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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/20/2006 01:41 PM Pg: 1 of 15

THIS DOCUMENT IS PREPARED BY,
AND UPON RECORDATION, RETURN TO:

HOWARD S. DAKOFF, ESQ.
MARK D. PEARLSTEIN, ESQ.
LEVENFELD PEARLSTEIN, LLC
2 N. LASALLE STREET, 13TH FLOOR
CHICAGO, ILLINOIS 60602

(This Space for Recorder's Use Only)

RECIPROCAL OPERATING AGREEMENT

This Reciprocal Operating Agreement ("Agreement") is made and entered into by Norwood Skokie LLC, an Illinois limited liability company.

RECITALS

- A. The Declarant is the owner and legal title holder of certain real estate in the Village of Skokie ("Village"), County of Cook, State of Illinois, which real estate is described in Exhibit A attached hereto and by reference made part hereof (the "Property").
- B. Declarant procured an ordinance from the Village Ordinance Number 04-4-Z-3261 ("Ordinance") that approved, among other things, a site plan ("Site Plan") for the Property and adjacent property, for redevelopment purposes for a townhome development and a condominium development with shared landscape and common areas. Exhibit B to this Agreement is a reduced version of the "Site Plan" approved by the Ordinance.
- C. In connection with the Ordinance, the Village also required the Declarant to enter into a landscaping and maintenance agreement recorded in Cook County, Illinois as Document No. 41145014 ("Landscape Agreement") that is binding on the Property and is incorporated by this reference as though set forth at length herein.
- D. Declarant intends to construct a development containing the Cleveland Floral Townhome Association and The Residences at 8200, a Condominium together with certain common areas that will require uniformity and continuing care and maintenance.
- E. The owner of Parcel A, more particularly described on Exhibit C, will be the Cleveland Floral Townhome Association, an Illinois not-for-profit association ("Townhome Association") and the owner of Parcel B, more particularly described on Exhibit C, will be the 8200 Condominium Association ("Condominium Association").
- F. The Declarant desires, by this Agreement, to impose certain easements upon the Parcels, and to establish certain covenants, conditions and restrictions with respect to said Parcels, for the mutual and reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to

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this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

1. **Definitions.** For purposes hereof:

- (a) "Act" means the Illinois Condominium Property Act.
- (b) "CAM" means Common Area Maintenance as more fully described in Section 3.3 of this Agreement.
- (c) "Common Area" means, for the purposes of this Agreement only and for the allocation of rights and responsibilities to and between the Owners (as defined below), those portions of Parcel A and Parcel B that are outside of exterior walls of buildings or townhome structures located on the Parcels (but not including front walks and entry/stair systems, outdoor patios and rear garage apron/parking spaces for the Townhome units), and which are either unimproved, or are improved as (without limitation) landscaped areas, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements.
- (d) "Declarant" and/or "Developer" means Norwood Skokie LLC, an Illinois limited liability company.
- (e) "Development" means the property consisting of Parcel A and Parcel B combined, and any property contiguous to property (as defined hereinbelow) which any Owner may now or hereafter directly or indirectly own.
- (f) "Owner" or "Owners" means the Parcel A Owner (as to Parcel A) and the Parcel B Owner (as to Parcel B) and any and all successors or assigns of such Owners. The individual units and members of each association (townhome and condominium) shall be included as Owners of their respective Parcels and shall be bound by the terms of this Agreement; however, the board of directors of each respective association shall be the representative of the Owner.
- (g) "Parcel" or "Parcels" means each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit C, that is, Parcel A and Parcel B, and any future subdivisions thereof.
- (h) "Permittee" means any unit owner, owner, guest or invitee of a unit owner or owner.
- (i) "Site Plan" means that site plan of the Development. Except as may be otherwise provided in this Agreement, the Site Plan is for identification purposes only.

2. **Easements.**

2.1 **Grant of Reciprocal Easements.** Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

- (a) **Ingress/Egress Easement.** An easement for reasonable access, ingress and egress over all paved driveways, roadways, alleys and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B and the Common Area of Parcel A, so as to provide for the passage of motor vehicles and pedestrians between all portions of

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the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels;

(b) Parking Easement. An easement for the parking of vehicles in the parking areas designated as part of the Common Elements of the Condominium Association, as such parking areas are indicated on the Site Plan and as the same may be modified or removed from time to time by the Owner of the Parcel upon which the parking areas are located (the "Parking Easement"). In no event shall the Parking Easement be used for delivery or truck parking, overnight parking, storage or other similar parking purposes that shall constitute an unreasonably prolonged use of the Parking Easement unless approved by the Board of the Condominium Association in writing. The Condominium Association shall have the right hereunder to erect and/or remove signage, from time to time, regarding the Parking Easement placing a reasonable time limit upon the parking in parking areas. The parking areas relating the Parking Easement are primarily intended to be used by the Unit Owners of the Condominium Association, and their guests, tenants and invitees; however, the Condominium Association should honor reasonable requests for usage by the owners in the Townhome Association and their guests, tenants and invitees.

(c) Installation Easement. An easement under and across those parts of the Common Areas for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities necessary for the orderly development and operation of the Common Areas and each building from time to time located within the Parcels; provided that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner as not to interfere materially with the normal operation of a Parcel, (ii) the exact location of any utilities shall be subject to the approval of the Owner(s) of the burdened Parcel(s), and (iii) except in an emergency, the right of any Owner to enter upon the Parcel of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the other Owner as to the time and manner of entry. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of the Parcel (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels, which shall be placed in such location as approved by the Owner of the affected Parcel.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Reasonable Use of Easements.

2.3.1 The easements herein above granted shall be used and enjoyed by each Owner and its Permittees.

2.3.2 Once commenced, any construction undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the use of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth, or to prosecute work on such Owner's own Parcel if the same interferes with utility easements or easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the use of the other Owner and its Permittees. In addition, the Owner undertaking such work shall pay all

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costs and expenses associated therewith and shall indemnify and hold harmless the other Owner(s) and its Permittees from all damages, losses, liens or claims attributable to the performance of such work. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, any Owner of Parcel A or its Permittees shall in no event undertake any work described in this Paragraph which is not of an emergency nature during the months of November or December unless the Parcel B Owner.

2.4 Agreements. This Agreement is subordinate to, and subject to: Landscape Agreement recorded as Document No. 41145014 and the Ordinance recorded as Document No. 411450103.

3. Maintenance.

3.1 General. Until such time as a declaration of covenants, conditions and restrictions or declaration of condominium covenants, conditions and restrictions, or similar legal document, is recorded against either Parcel, the Declarant shall maintain both Parcels A and B in a clean and neat condition.

3.2 Buildings and Appurtenances. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s), and any property not part of the Common Areas, located from time to time on its respective Parcel in good condition and repair. Maintenance responsibilities for the Common Area, and certain property not part of the Common Area (as defined herein), are discussed in Section 3.3 hereof. Once constructed, in the event of any damage to or destruction of a building or property not part of the Common Areas on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building and related components to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition.

3.3 Common Area Maintenance.

3.3.1 Parcel B Owner Obligations. Parcel B Owner shall maintain, repair, replace all Common Areas. Said areas shall include those portions of Parcel A and Parcel B that are outside of exterior walls of buildings or townhome structures located on the Parcels, landscaped areas per the Landscaping Agreement, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements. Parcel B Owner shall also maintain (but not repair or replace) front walks and entry/stair systems and rear garage apron/parking spaces for the Townhome units, including snow removal and landscaping.

3.3.2 Parcel A Owner Obligations. Parcel A Owner shall, from time to time during the term hereof, pay to Parcel B Owner a pro rata share, as defined in Section 3.3.3(a) hereof, of the costs of maintaining, repairing, and replacing the Common Areas, including landscaping, which shall include the costs of maintaining the front walks and entry/stair systems and rear garage apron/parking spaces for the Townhome units, including snow removal and landscaping.

3.3.3 CAM Expenses. Following the construction of improvements thereon, maintenance of Common Areas ("CAM") shall include maintaining, repairing and replacing all Common Areas, which comprises of those portions of Parcel A and Parcel B that are outside the exterior walls of the buildings where the townhome structure is located on the Parcels and which are either unimproved, or are improved as (without limitation) landscaped areas per the Landscaping Agreement, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements, in a clean and orderly condition and for the maintenance (but not repair

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or replacement) of the front walks and entry/stair systems and rear garage apron/parking spaces for the Townhome units, including snow removal and landscaping.

(a) Allocation of Costs. The Parcel A Owner shall bear nineteen and sixth tenths percent (19.6%) and the Parcel B Owner shall bear eighty and fourth tenths percent (80.4%) of the total cost of CAM expenses to be furnished, as required by this Agreement.

(b) Payment. Within thirty (30) days after the end of each quarter in a calendar year, the Parcel B Owner shall provide Parcel A Owner with a detailed itemized description of the services performed for which reimbursement is sought and satisfactory documentation/evidence of Parcel B Owner's actual aforesaid CAM expenses reasonably incurred by Parcel B Owner for the immediately preceding quarter month. As a prerequisite to Parcel A Owner's payment obligations, such CAM expenses and the above-described reconciliation documentation shall be submitted to the Parcel A Owner for payment in accordance with the notice requirements of Section 11.11 hereof.

3.3.4 Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel not covered by insurance as required per Section 6 of this Agreement, the Owner of such Parcel shall, at its sole cost and expense and subject to and in compliance with applicable law, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement).

Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to Section 2.1 shall not be closed or materially impaired; (ii) the ingress and egress to and from the Development and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed without the express written consent of all Owners; (iii) the same shall not violate any of the provisions and easements granted in Section 2; and (iv) as to Parcel A, the requirements of Section 3.2 of this Agreement shall be complied with.

3.4 Utilities. Each Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility or other installations serving the Parcel of such Owner and from time to time existing on the Parcel of another Owner pursuant to an easement described herein.

3.5 Assumption of Responsibility for Landscaping Easement. Upon the recording of a respective Declaration of Easements, Restrictions and Covenants or Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for both Townhome Association and the Condominium Association respectively, both the Condominium Association and Townhome Association hereby (i) assume the obligations of the Property Owner as defined in the Landscape Agreement and (ii) the Declarant is hereby relieved of all such obligations.

4. Construction of Improvements.

4.1.1 Notwithstanding anything contained in this Agreement to the contrary, an Owner of all any portion of the Development may make minor changes to such portion if and to the extent required by applicable law; provided that such Owner provides prior written notice to the other Parcel Owner prior to making any material changes which will adversely affect the Parcels. No barriers such as fences or hedges shall be erected by the Owner of either parcel to restrict the passage of pedestrians or restrict an open view of the Parcels as a unified open space.

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4.1.2 Every building (including its appurtenant Common Area improvements), now or in the future constructed on the Parcels, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

5. Restrictions.

5.1 General. Notwithstanding anything contained in this Section 5.1 to the contrary, none of the use restrictions provided or referred to in this Section 5.1 shall apply with respect to any portion of additional property that a Parcel Owner or its successor or assign directly or indirectly, may now or hereafter own or control which is not contiguous to and which does not share any parking areas/spaces with the other Parcel Owner.

6. Insurance. Throughout the term of this Agreement, each Parcel Owner shall procure and maintain (or cause to be procured and maintained) general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 2.2 above), death, or property damage occurring upon both Parcels relating to the Common Areas, with single limit coverage of not less than an aggregate of One Million Dollars (\$1,000,000.00) including umbrella coverage, if any, and naming the other Owner as additional insureds for the Common Areas.

7. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.

8. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A or Parcel B except for the public plaza area so designated at the southeast corner of the overall site. No easements, except those expressly set forth in Section 2, shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for signage or drainage are granted or implied.

9. Remedies and Enforcement.

9.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

9.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank One (its successors or assigns), plus two percent (2%) interest per month (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of the easement rights, Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at the prime rate, plus two percent (2%) interest per month, as above described.

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9.3 Lien Rights.

(a) If any Parcel Owner shall fail to pay the other Parcel Owner other amounts due pursuant to this Agreement within thirty (30) days after receipt of written notice of such Parcel Owner demanding payment of said amounts, then such Parcel Owner may, in addition to any other rights and remedies hereunder, pay the amounts due from said Parcel Owner and record a lien against the interest of such defaulting Parcel Owner in accordance with Section 9.3(b) hereunder; provided, however, that if the defaulting Parcel Owner in good faith disputes its obligation to pay said sums of money, pays the undisputed portion of said sum and diligently contests any action or proceeding brought to collect said sums of money or to enforce any lien thereof, or brings an action to determine the respective rights of the parties to such dispute and diligently prosecuting the same, then, the creditor Parcel Owner may not file said lien against the defaulting Parcel Owner's interest unless and until it shall be finally determined by a final non-appealable order of a court of competent jurisdiction that the defaulting Parcel Owner is obligated to pay said sums of money and thereafter such sums of money remain unpaid.

(b) Any claim for reimbursement, including interest as aforesaid, and all costs and expenses including reasonable attorneys' fees and costs awarded to any Owner in enforcing any payment in any suit or proceeding under this Agreement shall be assessed against the defaulting Owner in favor of the prevailing party and shall constitute a lien (the "Assessment Lien") against the Parcel of the defaulting Owner (including every unit in the respective association of said Parcel) until paid, effective upon the recording of a notice of lien with respect thereto in the Office of the County Recorder of Cook County, Illinois; provided, however, that any such Assessment Lien shall be subject and subordinate to (i) liens for taxes and other public charges which by applicable law are expressly made superior, and (ii) all liens recorded in the Office of the County Recorder of Cook County, Illinois prior to the date of recordation of said notice of lien. All liens recorded subsequent to the recordation of the notice of lien described herein shall be junior and subordinate to the Assessment Lien. Upon the timely curing by the defaulting Owner of any default for which a notice of lien was recorded, the party recording same shall record an appropriate release of such notice of lien and Assessment Lien.

9.4 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

9.5 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

9.6 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of Sections 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the non-defaulting Owner and/or its Permittees to suffer irreparable harm and such non-defaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of Sections 2 and/or 5 of this Agreement, the non-defaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of Sections 2 and/or 5 of this Agreement.

10. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Cook County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this

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Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B (which includes every unit in the respective associations of said Owners) in accordance with Section 11.2 hereof.

11. Miscellaneous.

11.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

11.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by (i) the written consent of all record Owners of Parcel A and Parcel B, (ii) evidenced by a document that has been fully executed and acknowledged by all such record Owners (which includes every unit in the respective associations of said Owners) and (iii) recorded in the official records of the County Recorder of Cook County, Illinois; provided, however, in the event a Parcel Owner desires to terminate this Agreement, written consent of the holder of record of all mortgages affecting a unit in the respective association of either Parcel must be obtained and such termination of this Agreement shall be recorded in the Recorder of Deeds of Cook County, Illinois.

11.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall be made by the board of directors of the respective association for said Owner and not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner or under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

11.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

11.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

11.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

11.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained in this Agreement. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

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11.8 Severability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

11.9 Time of Essence. Time is of the essence of this Agreement.

11.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A Owner, the Parcel B Owner until turnover of each association are as follows:

Parcel A Owner: Cleveland Floral Townhome Association
7458 N. Harlem Avenue
Chicago, IL 60631
Attention: President

Parcel B Owner: (after the Property is submitted to the Act)
The 8200 Condominium Association
7458 N. Harlem Avenue
Chicago, IL 60631
Attention: President

After the turnover of each association (townhome and condominium), the Board shall designate new notice addresses to each party.

11.12 Governing Law. The laws of the State of Illinois shall govern the interpretation, validity, performance, and enforcement of this Agreement.

11.13 Estoppel Certificates. Each Owner, within ten (10) day of its receipt of a written request from the Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

11.14 No Encumbrance. No Owner shall cause, permit or suffer any lease or memorandum thereof, or other encumbrance to be recorded against the Parcel of another Owner, and no lease or memorandum thereof, or other encumbrance shall otherwise be so recorded without the express written consent of the particular Owner(s) whose Parcel is to be so encumbered, in such Owner's sole discretion.

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11.15 Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, no judgment or decree enforcing obligations under this Agreement against any Parcel Owner or any portion of the Development shall be subject to execution on, or be a lien on any asset of, such Parcel Owner other than that Parcel Owner's portion, estate or interest in the Development or insurance.

11.16 Headings. Headings of Sections in this Agreement are for convenience or reference only and shall in any way limit or define a content, substance or effect of this Agreement.

11.17 Third Party Rights. This Agreement is not intended to give or confer any benefits, rights, privileges, claims, actions or remedies to any personal entity as a third-party beneficiary (except the holders of mortgages) under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees or otherwise.

11.18 Waiver. No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver is in writing, signed by the party making such waiver. The failure of any party subject hereto to seek redress for violation of, or to insist upon the restrict performance of, any covenant or condition of this Agreement, shall not be deemed a waiver thereof or prevent a subsequent act which would have originally constituted a violation, from having all the force and effect of the original violation.

11.19 Additional Easements. If it becomes clear that additional easements among the portions of the Development are necessary or desirable to effectuate the purpose of this Agreement, provided said proposed additional easement will not materially interfere with the use and occupancy of any portion of the Development, materially affect access to, or operation of, any portion of the Development, materially increase the CAM Charges for any of the Parcel Owners, the Declarant hereby reserves the right to determine, create and grant such additional easements as are necessary. In the event any such new easements are created, this Agreement, and any exhibits hereto, shall be amended by designating and describing said easement and such amendment shall be signed by the Declarant to effectuate the grant or creation of such additional easements, and shall be recorded with the Recorder of Deeds of Cook County, Illinois and shall have the same force, effect and priority as if such new easements were originally contained herein.

11.20 Recitals. The Recitals are incorporated into and are made part of this Agreement.

11.21 Board as Representative. The board of directors of the respective associations of Parcel A and Parcel B shall be the representative of the unit owners or owners, as the case may be, of the respective associations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DECLARANT:

NORWOOD SKOKIE LLC, an Illinois limited liability company

Norwood Construction, Inc., an Illinois corporation, its Manager

By: 

Its: President

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EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

LOTS 1 & 2 IN LINCOLN - CLEVELAND RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2004 AS DOCUMENT NUMBER 0434110027

Property of Cook County Clerk's Office

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EXHIBIT C

LEGAL DESCRIPTIONS OF PARCEL A AND PARCEL B

PARCEL A (TOWNHOME PARCEL):

THAT PART OF LOT 2 IN LINCOLN - CLEVELAND RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2004 AS DOCUMENT NUMBER 0434110027, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 73.42 FEET TO A BEND POINT IN SAID EAST LINE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE AND THE WESTERLY EXTENSION THEREOF, 118.41 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 34 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE 73.42 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 119.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 8,720 SQUARE FEET OR 0.200 ACRES, MORE OR LESS.

PARCEL B (CONDOMINIUM PARCEL):

LOTS 1 AND 2 IN LINCOLN - CLEVELAND RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2004 AS DOCUMENT NUMBER 0434110027, EXCEPT THAT PART OF LOT 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2 A DISTANCE OF 73.42 FEET TO A BEND POINT IN SAID EAST LINE; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE AND THE WESTERLY EXTENSION THEREOF, 118.41 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 00 DEGREES 34 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE 73.42 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 89 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 119.14 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 36,100 SQUARE FEET OR 0.829 ACRES, MORE OR LESS.

PARCEL A & B COMBINED ARE:

**Commonly known as: 8200 N. Lincoln Avenue, Skokie, IL 60077
and Currently have PTNs: 10-21-407-022 & -023**