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Cook County Recorder of Deeds  
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**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**Regents Park Subdivision  
and the Estates of Regent Park Homeowners Association  
City of Chicago  
Cook County, Illinois**

Property of Cook County Clerk's Office

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**REGENT'S PARK SUBDIVISION  
CITY OF CHICAGO  
COOK COUNTY, ILLINOIS**

**FIRST AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR  
REGENTS PARK SUBDIVISION AND THE ESTATES OF  
REGENT PARK HOMEOWNERS ASSOCIATION**

THIS FIRST AMENDED AND RESTATED DECLARATION made this 29th day of December, 2008, by THE ESTATES OF REGENT PARK, LLC, an Illinois limited liability company (the "Declarant");

**RECITALS**

A. Declarant and certain others hold legal title to certain real property in the City of Chicago, County of Cook, State of Illinois, which is more particularly described in Exhibit A attached hereto commonly referred to as The Estates at Regent Park (the "Property");

B. Declarant is the developer of the Property and has heretofore subdivided the Property to provide for a planned development consisting of (a) 36 residential lots and (b) certain Common Areas;

C. Declarant desires to develop the Property as a community consisting of single-family detached residential units and townhome units, together with easements, rights to the Common Area, including therein roads, driveways, walks, paths, and open spaces and other Common Facilities;

D. Declarant has created The Estates of Regent Park Homeowners Association (the "Association") under the laws of the State of Illinois as a not-for-profit corporation to promote and enhance the value and amenities in said community, assure continued access of certain Lots across adjoining property (under the Access Easement hereafter described), maintain and administer all Common Areas, enforce the covenants, conditions, restrictions and reservations set forth herein, and collect and disburse the assessments and charges herein created;

E. Declarant intends to convey the Common Areas to the Association at a future date; and.

F. Declarant recorded a Declaration of Covenants, Conditions and Restrictions for Regents Park Subdivision (the "Original Declaration") dated April 14, 2004 on June 3, 2004 with the Cook County Recorder of Deeds (the "Recorder") as Document Number 041553 3189 and on September 25, 2005, Declarant recorded an Amendment to Declaration of Covenants, Conditions and Restrictions dated July 25, 2005 with the Recorder as Document Number 0525533087 (the "Amendment"). This First Amended and Restated Declaration of Covenants, Conditions and Restrictions (this "Declaration") has been approved pursuant to the terms of Section 15.5 hereof by

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the Board of Directors of the Association and by the Declarant which holds in excess of 2/3 of the total vote of the Members and fully amends, restates and replaces the Original Declaration and Amendment.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, occupied, sold and conveyed subject to the covenants, conditions, restrictions, reservations, easements, charges and liens created herein, which are for the purpose of promoting and enhancing the value, desirability and attractiveness of the Property. These covenants, conditions, restrictions, reservations, easements, charges and liens shall be considered as covenants running with the Property and shall be binding on all parties acquiring any interest in and to the Property or any part thereof; and shall inure to the benefit of each Owner thereof.

## ARTICLE I DEFINITIONS

The following words and terms, when used in this Declaration shall be defined as follows:

1.1 **ACCESS EASEMENT:** The Grant of Perpetual Easements and Declarations of Restrictions by and between Regent Park City Homes II, L.L.C., an Illinois limited liability company and Declarant, made on March 8 , 2004, and recorded with the Recorder of Deeds of Cook County, Illinois, on June 3, 2004 as Document No. 0415533188, as the same may be amended from time to time.

1.2 **ALLEY EASEMENT:** The Declaration of Perpetual Easement made by Declarant on July 16, 2008 and recorded with the Recorder of Deeds of Cook County, Illinois on July 24, 2008 as Document Number 0820633109, as the same may be amended from time to time.

1.3 **ASSOCIATION:** Association shall mean and refer to The Estates of Regent Park Homeowners Association, an Illinois Not-for-Profit Corporation, its successors and assigns.

1.4 **BOARD or BOARD OF DIRECTORS:** Board or Board of Directors shall mean the Board of Directors of the Association as constituted at any time or from time-to-time, in accordance with the applicable provisions of Article III.

1.5 **CITY:** City shall mean and refer to the City of Chicago, Illinois.

1.6 **COMMON AREA OR COMMON AREAS:** Common Area or Common Areas shall mean and refer to real property owned by the Association and referred to on the Plat of Subdivision as "W. Wallen Avenue – Private Street", the Utility Easements, the Entry Lot Easement, Sidewalks along W. Wallen Avenue, and the Walkway Area, all created for the common use and enjoyment of the Members of the Association, but shall not include the Lots or any part of the Property conveyed or dedicated, now or hereafter, to a municipality or municipalities.

1.7 **COMMON FACILITIES:** Common Facilities shall mean the private streets, walks,

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driveways, landscaping, trees, parking areas, entrance identification signs, and any other improvements or structures from time to time located or constructed on the Common Area and the Entry Lot Easement.

1.8 **DECLARANT:** Declarant shall mean and refer to The Estates of Regent Park, LLC, an Illinois limited liability company, its successors and assigns.

1.9 **DEVELOPER:** Developer shall mean the Declarant.

1.10 **DEVELOPER IMPROVEMENTS:** Developer Improvements shall mean the work to be performed by the Declarant, pursuant to the PD, for the Common Areas and the installation of utilities in the Utility Easement to be stubbed into by each Lot Owner for access by each Lot Owner.

1.11 **DOUBLE LOT:** Double Lot means each of Lots 1, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 36.

1.12 **ENTRY LOT EASEMENT:** The easement over Lots 1 and 36 to maintain entry monuments and illumination as more fully set forth in Section 9.3.

1.13 **LOT:** Lot, when identified with a number such as "Lot 2," shall mean and refer to each of the areas shown upon the Plat of Subdivision of the Property as Lots 1 through 36 and designated by a number of 1-36. Since the date of recording of the Plat of Subdivision, the Developer has obtained an amendment to the Planned Development Ordinance permitting the development of 26 foot lots. Accordingly, the term Lot may also refer to each 26 foot wide expanse shown on the amendment to the Planned Development Ordinance in place of Lots 14-18.

1.14 **MEMBER:** Member shall mean and refer to every person or entity holding membership in the Association as provided in Article II hereof.

1.15 **OWNER or OWNERSHIP:** Owner or Ownership shall mean and refer to the record holder of fee simple title to any Lot, whether such Owner shall be one or more persons or entities, the beneficiary or beneficiaries of a Trust, member of a limited liability company, shareholder of a corporation, or partner of a partnership, but excluding those persons or entities having any interest merely as security for the performance of an obligation.

1.16 **PLANNED DEVELOPMENT ORDINANCE:** The Ordinance adopted by the City pursuant to Application Number 16265 on September 27, 2007 amending Title 17 of the Municipal Code of Chicago by changing all of the Residential Planned Development Number 826 symbols and indicators as shown on Map 17-I in the area bounded by a line 581.23 feet north of and parallel to West Albion Avenue; a line 330.20 feet east of and parallel to North Kedzie Avenue; a line 341.23 feet north of and parallel to West Albion Avenue; and North Kedzie Avenue, to the designation of B2-5 Neighborhood Mixed Use - District, as further amended from time to time.

1.17 **PLAT OF SUBDIVISION:** The final Plat of Subdivision for Regents Park Subdivision, being a subdivision of part of Section 36, Township 41 North, Range 13 East of the Third Principal

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Meridian, recorded with the Recorder of Deeds of Cook County, Illinois on August 5, 2003 as document number 0321718075.

1.18 **PROPERTY:** Property shall mean and refer to the real property described on Exhibit A, all of which is subject to the provisions of this Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association as provided herein.

1.19 **TURNOVER DATE:** The Turnover Date shall be the date upon which the first of the following three events occurs:

1. The total number of votes outstanding in Class A Membership equals the total number of votes outstanding in the Class B Membership; or
2. December 31, 2012; or
3. Delivery of written notice from Declarant to each Owner waiving any special provisions benefitting the Declarant which are intended to expire on the Turnover Date.

1.20 **UTILITY EASEMENT:** The term Utility Easement shall refer to the easement in favor of the Utility Companies described herein including, without limitation, the easement described in Section 9.1 below.

1.21 **WALKWAY AREA:** That portion of Lot 19 to be conveyed to the Association by the Developer or over which the Developer shall grant an easement to all Owners to provide pedestrian access from Wallen Drive to Albion Avenue.

## ARTICLE II MEMBERSHIP

2.1 **MEMBERSHIP:** Every person or entity who is the record Owner of a fee or an undivided fee interest in any Lot (or portion thereof), shall automatically be a Member of the Association subject to the rights and obligations provided in this Declaration, in the Articles of Incorporation, and the duly enacted By-Laws of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot. Ownership of such Lot shall be the sole qualification for Membership, and Membership shall cease upon termination of such ownership.

2.2 **VOTING MEMBERS:** Subject to the provisions of Section 3.1, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, limited liability company, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board; provided, however, that if no such designation is given,

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then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

## ARTICLE III VOTING RIGHTS AND BOARD OF DIRECTORS

3.1 CLASSES OF VOTING: The Association shall have two classes of voting Membership.

Class A. Class A Members shall be those Owners as defined in Article I, other than the Declarant, except as Declarant may qualify for Class A Membership as provided herein. Class A Members that own Lots with 30 feet of frontage on Wallen shall be entitled to one vote for each Lot; Class A Members that own any of the Double Lots (60 feet of frontage on Wallen) shall be entitled to 2 votes for each of such Lots; and if any Lot is further subdivided, if permitted hereunder, the voting rights associated with such new, subdivided Lots shall be a pro rata share of the voting rights (based on its running frontage on Wallen Drive) associated with such Lot as it was constituted on the Plat of Subdivision.

Class B. Class B Membership shall be held by the Declarant. The Class B Member shall be entitled to four votes for each Lot (eight votes for each Double Lot) in which it holds the interest required for Membership under Article II, provided that Class B Membership shall cease and be converted to Class A Membership upon the Turnover Date.

3.2 BOARD OF DIRECTORS: Subject to the provisions of Section 3.3, the Association shall have three Directors who shall be elected by the Voting Members of the Association, each to serve for a 2 year term and as the Articles of Incorporation and By-laws of the Association shall provide, except (a) that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the Articles of Incorporation or By-Laws and (b) two of the first five directors elected after the Turnover Date shall serve for two year terms and the other shall serve a one year term. The Association shall have such officers as shall be appropriate from time-to-time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time-to-time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The Articles of Incorporation and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

3.3 CONTROL OF ASSOCIATION: The initial Board of Directors shall consist solely of three persons from time-to-time designated by the Declarant, which persons may, but need not, be Members under Article III. Declarant's rights under this Section to designate the Members of the

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Board shall terminate on the Turnover Date. From and after the Turnover Date, the Board shall be constituted and elected as provided in Section 3.2 above and in the By-Laws.

3.4 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever in their capacities as such directors and officers except for any acts or omissions found by a court of competent jurisdiction to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the directors and officers, their heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association, or arising out of their status as directors or officers, unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any such director may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

3.5 MANAGING AGENT: The Declarant (or an entity controlled by the Declarant) may be engaged by the Association to act as the managing agent for the Association, and as managing agent shall be paid a reasonable, fair market fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association with an entity controlled by Declarant shall have a term of not more than one year and shall be terminable by the Association without payment of a termination fee on 90 days written notice.

## ARTICLE IV PROPERTY RIGHTS

4.1 TITLE TO COMMON AREA AND COMMON FACILITIES: The Declarant may retain the legal title to the Common Area until such time as Declarant has completed improvements thereon and until such time as, in the reasonable opinion of Declarant, the Association is able to maintain the same. Notwithstanding the foregoing, Declarant covenants on behalf of itself and its successors and assigns that it shall convey its interest in Common Area and Common Facilities free and clear of mortgages, mechanic's liens and other encumbrances to the Association not later than the Turnover Date.

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4.2 MEMBERS' EASEMENTS OF ENJOYMENT: Subject to the provisions of Section 4.3, every Member shall have a right and easement of enjoyment in and to the Common Area and such easements shall be appurtenant to and shall pass with title of every Lot.

4.3 LIMITATION OF MEMBERS' EASEMENTS: The rights and easements of enjoyment created hereby are expressly subject to the right of the Association to dedicate or transfer all or any part of the Common Area and Common Facilities to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that, following the Turnover Date, no such dedication or transfer determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the vote of each class of Membership then existing has been recorded, agreeing to such dedication, transfer, purpose or condition.

4.4 UTILITY AND ACCESS EASEMENTS: Each Owner of a Lot and the Declarant shall have a nonexclusive easement for vehicular and pedestrian access over and across roadways and walkways from time-to-time located on the Common Area, including without limitation, those roadways and walkways which provide access to public ways. Ameritech, AT&T, Commonwealth Edison Company, Northern Illinois Gas Company, City and its cable television franchisee, and all other public and private utilities serving the Property (collectively, the "Utility Companies") 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 Utility Easements, Common Area and/or Lots located on the Property, as established herein and by subsequent grant. The City or other governmental authority which has jurisdiction over the Property, or which undertakes to provide services to the Property, are hereby granted access easements for ingress and egress to, over and across the Property, as established by the Plat of Subdivision or by subsequent grant, for the purpose of providing any such services. Prior to conveyance of the Common Area to the Association, the Declarant shall have the right to grant easements for laying of television cable, according to the terms and conditions of applicable City ordinances. After conveyance of the Common Area to the Association, the Board of Directors may authorize the granting of an easement for the laying of television cable, according to the terms and conditions of applicable City ordinances.

4.5 DELEGATION OF USE: Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and Common Facilities, to the members of his family, his tenants or contract purchasers or other occupants residing on the Lot.

4.6 DECLARANT'S RIGHTS: Declarant's agents, members, guests and invitees shall have the easements of enjoyment described in 4.2 of this Article IV until the Declarant's rights under Article III are fully terminated, at which point Declarant's rights, if Declarant is still an Owner, shall be the same as any other Owner.

## ARTICLE V MAINTENANCE ASSESSMENTS



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5.1 COVENANT FOR MAINTENANCE ASSESSMENTS: The Declarant, with respect to each Lot, owned by Declarant within the Property, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and agree to pay to the Association, (a) regular assessments or charges, and (b) special assessments for capital improvements and unforeseen expenses. All such assessments are to be established and collected as hereinafter provided by this Declaration, together with the Articles of Incorporation and By-Laws of the Association.

5.2 PURPOSE AND USE OF ASSESSMENTS: All assessments levied by the Association shall be for the purpose of insuring the high standards of maintenance and operation of the portion of the Property reserved or conveyed by the Declarant for the common use of all Owners, as well as private streets and other Common Facilities which now exist or may be constructed, and in general to promote the desired character of the Property. Such purposes and uses of assessments shall include, but are not limited to, the cost to the Association of all taxes, insurance, water and sewer usage, repair, replacement and maintenance of the Common Area, Common Facilities, any storm sewer facilities serving the property, exterior lighting within the Common Area, Common Facilities, private street, as well as the mowing of grass, snow removal of Common Area sidewalks and roadway in W. Wallen Drive, caring for grounds, landscaping of Common Areas and purchase of equipment and other charges required by this Declaration of Covenants, Conditions and Restrictions or that the Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association. Such assessments shall also specifically cover the maintenance, repairing and replacement of the subdivision identification signage, lighting and landscaping located in any public or private area, the Common Area or Common Facilities, and all costs of enforcing the rights of any Lot Owner or the Association itself under the Access Easement. Each Owner shall be responsible for snow removal of the driveway and sidewalks on such Owner's Lot.

All regular assessments may include a reasonable reserve fund which may be allocated to the costs of repairing, replacing, removing and improving the Common Area, Common Facilities, private streets, and other purposes contemplated in 5.2 of this Article V, and to capital improvements. Any allocation of reserve funds shall be made upon the affirmative vote of three-fifths (3/5) of the Board of Directors of the Association, which vote shall be taken at a meeting called for that purpose as provided in the By Laws of the Association.

5.3 ASSESSMENT PROCEDURE – REGULAR ASSESSMENTS: Until December 31, 2009, the regular assessments shall be \$120.00 per month per (30 foot) Lot (\$240.00 per month per Double Lot). From and after January 1, 2010, the regular assessments shall be determined by the affirmative vote of three-fifths (3/5) of the Board of Directors of the Association, but the regular assessment for each Double Lot shall be twice the amount of the assessment for each of the other (30 foot) Lots. Assessments for Lots of less than 30 feet in width shall be the same assessment as for a 30 foot lot multiplied by a fraction the numerator of which is the width of such Lot and the denominator of which is 30 feet. Notwithstanding the foregoing, assessments for budget items which vary by the occupancy status of a Lot and which may with some reliability be allocated based on actual usage, may at the option of the Association, be allocated only to those Lots which are occupied.

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On or before November 1 of each year, commencing November 1, 2009 and pursuant to the By-Laws of the Association, the Board of Directors shall hold a meeting or meetings (a) to estimate all expenses provided for in 5.2 of this Article V; (b) to fix the amount assessed against the individual Lots for the forthcoming year; and (c) to establish the date or dates on which such assessments or installments thereof shall be due the Association. In the event of the Board of Director's failure to accomplish the foregoing, the amount of the prior year's annual assessment shall be the fixed amount. Should the Board of Directors fail to establish payment dates, all regular assessments shall be due and payable in 12 equal installments on the first day of each month, starting with January 1 of the year for which they are assessed.

The Board of Directors shall prepare an itemized list of all estimated expenditures, and promptly give written notice of the assessment to every Owner subject thereto.

5.4 ASSESSMENT PROCEDURE – SPECIAL ASSESSMENTS: Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvements or unforeseen expenses. Such capital improvements shall include the construction or reconstruction, or unexpected repair or replacement of any capital improvements upon the Common Area, Common Facilities, or private streets. Unforeseen expenses shall be deemed to be those reasonably needed expenses not provided for in the itemized list of estimated expenditures provided for in Section 5.2 herein.

Whenever the Board of Directors shall determine that there exists a need for levying a special assessment as herein provided, the Board of Directors shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed special assessment. The Board of Directors shall call a meeting of the Members to consider any special assessment, and shall give the Members written notice thereof not less than 10 business days prior to such meeting date, which notice shall identify the purpose, place, date and time of such meeting. All special assessments must be approved by a two-thirds (2/3) vote of the Members present at said meeting at which a quorum is present, but in no event by less than the lesser of (i) 20% of all of the Voting Members and (ii) 8 Voting Members.

5.5 ALLOCATION OF ASSESSMENTS. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except (a) that the rate of assessment for each Double Lot shall be twice the rate for each of the 30 foot Lots, and (b) as may be otherwise provided for in this Declaration. Any assessments and any installment thereof provided for herein shall commence on the Lot on the due date for such assessment in the month following the sale and conveyance of such Lot by the Declarant. The initial assessment shall be adjusted according to the number of months remaining in any calendar year.

5.6 COMMENCEMENT OF ASSESSMENTS. The obligation to pay regular or special assessments shall commence on January 1, 2009.

## ARTICLE VI ACCESS EASEMENT/ALLEY EASEMENT

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6.1 DELEGATION OF AUTHORITY. The Declarant, in its capacity as Grantee under the Access Easement, delegates to the Association the authority to protect the rights and entitlements of Lots 1-10 (and the Owners thereof) under the Access Easement and is authorized to take all necessary steps to enforce the Access Agreement. All costs incurred by the Association (or the Declarant) in connection with maintenance, repair, replacement, snow removal, repaving and the like relative to the land subject to the Access Easement shall be allocated solely to the Owners of Lots 1-10 pro rata (except the Owner of Lot 1, being a Double Lot shall be allocated a double portion of such costs).

The Declarant, in its capacity as the declarant or grantee under the Alley Easement, delegates to the Association the authority to protect the rights and entitlements of Lots 14-18 (and the Owners thereof) under the Alley Easement and is entitled to take all necessary steps to enforce the Alley Easement. All costs incurred by the Association (or Declarant) in connection with the maintenance, repair, replacement, snow removal, repaving and the like related to the land subject to the Alley Easement shall be allocated solely to the Owners of Lots 14-18 (with each 26 foot lot being allocated 1/12 of such cost).

## ARTICLE VII MAINTENANCE OBLIGATIONS

7.1 ASSOCIATION OBLIGATIONS: After conveyance by the Declarant of the Common Areas and Common Facilities to the Association, the Association shall have sole responsibility to maintain in good repair and working order the Common Areas and Common Facilities including, without limitation, all Developer Improvements installed in, on, under or through the Common Area, the Public Easements and the Entry Lot Easements.

7.2 ASSOCIATION EASEMENT RIGHTS: In order to meet its obligations as set forth above, the Association is granted an easement on, over, under and through the Utility Easement. The Association shall not unreasonably disturb the landscaping, private sidewalks, driveways and other Owner improvements located within the Utility Easement, but otherwise will not be obligated to repair or remove any landscaping on any portion of the Utility Easement located on a Lot other than to return to proper grade.

7.3 OWNER OBLIGATIONS: Each Owner of each Lot shall maintain in good repair and working order all improvements and landscaping on the Owner's Lot.

7.4 ENTRY SIGNS AND ILLUMINATION. The Association shall provide for the care, maintenance, replacement, and reconstruction of entry signs constructed by Developer identifying the Regent's Park Subdivision, and the landscaping and lighting around such signs, whether located on Common Area, a privately owned Lot or, if approved by the City, within the public right-of-way. A non-exclusive easement for such purpose is hereby established for the benefit of the Association upon that portion of Lot 1 and Lot 36 upon which such a sign is constructed by Developer, including, specifically the Entry Lot Easements.

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## ARTICLE VIII USE AND CONSTRUCTION RESTRICTIONS

8.1 RESIDENTIAL USE: All Lots on the Property shall be used for single family residential purposes or for townhome residential purposes only; except that Declarant reserves and shall have the right, subject to applicable ordinances of the City, to use Lots for construction and sales offices, model homes, display, and/or storage purposes. No structure other than single-family or townhome residential dwellings may be constructed on any Lot, except for garages or storage facilities as provided in the Planned Development Ordinance.

8.2 COMBINING OF LOTS: Notwithstanding anything else herein contained, any two or more adjoining Lots may be combined for use as a single family residence, but no Lot may be subdivided to have a width of less than 26 feet.

8.3 STORAGE ON LOTS: No boat, commercial vehicle, airplane, trailer, house trailer or motorized recreational vehicle shall be stored permanently or temporarily in the open on any portion of the Property, except that the operable conventional passenger vehicles of the Owners, their tenants and guests shall be permitted to be parked on the Owners' respective driveways on the Lots. The restrictions contained in this Section shall not apply to any Lot owned by Declarant, but the activities of the Declarant thereon shall be subject to all applicable ordinances of the City.

8.4 CONDITION OF LOTS: Each Lot shall be kept free and clear of all rubbish, debris and all other unsightly materials, and no waste shall be permitted thereon. All rubbish, trash or garbage shall be kept indoors so as not to be seen from neighboring Lots or streets and shall be regularly removed from the Lot and shall not be allowed to accumulate thereon; in connection with such removal, however, garbage may be placed curbside or in the alley after 3:00 p.m. of the day before scheduled pick-up and shall be removed no later than 6:00 p.m. on the day of pick-up. The restrictions contained in this Section shall not apply to any Lot owned by Declarant, but the activities of Declarant thereon shall be subject to all applicable ordinances of the City.

8.5 ADVERTISING AND SIGNS: No advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot except:

- (a) Signs and billboards used by Declarant (subject to applicable ordinances of the City) during the construction of the Developer Improvements and sale of all Lots through the initial occupancy of all Lots. Declarant reserves an easement over Lots 1 and 36 for the construction and maintenance of a Marketing Sign facing Kedzie which easement shall terminate with respect to such Lot upon the occupancy of the initial home constructed on such Lot. Declarant reserves the right to place placards on such Marketing Signs advertising the subdivision and individual contractors building homes on the Lots. Upon termination of the easement, Declarant shall remove such Marketing Signs at its cost and expense.
- (b) Until initial occupancy of a home on such Lot, each Lot Owner may maintain a sign on its Lot, of a size not to exceed 44" x 36", advertising the development or sale of

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such Lot.

- (c) Not more than one "For Sale," "For Rent" or "For Development" sign of not more than three square feet displayed by an Owner on its Lot (or combination of Lots used for a single-family residential dwelling). Any such sign shall be subject to Board approval and to any applicable ordinances of the City.

8.6 NOXIOUS OR OFFENSIVE ACTIVITY: No noxious or offensive activity shall be conducted, caused or allowed upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

- (a) The maintenance of unsightly plants or underbrush or plants breeding infectious plant disease or noxious insects.
- (b) The burning of refuse.
- (c) The maintenance of exterior poles, wires or rods, (other than customary satellite dishes and television antennas found in other high-end residential developments).
- (d) The hanging of laundry or other articles which in any manner makes them visible from any other Lot or portion of the Common Area.
- (e) The maintenance of any solar heating system or device.
- (f) Pets: No animals of any kind, including domestic or household pets, shall be raised, bred or kept in any portion of or on the Property except that dogs, cats or other household pets may be kept in dwellings subject to rules and regulations adopted by the Board. All such dogs, when outside of the dwelling must be on a leash in the control of a responsible person. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three days written notice from the Board to the Owner of the dwellings containing the pet, and the decision of the Board shall be final.

8.7 LINES OR WIRES: No lines or wires for communications or transmission of electric current or power shall be constructed, placed or permitted to be maintained anywhere on the Property, other than within buildings or structures or attached to their walls unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

8.8 DEVELOPMENT OR CONSTRUCTION: All development, construction and removal of any improvement located on any Lot shall be performed in accordance with the PD and the rules and ordinances of the City.

8.9 VEHICLES:

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- (a) No recreational vehicles, trucks, commercial vehicles or trailers shall be permitted to be parked or stored outside overnight anywhere within the Property.
- (b) No vehicle of any type, including personal automobiles, shall be permitted to be parked or stored anywhere within the Common Area or Common Facilities, including but not limited to the private streets, except parking of personal vehicles shall be permitted on the south side of W. Wallen Drive and commercial vehicles may park on such side of W. Wallen Drive temporarily in connection with deliveries, move ins and move outs.

8.10 LANDSCAPE IRRIGATION SYSTEM: Any in-ground landscape irrigation system servicing a Lot shall be properly cared for and maintained by the Owner of such Lot so as to keep such system in operating condition during watering seasons and in a winterized condition during the non-watering periods of the year. Further, each Owner shall keep its Lot in slightly condition free from overgrown grass and weeds.

## ARTICLE IX EASEMENTS

9.1 EASEMENTS: Declarant hereby reserves and declares that each and all of the Lots are subject to utility easements in favor of the Association and the Utility Companies for sanitary sewer, water, storm sewers, gas, cable television, electricity, telephone and any other necessary utilities. If such utilities are not installed or easements not specifically described for same prior to conveyance of any Lot, the Declarant reserves the right to grant same at a later time. Declarant shall also have the right to reserve or grant easements over the Utility Easements to any governmental authority, public utility or private utility for the installation and maintenance for electrical, telephone and cable TV, gas, sewer or water lines, or any other utility services serving any Lot. Declarant reserves the right to unilaterally limit some or all of the easements created by this Section 9.1 following the installation of the utility facilities contemplated herein to the specific area in which such facilities are located (with a reasonable width on either side of such installation) by recording a specific grant of easement to the applicable utility company or companies utilizing a specific legal description based on an as built survey.

9.2 ACCESS EASEMENT: Each Owner shall have a right of easement for ingress and egress for his benefit and for the benefit of his guests and invitees over that portion of any Lot, if any, on which is located a sidewalk leading from a private street within the Common Area or from the public right-of-way to his Lot. In no event shall any Owner block any such sidewalk so as to prevent reasonable access by others.

9.3 ENTRY LOT EASEMENT: The Declarant hereby reserves and declares for the benefit of the Association a perpetual easement over the portion of Lot 1 and Lot 36 adjoining the intersection of W. Wallen Drive and Kedzie Avenue on such Lots as the Entry Lot Easement for purpose of installing, operating and maintaining an entrance sign for the Subdivision. Such sign may be an electric and lighted sign. The Entry Lot Easement, solely as it affects Lot 36, shall be limited to the

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maintenance (and replacement if necessary) of the entry pier located as of July 25, 2005 at the northwest corner of Lot 36. Declarant shall have the right to erect and/or inscribe a sign on a pier on Lot 36 designating the street name "Wallen" which sign shall be compatible, both aesthetically and structurally with a construction on Lot 36 and in the Estates of Regent Park Subdivision and which sign shall be subject to the reasonable approval of the Owner of Lot 36 at the time of construction of such pier.

9.4 CONSTRUCTION EASEMENT: Declarant hereby declares and reserves a temporary Construction Easement for the benefit of the Owner of each adjoining Lot. The Construction Easement may be used for overdigging and shoring of foundation on such benefitted Lot. The Owner of the Lot benefitting from and utilizing such Construction Easement shall be responsible for all shoring notices and shoring activities, shall replace all disturbed landscaping and fences, if any, and shall not encroach or place any permanent improvement within such easement area. The easement area covered by such Construction Easement shall run from the north Lot line to the south Lot line of each Lot and shall be the width required to provide a total of 4 feet commencing from the east or west side yard set back line, as applicable, on the immediately adjoining Lots in the Subdivision. The Construction Easement benefitting any particular Lot in the Subdivision shall automatically cease and terminate upon the initial occupancy of the initial home to be built on such benefitted Lot.

9.5 EASEMENTS RUN WITH THE LAND: All the easements, rights, covenants, agreements, reservations, restrictions and conditions contained in this Declaration, including, without limitation, those easements referenced or established under Articles VI, IX and X hereof, shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in mortgage or trust deed or other evidence of obligations, to the easement and covenants herein described or this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents, provided, however, that in no event shall the failure of any such documents to recite or reference said easements or covenants alter or lessen the effect or enforceability of said easements and covenants.

## ARTICLE X CITY OF CHICAGO

10.1 PERPETUAL EASEMENT: The City is hereby granted a perpetual, non-exclusive easement to enter upon the Common Area for the purposes of providing fire and police protection and for the enforcement of all City ordinances, State statutes and other laws. The Association shall, at the request of the City, enter into an agreement with the City to provide for fire protection lanes over, across, and through the Common Area if requested by the City, to the extent reasonably necessary to comply with applicable law.

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## ARTICLE XI INSURANCE/CONDEMNATION

### 11.1 COMMON AREA INSURANCE.

- (a) The Association shall have the authority to and may obtain fire and all risk coverage insurance covering the improvements to the Common Area and Common Facilities, (based on then current replacement cost for the full insurable replacement value of such improvements). The Association will not maintain fire and all risk coverage on any Lot or portion thereof.
- (b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant and its employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Common Area and Common Facilities. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities.
- (c) Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association shall be obtained by the Association in such amounts as the Board shall deem desirable.
- (d) The premiums for any insurance obtained under this Section are deemed an expense subject to assessment, as provided in Article V hereof.

11.2 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Common Area or Common Facilities, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds shall, in the discretion of the Board, either (i) be applied to pay the Common Expenses as provided in Section 5.2, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in shares proportionate to the number of votes assigned to each Lot under Article III, Section 3.1, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Common Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration which refers to this Section and a legal description of such affected real estate, is executed by the President of the Association and is recorded.



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## ARTICLE XII REMEDIES FOR BREACH OR VIOLATION

12.1 **CREATION OF LIEN AND PERSONAL OBLIGATION:** The Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be deemed to covenant and hereby agrees to pay the Association all charges made under this Declaration with respect to the Owner on the Owner's Lot, except where exempt as provided in this Declaration ("Charges"). Each Charge, interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

12.2 **COLLECTION OF ASSESSMENTS:** The Association shall collect from each Owner all assessments payable by such Owner under this Declaration.

12.3 **NON-PAYMENT OF ASSESSMENT:** Any assessment which is not paid to the Association when due shall be deemed delinquent. Any assessment which is delinquent for 30 days or more shall bear interest at the rate of ten percent (10%) per annum from the due date to the date when paid. Such delinquency shall be a continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase the property. The Association may (i) bring an action against the Owner personally obligated to pay the assessment to recover the assessment (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the assessment and included in any judgment rendered in such action), (ii) enforce and foreclose any lien which may exist for its benefit, (iii) maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer," as amended from time to time, or any successor thereto or (iv) pursue simultaneously any two or more of said remedies. In addition, the Board may add a reasonable late fee to any installment of any assessment which is not paid within 30 days of its due date. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Lot.

The venue for all actions at law provided for in this Article shall be in the City of Chicago, Illinois. The persons in possession of a dwelling existing on any Lot shall be authorized to accept summons on behalf of the Owner or Owners of such Lot.

12.4 **SELF-HELP BY BOARD:** In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board,

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upon not less than ten days' prior written notice to the Owner, shall have the right to enter upon that part of the Owner's Lot where the violation or breach exists to remove or rectify the violation or breach.

12.5 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be had by proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof; to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

12.6 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings of self-help in connection with exercise of its rights and remedies under this Articles, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%) per annum until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 12.1.

12.7 ENFORCEMENT BY OWNERS: Enforcement of provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages suffered by such aggrieved Owner.

## ARTICLE XIII RESERVED RIGHTS OF DECLARANT AND PROVISIONS COVERING DEVELOPMENT PERIOD

13.1 DEVELOPER RIGHTS: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Declarant is no longer vested with or control title to any part of the Property. Notwithstanding any other provision contained in this Declaration to the contrary, until such time, Declarant shall have the right to amend this Declaration without complying with Article XV, Section 15.5 of the Declaration. This right shall cease upon the election of the initial Board of Directors by the Members on or following the Turnover Date.

In particular,

- (a) In connection with the promotion, sale or rental of any improvements upon the Property: (i) Declarant shall have the right and power, within its sole discretion, to

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construct such temporary or permanent improvements, or to do such acts or other things in, on or to the Property as the Declarant may, from time-to-time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain models, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable in its sole and absolute discretion; and (ii) Declarant, its respective agents, prospective purchasers and tenants, shall have the right of ingress, egress and marking in and through, and the right to use and enjoy the Common Area, at any and all reasonable times without fee or charge.

- (b) The Declarant is hereby granted the right and power to make such alterations, additions or improvements to the Property and improvements thereto (including landscaping) as the Declarant deems to be necessary or appropriate (consistent with the Planned Development). In connection with the rights provided in this section, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Property and the right to store construction equipment, vehicles and materials on the Property without the payment of any fee or charge whatsoever.
- (c) The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Property which Declarant determines are necessary to desirable in connection with the rights of Declarant under this Declaration, in Declarant's sole and absolute discretion.
- (d) All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable except that in the case of foreclosure or assignment in lieu of foreclosure, all of the rights of the Developer shall revert to the Declarant if the Declarant accepts said reversion. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such right.

## ARTICLE XIV MORTGAGEES' RIGHTS

14.1 **MORTGAGEE'S RIGHTS:** The following provisions are intended for the benefit of each holder of a first mortgage upon a Lot, and to the extent if at all, that any other provisions of the Declaration herein or the By-Laws conflict with the following provisions, the following provisions shall control.

14.2 **NOTICE:** The Association shall furnish to each first mortgagee of a Lot whose identity and address have been supplied to the Association, a written notice of any default by the Owner of such

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Lot in the performance of such Owner's obligation under the Declaration herein or the By-Laws which is not cured within 30 days. Any first mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Lot which accrue prior to the time such holder comes into possession of the Lot (except for claims for a pro-rata share of such assessments or charges resulting from a pro-rata reallocation of such assessments or charges to all Lots, including the mortgaged Lot).

All notices required or desired to be given under this Declaration by any person for any purpose shall be in writing and shall be deemed effectively given on the date deposited in the U.S. Mail, certified or registered, return receipt requested, postage prepaid, addressed to the person to be notified at such person's address as registered with the Association, or if such address is not registered, then to the last known or published address for such person.

14.3 RIGHT TO ACCESS ASSOCIATION RECORDS: Upon request in writing, each first mortgagee of a Lot shall have the right: to examine the books and records of the Association during normal business hours; and to receive an annual financial statement from the Association within ninety (90) days following the end of each of its respective fiscal years.

14.4 PRIORITY OF MORTGAGEES' RIGHTS: No provisions of the Declaration herein or of the By-Laws or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give an Owner or any other party priority over any rights of the first mortgagees of Lots pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, or any portion thereof or interest therein.

14.5 ADDITIONAL RIGHTS OF MORTGAGEE: Unless the first mortgagees of all of the individual Lots which have become a part of the Property have given their prior written approval, neither the Association nor the Owners shall be entitled to:

- (a) by act or omission seek to abandon or terminate the Association;
- (b) except as otherwise specifically provided in Article III hereof, change the pro-rata interest or obligations of an Owner for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards;
- (c) Intentionally Omitted;
- (d) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by this Declaration and the dedication of any private roadway shall not be deemed a transfer within the meaning of this clause;

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- (e) use hazard insurance proceeds for losses to any portion of the Common Area or Common Facilities for other than the repair, replacement or reconstruction of such improvements, except as provided by statute.
- (f) materially amend the Declaration or the Association By-laws.

## ARTICLE XV MISCELLANEOUS PROVISIONS

15.1 COVENANT TO MAINTAIN SEWER AND WATER LINES: The Owners covenant, to the extent that neither the Association nor any utility company, municipality or other governmental body may be liable, to maintain all sewer and water lines on their respective Lots that are used by other Owners and to allow such utility companies, municipality or other governmental bodies access to their Lots for the purpose of maintaining such lines.

15.2 BINDING EFFECT OF DECLARATION: Each Owner covenants to abide by each and every covenant, restriction and easement set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every document affecting title to any Lot.

15.3 COVENANT IN EVENT OF DISSOLUTION OF ASSOCIATION: All Owners hereby covenant and agree that in the event the Association herein provided for shall be dissolved, all restrictions created herein affecting the Common Area, Common Facilities and Lots shall remain in force and that this document shall be in full force and effect regardless of the devolution of title to such Common Area upon the Owners of the Lots.

15.4 SEVERABILITY: If by legislation, judgment or court order, any portion of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration shall be found to be unconstitutional, invalid, or unenforceable, such determination shall in no way affect any other provisions of this Declaration and all provisions of this Declaration not so affected shall remain in full force and effect.

15.5 AMENDMENTS: With the exception of the provisions in Article IV, Article V, Article VII, Article XII and Article XV and those other provisions relating to the rights of Declarant (all of which shall require Declarant's consent), this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Voting Members having at least two-thirds (2/3) of the total vote, and certified by the Secretary of the Board; provided, however, that all lienholders of record have been notified by Certified Mail of such change, modification or rescission, and an affidavit by said Secretary certifying to such mailing is a part of such instrument. No amendment which changes, modifies or rescinds any right granted to the City hereunder shall be effective until approved in writing by the City. The provisions in Article XIII may not be changed, modified or rescinded except upon

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the written consent of all Owners.

15.6 **RECORDING:** Any change, modification or rescission shall not be effective until such instrument (which contain the notarized signatures of the requisite number of Owners) is duly recorded in the Office of the Recorder of Deeds for Cook County, Illinois.

15.7 **DECLARANT CONSENT:** Prior to the conveyance of title by Declarant to the last Lot within the Property no change, modification or amendment to the Declaration or the By-Laws shall be made by the Board or the Owners which affect the rights, privileges or obligations of the Declarant without its prior written consent.

15.8 **ENFORCEMENT:** Enforcement of the covenants and restrictions contained in this Declaration shall be had by any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restrictions or to restrain violation or recover damages and against the land to enforce any lien created by these covenants. The failure of the Association, any mortgagee or any Owner to enforce any covenant or restriction created herein shall in no event be deemed a waiver of the right to do so thereafter.

15.9 **DIRECTORS AND MEMBERSHIP MEETINGS AND NOTICES:** All meetings of the Board of Directors or Membership of the Association shall be called and conducted pursuant to the Articles of Incorporation and By-Laws of said Association, except as such By-Laws are expressly modified by the terms hereof.

15.10 **CERTIFICATE OF PAYMENT:** The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the annual assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence that any assessment therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to the Declarant on Lots then owned by Declarant.

15.11 **CAPTIONS:** All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed this 29th day of December, 2008.

THE ESTATES OF REGENT PARK, L.L.C., an  
Illinois limited liability company

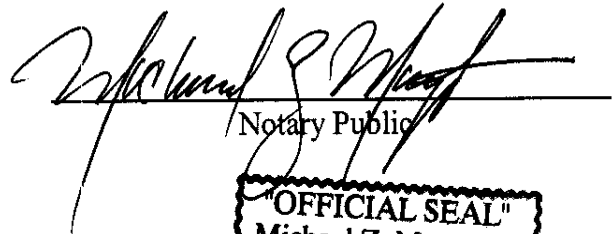
By: \_\_\_\_\_  
Title: Manager

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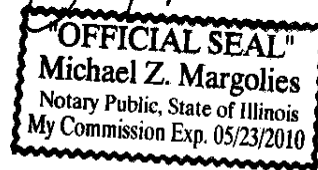
STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ERIC A. ROTHNER , personally known to me a Manager of The Estates of Regent Park, LLC , and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument for and on behalf of said limited liability company, pursuant to authority given by the Managers of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my hand and seal this 29th day of December, 2008.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:



This document prepared by and after recording return to:

Michael Z. Margolies  
4709 W. Golf Road, Suite 475  
Skokie, Illinois 60076

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## EXHIBIT A

### LEGAL DESCRIPTION

LOTS 1-36, BOTH INCLUSIVE TOGETHER WITH ALL OTHER LAND FALLING WITHIN THE REGENTS PARK SUBDIVISION, BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 5, 2003 AS DOCUMENT NUMBER 0321718075.

Street Address: 3050 W. Wallen through 3154 W. Wallen, Chicago, Illinois

PINS: 10-36-300-017-0000; 10-36-300-018-0000; 10-36-300-019-0000; 10-36-300-020-0000; 10-36-300-021-0000; 10-36-300-022-0000; 10-36-300-023-0000; 10-36-300-024-0000; 10-36-300-025-0000; 10-36-300-026-0000; 10-36-300-028-0000; 10-36-300-029-0000; 10-36-300-030-0000; 10-36-300-031-0000; 10-36-300-032-0000; 10-36-300-033-0000; 10-36-300-034-0000; 10-36-300-035-0000; 10-36-300-036-0000; 10-36-300-037-0000; 10-36-300-038-0000; 10-36-300-039-0000; 10-36-300-040-0000; 10-36-300-042-0000; 10-36-300-043-0000; 10-36-300-044-0000; 10-36-300-045-0000; 10-36-300-046-0000; 10-36-300-047-0000; 10-36-300-048-0000; 10-36-300-049-0000; 10-36-300-050-0000; 10-36-300-051-0000; 10-36-300-052-0000;