notice of open meetings*: notice of meetings required to be open by the Illinois condominium property act shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

14. *Posting of notice*: copies of notices of meetings of the master association board shall be posted in entranceways, or other conspicuous places in the condominium buildings at least 48 hours prior to the meeting of the master association board.

## ARTICLE VII

### MASTER ASSOCIATION ASSESSMENTS

1. *Purpose of assessments*: the assessments levied by the master association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the master association, to administer the affairs of the master association, to pay the community expenses, and to accumulate reserves for any such expenses.

2. *Community assessment*: each year on or before the first day of the fiscal year, the master association shall adopt and furnish each owner and residential association board with a budget for the ensuing fiscal year which shall show the following with reasonable explanations and itemizations:

- a) The estimated community expenses;
- b) The estimated amount, if any, to maintain adequate reserves for community expenses including, without limitation, amounts to maintain the capital reserve;
- c) The estimated net available cash receipts from the operation and use of the community area and the furnishing of services to the residential associations, plus estimated excess funds, if any, from the current or prior years assessments.
- d) The amount of the "community assessment" payable by the owners, which is hereby defined as the amount determined in (1) above, plus the amount determined in (2) above, minus the amount determined in (3) above;
- e) That portion of the community assessment which shall be payable each month by each residential association. The portion of the community assessment payable by each residential association hereunder shall be calculated as follows:

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- i. If a residential association owns or administers all of the dwelling units in a given parcel, then it shall pay with respect for such parcel an amount equal to one-twelfth (1/12) of the community assessment.
3. *Payment of community assessment:* on or before the last day of the first month of the ensuing fiscal year, and on or before the 1st day of each and every month thereafter until the effective date of the next annual or revised community assessment, each residential association shall pay to the master association, or as the master association board may direct, that portion of the community assessment which is payable by each residential association under Article VII, paragraph 2.
4. *Revised assessment:* if the community assessment proves inadequate for any reason (including nonpayment of any assessment by any residential association) or proves to exceed funds reasonably needed, then the master association board may increase or decrease the assessment payable under Article VII paragraph 2 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each owner and residential association not less than ten (10) days prior to the effective date of the revised assessment.
5. *Special assessment:* the master association board may levy a special assessment as provided in this Article (i) to pay (or build up reserves to pay) expenses other than community expenses incurred (or to be incurred) by the master association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the community area, or any other property owned or maintained by the master association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the residential associations in the same shares as provided for in Article VII, paragraph 2 above. Any special assessment which will require the aggregate payment with respect to a residential association in excess of five (5) times the then current monthly assessment hereunder shall be adopted only with the affirmative vote of at least two-thirds (2/3) of the votes cast by delegates on the question. The master association board shall serve notice of a special assessment on each owner and each residential association by a statement in writing giving the specific purpose and reasons therefore in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the master association board. Any assessments collected pursuant to this Article (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.
6. *Capital reserve:* the master association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the community area (the "capital reserve"). The master association board shall determine the appropriate level of the capital reserve based on a periodic review of the useful life of improvements to the community area and other property owned by the master association and periodic projections of the cost of anticipated major repairs or replacements to the community area and the purchase of other property to be used by the master association in connection with its duties hereunder. Each budget shall disclose that percentage of the community assessment which shall be added to the capital reserve and each residential association shall be deemed to make a capital contribution



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to the master association equal to such percentages multiplied by each installment of the community assessment paid.

7. *Initial capital reserve contribution:* upon the closing of the first sale of a dwelling unit which is part of a condominium by the Declarant to a purchaser for value, the purchasing owner shall make a capital contribution to the master association in an amount equal to two (2) months of the proportionate share of the community assessment payable by the residential association of which he is a member attributable to his dwelling unit, which amount shall be held and used by the master association for its working capital needs.

8. *Payment of assessments:* assessments and other charges levied by the master association shall be payable by and collected from each residential association by the master association and shall be a lien on the dwelling units administered by such residential association. In the event the residential association fails to pay any community assessment or charge hereunder, then, upon written notice from the master association to the owners in such residential association, such amounts shall be payable directly to the master association by the owners who are members of such residential association in such proportions as shall be set forth in the condominium declaration which governs the residential association or the owners who own the dwelling units in a building which is not part of a condominium, as the case may be. The obligations of the owners in favor of the master association, as set forth herein, are personal obligations of the owners, all as more fully set forth in Article VIII.

## ARTICLE VIII

### COLLECTION OF CHARGES

1. *Creation of lien and personal obligation:* each residential association, the Declarant for each dwelling unit, hereby covenants and each owner of a dwelling unit by acceptance of a deed therefore (whether or not it shall be so expressed in such deed or other conveyance) shall be and is deemed to covenant and hereby agrees, subject to Article VII, paragraph 8, to pay to the master association all charges and community assessments assessed by the master association. Each charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the dwelling units administered by the residential association in such proportions as shall be set forth in any recorded instruments which govern the residential association or, if there is no such recorded instrument, in equal shares shall be the personal obligation of the owner of the dwelling unit at the time when the charge becomes due. Developer and Declarant hereby agree that any amounts which become payable to the master association under Article VII, paragraph 8 shall be a continuing lien against dwelling units owned by the developer or Declarant at the time that the charge becomes due. The lien created under this Article shall be in favor of and shall be enforceable by the master association. The lien of the master association shall be released on a dwelling unit by dwelling unit basis upon payment by an owner of the proportionate amount of the community assessments attributable to his dwelling unit as provided above which was not paid when due by the residential association.

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2. *Collection of charges*: the master association shall collect from each residential association or each owner, as the case may be, all charges payable by such residential association or owner under this declaration.

3. *Non-payment of charges*: any charge which is not paid to the master association when due shall be deemed delinquent. Any charge which is delinquent for thirty (30) days or more shall bear interest at the contract rate of interest then permitted in Illinois but not to exceed eighteen (18%) percent per annum from the due date to the date when paid and the master association may bring an action against the residential association and the owners personally obligated to pay the charge to recover the charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the master association board may in its discretion charge reasonable late fees for the late payment of any charge which shall not exceed four (4%) percent of the charge. No residential association or owner may waive or otherwise escape liability for the charges hereunder by nonuse of the community area.

4. *Lien for charges subordinated to mortgages*: the lien for charges, provided for in Article VIII, paragraph 1, shall be subordinate to the mortgagee's mortgage on any dwelling unit administered by such residential association or owned by an owner which was recorded prior to the date that any such charge become due and shall be on a parity with any lien for assessments levied by any residential association on any dwelling unit. Except as hereinafter provided, the lien for charges, provided for in Article VIII, paragraph 1, shall not be affected by any sale or transfer of a dwelling unit. Where title to a dwelling unit is transferred pursuant to a decree of foreclosure of the mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid charges which became due prior to the date of the transfer of title- however, the transferee of the dwelling unit shall be personally liable for his share of the charges with respect to which a lien against his dwelling unit has been extinguished pursuant to the preceding sentence where such charges are reallocated among all the owners pursuant to a subsequently adopted annual or revised community assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's dwelling unit, as provided in this Article.

## ARTICLE IX

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### DEVELOPER'S RESERVED RIGHTS AND SPECIAL PROVISIONS COVERING DEVELOPMENT PERIOD

1. *In general*: in addition to any rights or powers reserved to the developer under the provisions of this declaration or the by-laws, the developer shall have the rights and powers set forth in this Article. Anything in this declaration or the by-laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Declarant or developer is no longer vested with or controls title to any part of the premises.

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2. *Promotion of project:* in connection with the promotion, sale or rental of any improvements upon the premises: (i) the developer shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on or to the premises as the developer may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model dwelling units, sales offices, parking areas, advertising signs, lighting and banners, or other promotional facilities as such locations and in such forms as the developer may deem advisable, and (ii) developer, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the community area, at any and all reasonable times without fee or charge. In addition, each of the developer or Declarant shall have the right and power to sell or lease a dwelling unit to whomever it wishes on such terms and conditions as it shall determine in its sole discretion.

3. *Construction on premises:* in connection with the construction, maintenance or renovation of improvements located on any part of the premises, the developer, its agents and contractors, shall have the right, at its own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the premises including, without limitation, the construction, renovation, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain dwelling units or the community area which the developer deems, in its sole discretion, to be necessary or advisable, and the landscaping, seeding planting and replanting of any portions of the premises. In connection with the rights provided in the preceding sentence, the developer, its agents and contractors, shall have the right of ingress, egress and parking on the premises and the right to store construction equipment and materials on the premises without the payment of any fee or charge whatsoever.

4. *Grant of easements and dedications:* Declarant shall have the right to dedicate portions of the community area to the county of cook, or any municipality or other governmental authority which has or may in the future have jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the community area to any governmental authority, public utility or private enterprise for providing utility, satellite or cable television services or other services to the premises or adjacent real estate which the Declarant or developer deems to be not detrimental to the interests of the owners.

5. *Developer control of master association:* until the turnover date, the first and all subsequent master association boards shall consist solely of three (3) persons from time to time designated by the developer, which persons may, but need not, be delegates under Article VI, paragraph 2. Developer's rights under this Article to designate the members of the master association board shall terminate on the first to occur of (i) such time as Declarant or developer no longer holds or controls title to any part of the premises, (ii) the giving of written notice by developer to each residential association of developer's election to terminate such rights, (iii) ten years from the date of recording hereof, or (iv) within sixty (60) days after the consummation of sales of 100% of the dwelling units on the premises. The date on which the developer's rights under this Article shall terminate shall be referred to as the "turnover date". Prior to the turnover date, the owners may elect from among themselves that number of non-voting counselors to the master association board as the developer may, in its sole discretion,



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permit. From and after the turnover date, the master association board, shall be constituted and elected (as provided in Article VI, paragraph 4 ). Prior to the turnover date all of the voting rights at each meeting of the owners shall be vested exclusively in the developer and the delegates shall have no voting rights.

6. *Conversion rights:* the Declarant may, from time to time, subject portions of the premises to the provisions of the Illinois condominium property act. Any portion of the community area which is made part of a condominium shall constitute part of the common elements for such condominium but shall continue to be designated as community area hereunder to be administered by the master association.

7. *Other rights:* the developer and/or Declarant shall have the right and power to execute all documents and do all other acts and things affecting the premises which, in developer's opinion, are necessary or desirable in connection with the rights of developer under this declaration.

8. *Assignment by developer of Declarant:* all rights which are specified in this declaration to be rights of the developer or Declarant are mortgage able, pledge able, assignable or transferable. Any successor to, or assignee of, the rights of the developer or a Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of developer or such Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of developer or Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

## ARTICLE X

### EASEMENT FOR ENCROACHMENT

1. *Easement for encroachment:* if by reason of the design, construction, reconstruction, settlement or shifting of any building or other improvement located on the premises:

- a) A dwelling unit or any structure containing one or more dwelling units shall encroach upon another dwelling unit or upon the community area;
- b) Improvements to the community area shall encroach upon a dwelling unit or the common elements of a condominium.

Then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof. The person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Article shall continue to be responsible for the maintenance of such encroaching improvement and the person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this declaration.

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## ARTICLE XI

### AMENDMENT

1. *Special amendments*: anything herein to the contrary notwithstanding, developer and/or Declarant reserves the right and power to record a special amendment ("special amendment") to this declaration at any time and from time to time (but only with the prior written consent of the administrator) which amends this declaration (i) to comply with requirements of the federal national mortgage association, the government national mortgage association, the federal home loan mortgage corporation, the department of housing and urban development, the federal housing administration, the veteran's administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering dwelling units, (iii) to correct clerical or typographical errors in the declaration or any exhibit, or (iv) to bring the declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the developer and/or Declarant to make or consent to a special amendment on behalf of each owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a dwelling unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the developer and/or Declarant to make, execute and record special amendments. The right and power to make special amendments hereunder shall terminate on the turnover date.

2. *Amendment*: subject to Article XI, paragraph 1 and Article XII, the provisions of this declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of three fifths (3/5) of the votes cast by the delegates (either in person or by proxy) or by an instrument executed by owners of at least seventy-five percent (75%) of the dwelling units; except that (i) the provisions of this Article XI paragraph 2 may be amended only by an instrument executed by all of the owners and all mortgagees, (ii) Article IX or any other provisions relating to the rights of developer or Declarant may be amended only upon the written consent of the developer; and (iii) any provision which specifically grants rights to mortgagees may be amended only with the consent of all mortgagees. No amendment which removes premises from the provisions of this declaration shall be effective if as a result of such removal, an owner of a dwelling unit shall no longer have the legal access to a public way from his dwelling unit. No amendment shall become effective until properly recorded.

## ARTICLE XII

### MORTGAGEE'S RIGHTS

1. *Notice to mortgagees*: each owner shall notify the master association of the name and address of the mortgagee of his dwelling or its servicing agent, if any, and shall promptly notify the master association of any change in such information. The master association shall maintain a record of such information with respect to all dwelling units. Each mortgagee or

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its agent shall have the right to examine the books and records of the master association at any reasonable time and to have an audited statement of the master association's operation prepared for a fiscal year at its own expense. Upon the specific written request of a mortgagee to the master association, the mortgagee shall receive some or all of the following as designated in the request:

- a) Copies of budgets, notices of assessment, or any other notices or statements provided under this declaration by the master association to the owner of the dwelling unit covered by the mortgagee's mortgage;
- b) Any audited or unaudited financial statements of the master association which are prepared for the master association and distributed to the owners;
- c) Copies of notices of meetings of the owners and the right to be represented at any such meetings by a designated representative;
- d) Notice of any proposed action which would require the consent of a specified percentage of mortgagees pursuant to Article XII, paragraph 2.
- e) Notice of substantial damage to or destruction of any part of the community area;
- f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the community area;
- g) Notice of any default of the owner of the dwelling unit which is subject to the mortgagee's mortgage, where such default is not cured by the owner within thirty (30) days after the giving of notice by the master association to the owner of the existence of the default;
- h) Notice of any failure by the master association (i) to pay real estate taxes or other charges which may or have become a charge against any community area owned by the master association or (ii) to pay any insurance premium on hazard insurance policies required to be carried by the master association, and the right to pay any such over due taxes, charges or premiums or to secure new insurance coverage in the case of a lapse of a policy and the right to receive immediate reimbursement therefore from the master association.

The request of a mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the master association. Failure of the master association to provide any of the foregoing to a mortgagee who has made a proper request therefore shall not affect the validity of any action which is related to any of the foregoing. The master association need not inquire into the validity of any request made by a mortgagee hereunder and in the event of multiple requests from purported mortgagees of the same unit ownership, the master association shall honor the most recent request received.

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## 2. *Consent of mortgagees:*

- a) In addition to any requirements or prerequisites provided for elsewhere in this declaration, the consent of mortgagees holding, in the aggregate, mortgages on at least two-thirds (2/3) of the dwelling units (by number) which are subject to mortgages will be required for the master association to do or permit to be done any of the following:
- 1) Adoption of an amendment to this declaration which (i) changes Article VII or otherwise changes the method of determining the assessments or other charges which may be levied against a residential association, changes Article VIII, paragraph 4 or Article XI, (iii) changes this Article XII or any other provision of this declaration or the by-laws which specifically grants rights to mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes Article V or (vi) imposes a right of first refusal or similar restriction on the right of an owner to sell, transfer or otherwise convey his dwelling unit;
  - 2) The abandonment, partition, subdivision, encumbrance, sale, or transfer of the community area owned, directly or indirectly by the master association (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the community area);
  - 3) The removal of a portion of the community area from the provisions of this declaration;
  - 4) The effectuation of a decision by the master association to terminate professional management and assume self-management;
  - 5) The use of hazard insurance proceeds for losses to the community area for other than the repair, replacement, or reconstruction of the community area;

Provided, that, such consent of mortgagees will not be required with respect to any action under (1) through (5) above which occurs as a result of (i) a taking of a portion or all of the community area by condemnation or eminent domain, or (ii) the dissolution of the master association, and the transfer of all of its assets, rights, powers and duties to the survivor residential association as permitted under Article VI, paragraph 8 or, in connection therewith, the addition of the community area then owned by the master association to the condominium declaration as permitted under Article XII, paragraph 1 thereof.

- b) Whenever required, the consent of a mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the mortgagee within thirty (30) days after making the request for consent.

3. *Insurance proceeds/condemnation awards:* in the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the community area or (ii) any distribution of the proceeds of any award or settlement as a result

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of condemnation of eminent domain proceedings with respect to any part of the community area, any such distribution shall be made to the residential associations based on the proportionate share of assessments paid by each under Article VII, paragraph 2 (e) or the owners and their respective mortgagees as their interests may appear, and except for distributions to the residential associations no owner or other party shall be entitled to priority over the mortgagee of a dwelling unit with respect to any such distribution to or with respect to such dwelling unit; provided, that, nothing in this Article shall be construed to deny to the master association the right (i) to apply insurance proceeds to repair or replace damaged community area as provided in Article IV paragraph 1 or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article III paragraph 11.

4. *Administrator approvals:* anything herein to the contrary notwithstanding, whenever this declaration or the by-laws provide for the approval or consent of the administrator, such approval or consent shall not be required unless the administrator (a) has issued its project approval or consent and such project approval has not terminated, (b) has issued a guarantee of the first mortgage on at least one dwelling unit which guarantee is then outstanding, (c) is the owner or holder of a first mortgage on a dwelling unit or (d) is the owner of a dwelling unit. Whenever required pursuant to this declaration, the consent of the administrator shall be deemed granted unless the party seeking the consent is advised by the administrator to the contrary, in writing, within thirty (30) days of making the request for such consent.

## ARTICLE XIII

### MISCELLANEOUS

1. *Enforcement:* enforcement of any of the provisions contained in this declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the master association or any aggrieved person against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder; and failure by the master association or any owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter. The costs of such action, including reasonable attorneys' fees and expenses, shall be borne by the losing party.

2. *Notices:* any notice required to be sent to any owner or residential association under the provisions of this declaration or the by-laws shall be deemed to have been properly sent when mailed, postage prepaid, to his or its last known address as it appears on the records of the master association or, in the case of a residential association incorporated under the laws of the state of Illinois, its registered agent at the time of such mailing or, in the case of an owner, when delivered personally to his dwelling unit.

3. *Captions:* the Article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this declaration. In the event of any conflict



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between statements made in recitals to this declaration and the provisions contained in the body of this declaration, the provisions in the body of this declaration shall govern.

4. *Severability*: invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations by legislation, judgment or court order shall in no way affect any other provisions of this declaration which shall, and all other provisions, remain in full force and effect.

5. *Perpetuities and other invalidity*: if any of the options, privileges, covenants or rights created by this declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the president of the united states at the time of recording this declaration.

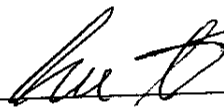
6. *Title holding land trust*: in the event title to any dwelling unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the dwelling unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries there under from time to time shall be responsible for payment of all charges and for the performance of all agreements, covenants and undertakings chargeable or created under this declaration against such dwelling unit and shall have the rights and benefits accorded to an owner. No claim shall be made against any such title holding Declarant personally for payment of any lien or obligation hereunder created and the Declarant 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 dwelling unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such dwelling unit.

IN WITNESS WHEREOF, THE SAID MCGINTY DEVELOPMENT, INC. HAVE CAUSED THEIR NAMES TO BE SIGNED TO THESE PRESENTS ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

Patrick McGinty, jr.

Sean McGinty

  
\_\_\_\_\_  
PRESIDENT

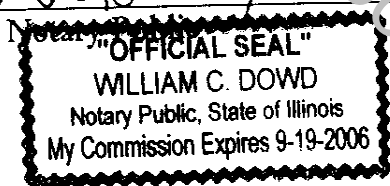
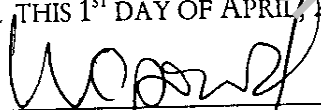
  
\_\_\_\_\_  
SECRETARY

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STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

I, William C. Dowd a notary public in and for said county and state, do hereby certify that Patrick J. McGinty, Jr., and Sean McGinty appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary act.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 1<sup>ST</sup> DAY OF APRIL, 2004.



**PREPARED BY & MAIL TO:**

William C. Dowd  
7480 West College Drive  
Palos Heights, IL 60463

708/923-6500

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF CRESTPOINT CONDOMINIUMS PHASE 2

LOTS 7 THROUGH 13 IN CRESTPOINT PHASE 2  
BEING A SUBDIVISION OF PART OF THE WEST  
ONE HALF OF THE SOUTHEAST QUARTER OF  
SECTION 4 TOWNSHIP 36 NORTH, RANGE 13 EAST  
OF THE THIRD PRINCIPAL MERIDIAN IN COOK  
COUNTY, ILLINOIS, RECORDED ON DECEMBER 16,  
2002, AS DOCUMENT NUMBER 0021396239.

#### PERMANENT INDEX NUMBERS:

LOT 7: 28-04-400-074-0000  
 LOT 8: 28-04-400-075-0000  
 LOT 9: 28-04-400-076-0000  
 LOT 10: 28-04-400-077-0000  
 LOT 11: 28-04-400-078-0000  
 LOT 12: 28-04-400-079-0000  
 LOT 13: 28-04-400-072-0000

~~WQ AND OTHER PROGRAM~~