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FROM JUDY GREENE

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Doc#: 0618131026 Fee: \$62.50
Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 06/30/2006 09:40 AM Pg: 1 of 20

DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
616 - 618 WAVELAND AVENUE CONDOMINIUM

23565297

THIS DECLARATION made and entered into by the FIRST NATIONAL BANK of BLUE ISLAND, a corporation duly organized and existing under the laws of the State of Illinois, as TRUSTEE under a Trust Agreement dated October 30, 1944, and known as Trust No. 658 and not individually (hereinafter referred to as Title Holder).

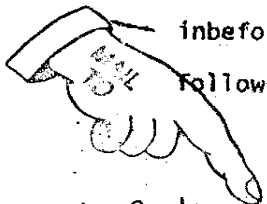
WHEREAS, the Title Holder, is the legal title holder of the following described real estate in the County of Cook and State of Illinois:

The Easterly 55 feet of the Southerly 157 1/2 feet of the westerly 170 feet of Lots 6 and 7 in Block 6 in Hundley's Subdivision of Lots 3 to 21 and 33 to 37 both inclusive in Pine Grove in Section 21, Township 40 North, Range 14, East of the Third Principal Meridian.

WHEREAS, the above described real estate is now improved with one building containing six (6) residential units, commonly known as 616-618 Waveland Avenue, Chicago, Illinois.

WHEREAS, Title Holder intends to and does hereby submit said real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging on or in any ways pertaining thereto, to the provisions of the "Condominium Property Act" or the State of Illinois as amended from time to time.

NOW THEREFORE, the FIRST NATIONAL BANK OF BLUE ISLAND, as TRUSTEE aforesaid and not individually, as to the Owner of the real estate hereinbefore described, and for the purposes above set forth, Declares as follows:



- 14-21-106-028-1001
- 1002
- 1003
- 1004
- 1005
- 1006

David Rudolph
Law of Fizes of David Rudolph
111 1/2 W. Washington St, Ste 823
Chicago IL 60602

20993

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For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

- Declaration: This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.
- Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
- Parcel: The entire tract of real estate above described.
- Building: The building located on the Parcel containing the Units, as more specifically hereafter described in Article II.
- Property: All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.
- Unit: A part of the Property within the Building including one or more rooms, occupying one or more floors or a part thereof, designed and intended for a one family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.
- Common Elements: All portions of the Property except the Units.
- Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.
- Occupant: Person or persons, other than an Owner, in possession of a Unit.

ARTICLE II

Units

1. Description and Ownership. All Units in the Building located on the Parcel are delineated on the surveys attached hereto as Exhibit "A" and made a part of this Declaration, and are legally described as follows:

Units 1-E, 1-W, 2-E, 2-W, 3-E and 3-W as delineated on the Survey. The Plat is attached as Exhibit "A" to Declaration of Condominium Ownership made by Titleholder, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 27565 297

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical plans set forth in the delineation thereof in Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

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Certain Structures Not Constituting Part of a Unit. No owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

ARTICLE III

Common Elements

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, patios, balconies, roof, stair halls, entranceway, utility rooms, structural parts of the Building, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets and such component parts of walls, floors and ceilings as are not located within the Units, together with the walks, outdoor lighting facilities, landscaping, storage area and all other portions of the Property not located within the building.
2. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Each Unit's corresponding percentage of Ownership in the Common Elements has been determined by the Trustee to be set forth in Exhibit "B" attached hereto, which, as amended from time to time, is hereinafter referred to as Exhibit "B", and may not be changed without unanimous approval of all Owners, except hereinafter provided in Article XIII.

ARTICLE IV

General Provisions as to Units and Common Elements

1. Submission of Property to "Condominium Property Act." The Property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois.
2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.
3. Easements.
 - (a) Encroachments. In the event that, by reason of the construction, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interfere with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

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- (b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, and all other public utilities serving the Property 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 Common Elements for the purpose of providing utility services to the Property.
- (c) Landscaping. No Owner shall decorate, fence, enclose, landscape, adorn or alter the real estate, ground or building in his Unit, in any manner contrary to such rules and regulations as may be established by the Board of Managers, as hereinafter provided, unless he shall first obtain the written consent of said Board so to do.
- (d) Storage Area. The storage area in the Building outside of the respective units, shall be part of the Common Elements, and the exclusive use and possession of such area shall be allocated among the respective Owners in such manner and subject to such rules and regulations as the Board of Managers may prescribe. Each Owner shall be responsible for his personal property in the storage area. The Board of Managers shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Managers.
- (e) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee, and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of such obligation to the easements and rights described in any part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

Administration

- Administration of Property. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of six (6) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner and shall reside on the Property; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the Property; provided further that a Board member nominated by the Trustee need not reside on the Property.
- Organization. The Titleholder, upon the sale of one or more Units, and prior to the election of the first Board of Managers at any time thereafter, may cause to be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called 616-618 Waveland Condominium Association, or a name similar thereto, and in such event, such corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act. Upon the formation of such Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of this Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership therein.
- Voting Rights. There shall be only one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners.

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Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. The total number of votes of all Voting Members shall be one hundred (100) and each Owner or group of Owners shall be entitled to the number of votes equal to the total percentage of ownership as set forth in Exhibit "

4. Meetings.

(a) Place and Quorum. Meetings of the Voting Members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members for at least 51% of the number of Units shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members for at least 51% of the number of Units represented at such meeting.

(b) Annual Meeting. The initial meeting of the Voting Members shall be held upon ten (10) days' written notice given by the Titleholder. Such written notice may be given at any time after at least 51% of the Units are occupied but must be given not later than thirty (30) days after all of the Units are occupied. Thereafter, there shall be an annual meeting of the Voting Members on the third Tuesday of November following such initial meeting, and on the third Tuesday of November of each succeeding year thereafter at 8:00 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the Voting Members for at least one-third (1/3) of the number of Units and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

5. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

6. Board of Managers (Board of Directors).

(a) At each annual meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of six (6) Owners. Four (4) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of One (1) year, or until their successors are elected. Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided in this Declaration, the property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exist. Meetings of the Board may be called, held, and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account.

(c) Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

7. General Power of the Board. The Board, for the benefit of all the Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

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(a) Water, waste removal, electricity and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units; or such fire and casualty insurance as the Board shall determine gives substantially equal or greater protection written in the name of, and the proceeds thereof shall be payable to, the Members of the Board, as Trustees for each of the Unit Owners in the percentages established in Exhibit "B" attached hereto, and to the Owner's mortgagee as their interest may appear.

(1) The Board may engage the services of any bank or trust company, authorized to do trust business in Illinois, to act as Trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Condominium Property Act and this Declaration. The fees of such Corporate Trustee shall be common expense. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a Corporate Trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a Corporate Trustee, as aforesaid, upon the written demand of the mortgagee or Owner of any Unit so destroyed.

(2) The proceeds of such insurance shall be applied by the Board, or by the Corporate Trustee on behalf of the Board, for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Condominium Property Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Condominium Property Act with respect to the application of insurance proceeds to reconstruction of the Building.

(3) Payment by an insurance company to the Board or to such Corporate Trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any Trust under which proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the Corporate Trustee.

(4) Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses as above provided.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board, in writing, so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

(5) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, members of the Board, the Trustee, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

(c) A policy or policies insuring the members of the Board, their agents and employees and the Owners against any liability to the public or to the Owners (of Units and of the Common Elements, and their invitees or tenants), incident to ownership and/or use of the Common Elements and Units, the liability under which insurance shall be not

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less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident and Ten Thousand Dollars (\$10,000.00) for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion).

(d) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(e) The services of any person or firm employed by the Board.

(f) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and the doors and windows appurtenant thereto, which the Owner shall paint, clean, decorate, maintain and repair) except under those circumstances hereinafter provided, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements. All necessary maintenance, repairs and replacements as may be required for the functioning of the heating, plumbing and utility systems within the Unit, and for bringing of water, gas and electricity to the Unit and any repairs or replacements required to interior walls of any Units, including decorating, to the extent made necessary or caused by maintenance, repair or replacement work to the Common Elements or to the heating, plumbing and utility system, shall be paid by the Board provided, however, that any damages to any Unit caused by the negligence of any Unit Owner shall be paid by said Owner to the extent said damages are not compensable under any then existing insurance contracts, it being the intention to not confer any subrogation rights to any insurance carrier against any Unit Owner where the damages are covered under any insurance contract then maintained by the Board.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium development or for the enforcement of these restrictions.

(h) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such Lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

(i) Maintenance and repair of any Unit, if such maintenance and repair is necessary in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owners for the cost of said maintenance or repair. If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repair and replacements as may be determined by the Board, to the extent not covered by insurance.

(j) The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on Exhibit "A", are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the Owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said main-

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tenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any re-decorating of Units to the extent made necessary by damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

(1) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund, any capital addition or improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a cost in excess of One Thousand Dollars (\$1,000.00) nor shall the Board authorize structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

(m) All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

(n) The Board, at the direction of the Voting Members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(o) The Board may, after prior approval of the Voting Members having two-thirds (2/3) of the total votes, engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(p) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

(q) The members of the Board and the officers thereof shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners.

(r) In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of this Declaration, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

(s) The Board shall have such other and further powers as are conferred upon it under the laws of the State of Illinois.

ARTICLE VI

Assessment-Maintenance Fund

1. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be

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required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before April 1st of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year, actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the new amount over and short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements, to the next monthly installments due from Owners under the current year's estimate until exhausted, and one-third (1/3) of any net shortage shall be added, according to each Owner's percentage of ownership in the Common Elements, to the installments due in each of the succeeding three (3) months after rendering of the account.

2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Paragraph No. 1 of this Article.

4. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver of release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, when ever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. The Board shall keep full and correct books of account in chronological order of receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner, duly authorized in writing, at such reasonable times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges and owing from such Owner.

6. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or pre-assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B".

7. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to fore-

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close the lien therefor as hereinafter provided; and there shall be added to the amounts due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by any action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed to a suit to foreclose his lien. Any encumbrancer may from time to time but not oftener than once in any calendar month, request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

8. Notwithstanding anything herein to the contrary, the Title Holder shall be assessed, according to the aggregate percentage of ownership in the Common Elements for all Units it owns that are not occupied, only for that portion of the "estimated cash requirement" that relates to the estimated costs and expenses that will be required irrespective of the way of illustration and not limitation, the cost of water and garbage collection, and also excluding any reserves for contingencies and replacements. The Title Holder's ultimate liability for maintenance expenses actually incurred and paid under Paragraph No. 1 of this ARTICLE VI, and for extraordinary expenditures under Paragraph No. 2 of this ARTICLE shall be similarly computed.

9. Amendments to this ARTICLE VI shall only be effective upon unanimous written consent of the Owners, and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress or egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to decorate, maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any Law. No waste shall be committed in the Common Elements.

(d) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

(e) Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior

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written consent of the Board.

(f) The use and the covering of the interior surfaces of the glass doors appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

(g) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

(h) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, may be or become an annoyance or nuisance to the other Owners or occupants.

(i) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein.

(j) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be free and clear of rubbish, debris and other unsightly materials.

(k) There shall be no bicycles, vehicles, benches or chairs on any part of the Common Elements except that personal property may be stored in the storage areas that may be designated for that purpose, and patio areas may be used for their intended purpose.

(l) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(m) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board, provided that the right is reserved by the Title Holder or their agents, to place and maintain on the Property until the sale of the last Unit in the Building and in such other portion of the Parcel or adjoining parcels that may be developed by the Title Holder, model apartments, a sales office, advertising signs or banners, and lighting in connection therewith at such locations and in such forms as the Title Holder shall determine. There is also reserved to the Title Holder, their agents a prospective Unit purchasers, the right of ingress and egress in and through the Common Elements, for such sales purposes and, during Renovation of the Building, by the Title Holder the right of ingress and egress in and through the Common Elements in connection with such Renovation.

(n) After completion of Renovation of the Building nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

(o) The Unit restrictions in Paragraphs Nos. (a) and (l) of this ARTICLE VII shall not, however, be construed in such a manner as to prohibit an Owner from: (a) Maintaining his personal professional records or accounts therein; or (b) Handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraphs Nos. (a) or (l) of this ARTICLE VII.

ARTICLE VIII

Sale, Leasing or Other Alienation

1. Sale or Lease. Any Owner, other than the Title Holder, wishing to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days' prior written notice of the terms of an contemplated sale or lease, together with the name, address and financial and character

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references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date or receipt of such notice. If said option is not exercised by the Board within said thirty (30) days the Owner (or lessee) may at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of the first refusal as herein provided.

2. Gift. Any Owner other than the Title Holder who wishes to make a gift of his Unit Ownership, or any interest therein, shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board, acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership, or interest therein, for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. With fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership, or interest therein, shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value.

3. Devise. In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner the Board shall appoint a qualified real estate appraiser to act as an arbitrator and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

4. Involuntary Sale.

(a) In the event any Unit Ownership, or interest therein, is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of his intention to do so, whereupon members of the Board, acting on behalf of the other Owners, shall have an irrevocable option to purchase such Unit Ownership,

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or interest therein, at the same ratio for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in ARTICLE VI hereof.

5. Exercise of Option. The Board, by the affirmative vote of at least two-thirds (2/3) of the Board members, and upon not less than fifteen (15) days' prior written notice thereof to all the Owners, may exercise any option hereinabove set forth to purchase any Unit Ownership, or interest therein. The Board, or its duly authorized representative, acting on behalf of the Owners, by the affirmative vote of at least two-thirds (2/3) of the Board members and upon not less than fifteen (15) days' prior written notice thereof to all the Owners, may bid to purchase at any sale of a Unit Ownership, or interest therein, of any Owner, living or deceased, which said sale is held pursuant to an order or direction of a court. The written notice to all the Owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which the Board, or its duly authorized representative, is authorized to bid and pay for said Unit Ownership, or interest therein. If within said fifteen (15) days the voting members for at least one-third (1/3) of the number of Units shall file with the Board a written objection to any such action by the Board, then such option shall be deemed released and shall not be exercised by the Board. The Unit Ownership, or interest therein, which is subject to such option may thereupon be sold, conveyed, leased, given or devised, free and clear of the provisions of this ARTICLE.

6. Release or Waiver of Option. Upon the written consent of at least two-thirds (2/3) of the Board members, and of the options contained in this ARTICLE VIII may be released or waived and the Unit Ownership, or interest therein, which is subject to an option set forth in this ARTICLE, may be sold, conveyed, leased, given or devised, free and clear of the provisions of this ARTICLE.

7. Proof of Termination of Option. A certificate, executed and acknowledged by the acting Secretary of the Board, stating that the provisions of this ARTICLE VIII, as hereinabove set forth, have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished by any Owner who has in fact complied with the provisions of this ARTICLE or in respect to whom the provisions of this ARTICLE have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

8. Financing of Purchase Under Option.

(a) Acquisition of Unit Ownership, or any interest therein, under the provisions of this ARTICLE shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of Ownership in the Common Elements, as set forth in Exhibit "B", bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph No. 7 of ARTICLE VI hereof.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership, or interest therein, authorized by this ARTICLE; provided however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership, or interest therein, to be acquired.

9. Title to Acquired Interest. Unit Ownerships, or interest therein, acquired pursuant to the terms of this ARTICLE, shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships, or interests therein, shall be sold or leased by the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credit to each Owner in the same proportion in which the Board could levy a special assessment

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under the terms of Paragraph No. 8(a) of this ARTICLE.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal, as provided in Paragraphs Nos. 1, 2 and 3 of this ARTICLE VIII, shall not apply to any sale, lease, gift, devise, or other transfer by the Title Holder, or between the Co-Owners of the same Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any Trustee of a Trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse of lawful child of the Owner, or any one or more of them. For purposes of this ARTICLE VIII, unless otherwise specifically provided herein, the word "Owner" shall include any beneficiary of a Trust, shareholder of a corporation, or partner of a partnership, holding legal title to a Unit.

ARTICLE IX

Damage or Destruction and Restoration of Building

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the Property, as hereinafter provided in ARTICLE XI hereof, or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board, or the payee of such insurance proceeds, among all Owners, according to each Owner's percentage of Ownership in the Common Elements, as set forth in Exhibit "B", after first paying out of the share of each Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. Insufficient Insurance. In the event the Property or the improvement thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Owners and all other parties in interest do not voluntarily make provisions for reconstruction of the improvements within ninety (90) days after said damage or destruction, then the provisions of the Act in such event shall apply.

3. Extent of Repair, Restoration or Reconstruction. Repair, restoration or reconstruction of the improvements, as used in this ARTICLE, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X

Partial Condemnation

Notwithstanding anything in this Declaration to the contrary, in case less than all the buildings containing Units are taken by exercise of the power of eminent domain, except as to any compensation specifically allocated or awarded to each Unit Owner whose Unit is in the building so taken, the entire award or proceeds shall be divided among the Owners of the Units in the buildings so affected by such condemnation in the proportion that each such Unit Owner's percentage of Ownership in the Common Element bears to the total percentage of Ownership in the Common Elements of all the Units in the buildings so taken, after first paying out of the share of each such Owner the amount of any unpaid liens on his Unit or caused by him to be placed on any other portion of the Property. Upon receiving his share of the award or proceeds, as aforesaid, all interest of each such Unit Owner in the Property shall terminate and each such Unit Owner agrees to execute all documents that may be deemed necessary or desirable to effect such termination of interest, including, without limiting the generality of the foregoing, such documents that may be necessary to withdraw the Property from the Act for purposes of resubmitting to the Act that portion of the Property not so taken. Where buildings are permanently eliminated from the Condominium as a result of condemnation, the interests of the remaining Unit Owners in the Common Elements so eliminated from the Condominium shall automatically terminate and their interest in the

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remaining Common Elements shall be automatically increased to a percentage equal to the ratio each remaining Unit's percentage of Ownership in the Common Elements, prior to such increase, bore to the sum of the percentages of Ownership in the Common Elements of all remaining Units prior to such increase. An Amended Declaration shall be filed of record reflecting the changes in the percentage of the Common Elements and such Amended Declaration, when filed or recorded, shall relate back to a time immediately prior to the taking or destruction aforesaid.

ARTICLE XI

Sale of the Property

The Owners, by affirmative vote of at least 75% of the aggregate in interest of the undivided Ownership of the Common Elements, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Paragraph No. 3 of ARTICLE XIII of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, the two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XII

Remedies for Breach of Covenants, Restrictions and Regulations

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding Section:

(a) To enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and the Trustee, or its beneficiaries, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit, or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall recur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting

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Owner for a decree or mandatory injunction against the Owner or Occupant, or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of the proceeds, after satisfaction of such charges and any liens, shall be paid to the Owner.

Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights, as provided in Paragraph No. 4, ARTICLE VIII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XIII

General Provisions

1. Until such time as the Board of Managers provided for in this Declaration is formed, the Title Holder may, but shall not be required to, exercise any of the powers, rights, duties and functions of the Board.
2. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust deed.
3. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board of Association at 616-618 Waveland Avenue, Chicago, Illinois, and to any Owner at the address of the building in which his Unit is located (indicating thereon the number of the respective Unit), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.
4. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of deceased Owner is being administered.
5. Each grantee of the Title Holder, by the acceptance of a deed of conveyance, or each purchaser under Article of Agreement for Condominium Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.
6. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
7. The provisions of ARTICLE III, ARTICLE VI, Paragraph No. 5 of ARTICLE VIII, ARTICLE and this Paragraph No. 7 of ARTICLE XIII of this Declaration, may be changed, modified or

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rescinded only by an instrument in writing setting forth such change, modification or rescission, signed acknowledged by the Board, all of the Owners, and all mortgagees having bona fide liens of record against any Unit Ownerships. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

8. The invalidity of any covenant, restriction, condition, limitation or any other provisions of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

9. 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 provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules, imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States.

10. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium.

11. In the event title to any Unit Ownership is conveyed to a land Title Holding Trust under the terms of which all powers or management, operation and control of the Unit Ownership remain vested in the Trust beneficiary or beneficiaries, then the Unit Ownership under such and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such Title Holding Trustee personally for payment of any lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or Trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such Trust notwithstanding any transfers of the beneficial interest of any such Trust or any transfers of title of such Unit Ownership.

UNOFFICIAL COPYSignature by Trustee

Anything in this Declaration to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements of the Trustee, while in form purporting to be the representations, covenants, undertakings and agreements of the Trustee, are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein. This Declaration is executed and delivered by the Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the First National Bank of Blue Island either individually or as Trustee on account of this Declaration or on account of any representation, covenant, undertaking or agreement of the Trustee contained in this Declaration, either expressed or implied, all such personal liability, if any, being expressly waived and released by all of the Unit Owners and by all persons claiming by, through or under any such Unit Owners.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed by its Vice President and its corporate seal to be hereto affixed and attested by its Assistant Trust Officer this _____ day of _____ 1976.

FIRST NATIONAL BANK OF BLUE ISLAND, as Trustee
under Trust No. 658, as aforesaid and not
individually

By: _____
Vice President

ATTEST:

Assistant Trust Officer

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STATE OF ILLINOIS)
COUNTY OF C O O K) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, Vice President of the FIRST NATIONAL BANK of BLUE ISLAND, and _____, Assistant Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said BANK, for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said BANK, did affix the said corporate seal of said BANK to said instrument as his free and voluntary act, and as the free and voluntary act of said BANK for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this _____ day of _____, 1976.

Notary Public

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EXHIBIT B

<u>ADDRESS</u>	<u>UNIT</u>	<u>PERCENTAGE INTEREST IN COMMON AREA</u>
616 W. Waveland	1-E	16 2/3%
618 W. Waveland	1-W	16 2/3%
616 W. Waveland	2-E	16 2/3%
618 W. Waveland	2-W	16 2/3%
616 W. Waveland	3-E	16 2/3%
618 W. Waveland	3-W	16 2/3%
		100 %