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Prepared by and upon
recording return to:

Cambi L. Cann, Esq., LEED GA
620 W Barry
Unit 3 North
Chicago, Illinois 60657

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Eugene "Gene" Moore RHSP Fee: \$10.00
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(Above Space for Recorder's Use Only)

FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, EASEMENTS, COVENANTS AND RESTRICTIONS FOR OGDEN PARK PLACE OWNER'S ASSOCIATION CONDOMINIUMS

This First Amendment is made and entered into this 3rd day of October 2011 by the Ogden Park Place Owner's Association, Inc. (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant submitted the real estate, legally described on Exhibit "A" and incorporated herein (the "Condominium Property"), to the Illinois Condominium Property Act pursuant to the Declaration of Condominium for the Ogden Park Place Owner's Association Condominiums, which was recorded with the Cook County Recorder of Deeds as Document Number 23907202 and registered with the Cook County Registrar of Titles as Document Number 2934976 (the "Declaration");

WHEREAS, Article XI, Section 7 of the Declaration provides that the Declarant may, from time to time, change, modify or rescind all or portions of the Declaration;

WHEREAS, the Declarant wishes to change, modify or rescind portions of the Declaration;

NOW, THEREFORE, Declarant has lawfully changed, modified, and/or rescinded portions of the Declaration, as set forth in this First Amended and Restated Declaration of Condominium, and hereby adopts and incorporates said changes, modifications, additions, and rescissions to the Declaration, and they are as follows:

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ARTICLE I DEFINITIONS

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

ACT: Condominium Property Act of the State of Illinois, as amended from time to time.

ASSOCIATION: The Ogden Park Place Owner's Association.

BOARD: The persons determined pursuant to Article V Section 6 who are vested with the authority and responsibility of administering the Property.

BY-LAWS: The provisions for the administration of the Property, including but limited to, assessment, maintenance, use occupancy, sale, leasing, alienation, and all issues regarding or pertaining to overall Property aesthetics and uniformity. Articles V and VI shall constitute the By-Laws of the Association.

COMMON EXPENSES: The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements and held in the Association's maintenance fund.

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.

PARCEL: The tract of Real Estate described in "Exhibit A" attached to the Declaration.

BUILDINGS: The Buildings located on the Parcel containing the Units.

PROPERTY: All the land, Property and space comprising the Parcel and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures, equipment and furnishing intended for the mutual use, benefit or enjoyment of the Unit Owners.

UNIT: A part of the Property, including one or more rooms and occupying part of a floor or floors, designed and intended for independent use as a one-family dwelling and having lawful access to a public way.

COMMON ELEMENTS: All of the Property, except the Units, and including, but not limited to the land, foundations, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, floors, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), roof and structural components of the Building,

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outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets) and structural components running through a unit and serving more than one unit or serving, or extending into, the common elements or any part thereof, shall be deemed part of the Common Elements. Structural components located within the boundaries of a Unit shall be part of the Common Elements.

LIMITED COMMON ELEMENTS: That portion of the Common Elements contiguous to and serving exclusively a single unit or adjoining units as an inseparable appurtenance thereto, including but not limited to, such portions of the perimeter walls, floors, ceilings, unit doors and common area entrances and exits, vestibules, unit and common area windows, and all associated fixtures and structures therein, as lie outside the unit boundaries. The Board (as defined herein), may from time to time designate other portions of the Common Elements as Limited Common Elements.

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 the real estate.

OWNER: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit ownership.

VOTING MEMBER: One (1) person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners designated pursuant to Article V.

OCCUPANT: Person or persons, other than Owner, in possession of a Unit.

DEVELOPER: Whenever used in this Declaration, the word "Developer" shall mean PARK DEVELOPMENT CORPORATION.

MAJORITY OR MAJORITY OWNERS: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit owners means such percentage in the aggregate in interest of such undivided ownership.

SURVEY: A plat or plats of survey of the parcel *and* of all Units in the Property submitted to the provisions of this Act, which may consist of a three - dimensional horizontal and vertical delineation of all such Units.

ARTICLE II UNITS

1. **DESCRIPTION AND OWNERSHIP:** All Units in the Buildings located on the Parcel are delineated on the, surveys attached hereto as Exhibit "B", and made a part of this Declaration, and are legally described in Exhibit "C" attached hereto and made a part of this

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Declaration. 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 "B". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown On Exhibit "B" and every such description shall be deemed good and sufficient for all purposes.

2. INTENTIONALLY DELETED.

3. Except as provided by the Act or elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Unit Owner's Unit to be separated into any tracts or parcels different from the whole of the unit as shown on the plat of survey attached as Exhibit "B" to the Declaration.

4. Certain Structures Not Constituting Part of a Unit. Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines or any components of communications systems, if any, located in or running through that Unit Owner's Unit and forming a part of any system serving more than that Unit Owner's Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

5. Board Approval of Limited Common Elements. Any additions or material modifications to unit doors, windows or any other Unit element that is now or in the future defined as a Limited Common Element shall be approved by the Board in writing. Such approval shall be granted or denied by the Board in its sole discretion as it deems prudent to maintain the uniformity and overall common aesthetic of the Property.

ARTICLE III COMMON ELEMENTS

1. 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. The extent or amount of such ownership shall be expressed by a percentage amount, and once determined, shall remain constant, and may not be changed without the written unanimous approval of all Owners and a recorded amendment to this Declaration. The Declarant has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "D" attached hereto.

2. Right to Amend. Anything in the within Declaration to the contrary notwithstanding, with respect to any Units which are owned by the Declarant and which have never been sold to a Unit Purchaser, the Declarant shall have the right to amend Exhibit "D" of the within Declaration so as to re-allocate among the said Units the respective percentages of ownership interest in the Common Elements which have previously been allocated to each of them, provided that the

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aggregate percentage of ownership interest in the Common Elements of all of those Units affected by such re-allocation shall remain the same and that the percentage of ownership interest in the Common Elements allocated to any Units which have theretofore been sold to unit purchasers shall not in any way be affected by such re-allocation. The right hereby reserved to the Declarant may be exercised either before or after the recordation of this within Declaration and, if so exercised after the recordation of this Declaration, shall be accomplished by an amendment to the within Declaration executed by the Declarant, which shall have the, force and effect of an amendment executed by all of the then Unit Owners of record. Such right which is reserved to the Declarant shall be so exercised in order to maintain the allocation of the respective percentages of interest in the Common Elements on the basis of the value of the Units affected in those cases where significant modifications are accomplished with respect to the construction of such Units, as in the case, for example, of an amendment to the plans of construction, which has the effect of diminishing the size of one Unit and increasing the size of another.

3. Modification of Units. Declarant is hereby granted and reserved the right and power to amend this Declaration from time to time to combine any part of a Unit owned by the Declarant with an adjacent Unit which is also owned by the Declarant by the Recording of an Amendment to this Declaration. In furtherance of the foregoing, a power coupled with an interest is granted and reserved in the Declarant to record an amendment to the Declaration which amends Exhibit "B" and "D" hereto, subject to the following limitations:

- (a) Exhibit "B" may only be amended to show the change in the boundaries of the affected Units;
- (b) The aggregate square footage of the affected Units and the Common Elements located between Units before and after the amendment shall not be materially increased and the structural integrity of the building shall not be impaired;
- (c) Exhibit "D" may only be amended to change the Undivided interest of the affected Units to reflect the change in the respective values of the Units as a result of the amendment; and
- (d) The aggregate undivided interests of the affected Units before and after the amendment shall not change.

Upon the recording of the amendment, those portions of the Common Elements (as shown on Exhibit "B" prior to the Recording of the amendment) which, as a result of the amendment, are now located within the boundaries of an affected Unit shall be deemed to be part of the Unit and those portions of an affected Unit (as shown on Exhibit "B" prior to the Recording of the amendment) which, as a result of the amendment, are now not located within any Unit shall be deemed to be part of the Common Elements. Each Unit Owner, by acceptance of the deed conveying his Unit, agrees, for him and all those claiming under him, including mortgagees, that any amendment made by the Declarant pursuant to this Section is in compliance with the Act and shall be deemed to have been made with the consent of all Unit Owners. Each Unit Owner and mortgagee hereby irrevocably appoints the Declarant as his attorney-in-fact for

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the purpose of consenting to and approving any amendment made by the Declarant under this Section. Except as provided in this Section, no Unit may be partitioned or subdivided without the consent of all Unit Owners and all Mortgagees.

Anything herein to the contrary notwithstanding, the rights of the Declarant to include additional units and to shift the interests in the Common Elements shall be only exercised in such manner as to cause the ownership interest in the Common Elements to be allocated to the units on the basis of the value of each Unit in relation to the value of all the Units then subject to this Declaration. Such values shall be determined by the Declarant at the time of each Amendment to the Declaration.

4. The Declarant hereby reserves the right from time to time to grant easements over, upon and under the parcel or any part thereof, to any other parties upon any terms and conditions it deems fit, for use for ingress and egress by pedestrian and vehicular traffic of any kind and for the construction, operation and maintenance of facilities for the supply of water, electricity and gas and the furnishing of telephone service and other utilities that shall be necessary or appropriate in order to provide said services to all present and future owners, mortgagees, purchasers, occupants, tenants and any persons acquiring any interest in the parcel, the Exhibit "A" real estate, or any other property as determined in the sole discretion of the Declarant.

5. Each Owner shall have a right to the exclusive use and possession of the Limited Common Elements serving their Unit exclusively and as determined by the Board.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium 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 the other shall be deemed to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements.

- (a) In the event that (i) by reason of the construction, repair, settlement or shifting of the Building or any other improvements, 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 hereinafter encroach upon any part of the Common Elements, or any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to such Unit,

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which will not unreasonably or materially interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or (iii) by reason of the design or construction of utility and ventilation systems, any mains, pipes, ducts or conduits serving more than one (1) Unit encroach or shall hereafter encroach upon any part of any Unit; then in such case, 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, or the Common Elements, as the case may be, so long as such reason for the use exists and 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 Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or such Unit Owner's agent through intentional, willful or negligent conduct.

- (b) Utility Easements: All utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers and switching apparatus and other equipment into and through the Common Elements for the purposes of providing utility services to the Property. The Board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register and record and in the name of the Owners, such instruments, as may be necessary to effectuate the foregoing.
- (c) Easements to Run with Land: All easements and rights described in this Condominium Declaration and easements appurtenant, running with the land, perpetually in binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other persons having an interest in the Property, or any part or portion thereof, referenced in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in 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.
- (d) Easements for Utilities and Entertainment. All suppliers of utilities serving the Property and any person providing cable television, internet services or other such entertainment to any Unit Owner or to the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace conduits, cables, pipes and wires and other necessary equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility and entertainment services, together with the reasonable right of ingress and egress from the Property for such purposes (subject to such utility provider providing reasonable prior notice) and the Board or Association may hereafter grant other additional easements for utility or entertainment purposes

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and for other purposes including such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along an on any portion of the Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easement granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of such Unit Owner's Unit or any Limited Common Element serving such Unit Owner's Unit, other than reasonably and temporarily). Each mortgagee of a Unit shall be deemed to consent to an be subordinate to any easement hereafter granted and also grants such power of attorney to the Board or association effectuating the foregoing. Easements are also hereby declared and granted to the Board and Association and to the suppliers of utilities or cable televisions or entertainment and internet lines described in this Section 3(a) to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, components of communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries.

The Board hereby reserves to itself and the Association, their respective successors and permitted assigns, the right, without notice to, or the consent of, any Unit Owner or mortgagee of a Unit: (i) to record a supplement to the plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built" and (ii) to record, from time to time, additional supplements showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. Once the location of the easement to any such utility or other entity is shown by any supplement or additional supplement to the plat as aforesaid, the easement granted by this Section 3(b) to such utility or other entity shall be limited to the area or area located within ten (10) feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement as such other area designated in the supplement by the Board or Association. A power coupled by an interest is hereby granted to the Board and Association, acting by and through their respective duly authorized officers, their respective successors, permitted assigns, agents and designees, and each of them singly without other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit shall be deemed a grant of such power to each of such attorneys-in-fact, an acknowledgment of a consent to such power, and such be deemed to reserve to each of such attorneys-in-fact the power to record any and all such supplements.

- (e) Blanket Easement in Favor of the Board/Association. A blanket easement over

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the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under the Declaration and any subsequent amendments thereto. The authorized representatives of the Board or Association, or of the management company of the Property (if any) and any suppliers of water or utility services to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, repair, or replacement of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements, or to service or take readings of any utility meters located within a Unit.

4. Use of the Common Elements.

- (a) General. Subject to the Declaration and any amendments thereto, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases, easements or licenses made by or assigned by the Board) in common with the other Unit Owners, and may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit Ownership owned by such Unit Owner, and such other incidental uses as are permitted by the Declaration and amendments thereto. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, the Declaration and any and all amendments thereto, and the rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant licenses or concessions, or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration, By-Laws and all amendments thereto. All income derived by the Association from leases, licenses, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.
- (b) Guest Privileges. The aforescribed rights shall extend to the Unit Owner and Occupants, members of the immediate family, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to the reasonable rules and regulations adopted or prescribed by the Association with respect thereto.
- (c) Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in the Declaration or all amendments thereto, neither the Board, the Association or any Unit Owner shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

5. Maintenance, Repairs and Replacements.

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- (a) By the Association. Except as otherwise provided in the Declaration as amended from time to time, the Association, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building but excluding, however, all windows and window frames, all exterior doors and the interior surfaces of walls, ceilings and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming a part of any system servicing more than one (1) Unit, excluding the portions of the foregoing which may be located at or beyond the wall outlets, which are the responsibility of the individual Unit Owner. The Association shall, at its expense, maintain the roof area of the Building.
- (b) By the Unit Owner. Each Unit Owner shall be responsible for, at such Unit Owner's own expense:
1. All of the maintenance, repairs and replacements within such Unit Owner's own Unit, all windows, window frames and screens appurtenant thereto, all interior and exterior doors appurtenant thereto (provided, however, that for purposes of maintaining uniformity and consistency throughout the Property, written consent of the Board is required for any material change in window model, material, or design in Unit windows, window frames, and exterior doors contemplated by any Unit Owner) all screens, all kitchen appliances, lighting, fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit and all pipes, wires, conduits, ducts, shafts, and other facilities for the furnishing of utility services solely to such Unit Owner's Unit and to no other Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water and electricity to two (2) or more Units, shall be furnished by the Board as part of the Common Expenses.
 - i) All of the decorating within such Unit Owner's own Unit (initially and thereafter from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceilings of that Unit Owner's Unit, and such Unit Owner shall maintain such portions in good condition at such Unit Owner's sole expense as maybe required from time to time. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed by and at the expense of

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each respective Unit Owner. The use of and covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and the regulations Board as may be imposed and amended from time to time, which shall provide for notice for notice to the Board or the management company (if any) prior to any such installation and the approval of the Board, or management company (if any) acting in accordance with the Board's direction.

- ii) All of the maintenance, repair, and replacements of the Limited Common Elements benefiting that Unit Owner's Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided in this Declaration. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use of (the aesthetics of which are subject to Board approval, as set forth in Article II).

Under the terms and conditions set forth in Article V Section 7(j) herein, the Board may perform or may cause to be performed (but is not required to) such maintenance, repairs, and replacements of the Unit and Limited Common Elements. The cost thereof shall be assessed in whole or in part to the Unit Owner(s) benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owner(s), in the name and for the account of such Unit Owner(s), to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanic's lien claims that may arise therefrom.

- iii) Nature of Obligation. Nothing contained in the Declaration or any amendments thereto shall be construed to impose a contractual liability or obligation upon the Association for maintenance, repair and replacement of the Common Elements or the Units or any portion or parts thereof, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in the Declaration and any amendments thereto shall not be

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limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure the latent or patent defect in material or workmanship in the construction of the Building, nor because they have become entitled to the proceeds under policies of insurance. In addition, and notwithstanding anything contrary contained in the Declaration or any amendment thereto, no Unit Owner shall have a claim against the Board or the Association for any work ordinarily the responsibility of the Board or the Association, but which the Unit Owner himself has performed or paid for, unless such an arrangement shall have been agreed to in advance and in writing by the Board or Association.

- (c) Negligence of Unit Owner. If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of such Unit Owner's family or household pet or of a guest or other authorized occupant or visitor or invitee of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be charged as a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repair and replacements as may be determined by the Board.
- (d) Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affect the other Unit Owners.
- (e) Additions, Alterations or Improvements.
1. The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Unit Owners benefited thereby) the cost of any additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of the maintenance fund, or by special assessment in the discretion of the Board.
 2. Except as provided otherwise herein, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to such Unit Owner's Unit where such work alters the wall or partition, configuration, ceiling, perimeter doors or windows, terrace, floor load or otherwise affects the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder without the prior written consent of the Board. The

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Board may, but shall not be required to, condition its consent to the making of an addition, alteration or improvement by a Unit Owner under this Section upon the Unit Owner's agreement (i) be solely responsible for the maintenance of such addition, alteration or improvement, subject to the standards as the Board may from time to time set, or (ii) pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its sole discretion, take any of the following actions, which actions shall not be exclusive of any other remedies available under the Declaration and any amendment thereto, at law or equity:

- i) Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition solely at the Unit Owner's expense; or
- ii) If the Unit Owner refuses or fails to properly perform the work required under paragraph (i) above, the Board may cause such work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or
- iii) Ratify the action taken by the Unit Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

ARTICLE V ADMINISTRATION

1. INTENTIONALLY DELETED.

2. Association. The Declarant, upon the sale of one or more units, and prior to the election of the first Board, and the Board 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, which corporation (herein referred to as the "Association") shall be the governing body for all of the Owners for the, maintenance, repair, replacement administration and operation of the Property. 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 his Unit Ownership, at which time the new Owner shall automatically become a new member of the Association with the same rights and privileges as the prior member had. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act.

3. Administration of Property. The direction and administration of the Property shall be

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vested in the Board of Managers (herein referred to as "Board") consisting of five (5) persons. Each member of the Board shall be an Owner, evidenced by presentment of the most recent deed recorded against the Unit; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural individual, then any officer, director or other designated agent of such corporation, partnership, or other designated agent or beneficiary of such trust or manager of such legal entity, shall be eligible to serve as a member of the Board, if such person resides in the Unit owned by the entity on whose behalf such person is acting, except that a person representing Declarant need not be a resident

4. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and herein after referred to) as a "voting member". Such voting members may be the Owner or one of the groups 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 designations 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 incompetency of any designator, or by written notice to the Board by the Owner or Owners. 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 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "D" and any amendments thereto. Declarant shall be the voting member with respect to any Unit Ownerships owned by the Declarant.

5. Meetings.

- (a) Annual Meeting: The initial meeting of the voting members shall be held upon twenty (20) days written notice given by the Developer. Such meeting shall take place on the first business day that is thirty (30) days after the date on which first occurs: (1) substantial completion of all contemplated improvements and conveyance of all of the Units by Declarant; (2) five (5) years from the date of the recording of the Declaration; or (3) Declarant's election, by written notice given to all Owners, to cease functions of the Board, whichever first occurs. Thereafter, there shall be an annual meeting of the voting members in the month of April following such initial meeting, and in the month of April of each succeeding year at such reasonable time or 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.
- (b) Special Meetings: Special meetings of the voting members may be called at any time. Said meetings shall be called by written notice, authorized by a majority of the Board or by voting members having at least one quarter of the total votes and delivered not less than ten (10) days prior to the date of said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

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- (c) Place of Meetings: Meetings of the voting members shall be held at the property, or at such other place in the City of Chicago, Illinois, as may be designated in any notice of a meeting. No action may be taken at any meeting of the voting members without the presence in person or by proxy of a majority of the total votes, which shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members upon the affirmative vote of at least fifty-one per cent (51%) of the votes represented at such meeting.
- (d) Notice of Meetings: Notices of meetings shall be required to be given herein by either personal delivery of such notice or by mailing to the persons entitled to vote at such meetings addressed to each 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.

- (a) At the initial meeting, the voting members shall elect Board which shall consist of five (5) members, two (2) of whom shall hold office until the third annual meeting thereafter, one (1) of whom shall hold office until the second annual meeting thereafter, and two (2) of whom shall hold office until the first annual meeting thereafter. In all elections for members of the Board, each Voting Member shall be entitled to one vote, and the candidates receiving the highest number of votes with respect to the number of vacancies to be filled shall be deemed to be elected by majority of the total number of members on the Board shall constitute a quorum. At the first annual meeting after the initial meeting, and at each annual meeting thereafter, a successor or successors to the member or members of the Board whose term or terms then expire shall be elected for a term equal to the term of the member being succeeded ending with the appropriate annual meeting. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number of members of the Board, provided that the number of the members of the Board shall not be less than three (3) and provided, further, that the terms of at least one-third (1/3) of the Board members shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board shall be filled by the voting members present at the next annual meeting, or at a special meeting of the voting members called for such purpose. Except as otherwise, provided in this Declaration, or the Act, 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 exists. 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

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both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, 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; a Treasurer, who shall keep the financial records and books of account; and such additional officers as the Board shall see fit to elect.

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

7. General Powers of the Board. In addition to the powers previously set forth herein, the Board, for the benefit of all Unit Owners, shall also be vested with the following powers for the protection and maintenance of the Property, the expense of such maintenance shall be paid out of a maintenance fund hereinafter provided for the payment of Common Expenses (as defined herein):

- (a) Water, trash and waste removal, sewage, snow removal, gas, electricity, telephone and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.
- (b) A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement cost of the Common Elements and the Units written in the name of, and with the proceeds thereof payable to, the Members of the Board, as trustees for each of the Owners in the percentage, established in Exhibit "D" as amended from time to time. Prior to obtaining such policy or policies of insurance or any renewal thereof, except for the policy or policies obtained by the Declarant during its period of control, the Board shall obtain an appraisal from a qualified appraiser for the purposes of determining the full replacement cost of the Common Elements and all Units for the amount of insurance to be effected pursuant thereto. The cost of any and all such appraisals shall be common expenses. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Owner to his Unit unless and until such owner shall request the Board in writing to do so, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such 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. All such policies of insurance: (1) shall contain standard mortgage clause endorsements in favor of the mortgagee(s) of each Unit, if any, as their respective interests may appear; (2) shall provide that the insurance, as to the interest of the Board, shall, not be invalidated by any act

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or neglect of any Owner; (3) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit; (4) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Declarant, the managing agent, their respective employees and agents, and Owners, members of their household, occupants and mortgagees; or all of those parties shall be named as additional insureds; (5) shall provide that notwithstanding any provisions thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the owner elect to sell the property or remove the property from the provisions of the Act; and (6) shall contain a "Replacement Cost Endorsement". Notwithstanding the issuance of standard mortgage clause endorsements, an losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Act; provided, however, that if the Board fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and any mortgagee(s) are required to avail themselves of their rights under the Standard Mortgage Clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee(s) shall be applied as directed by said mortgagee(s). The Board may engage the service of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00, the Board, upon written demand of the mortgagee(s) of the Unit(s) shall engage the services of an Insurance Trustee as aforesaid; the fees of such insurance trustee shall be common expenses.

- (c) Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Owners, including Declarant, from any liability in connection with the Common Elements and the street and sidewalks adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another.
- (d) Workmen's compensation insurance, as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.
- (e) A fidelity bond indemnifying the Association, the Board, and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the

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Board, or the Unit Owner shall be obtained by the Board as a Common Expense, in such amounts as the Board shall deem desirable.

- (f) The Board shall have the power to provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, engineers or architects, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property, and to delegate any such powers to a management company (if any).
- (g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration by law or which in its opinion shall be necessary or proper for the maintenance, repair, administration, management and operation of the Property as a first class residential condominium or for the enforcement of these restrictions.
- (h) Any amount necessary to discharge any mechanics 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) Landscaping, gardening, painting, cleaning, tuck-pointing, maintenance, decorating, repair and replacement of the Common Elements (excluding, however windows, storm windows, doors, if any, or the interior surfaces of the Units, all of which the Unit Owners of each Unit shall for their respective Units maintain and be solely responsible for) and such furnishing and equipment for the Common Elements and Limited Common Elements (as provided herein) as the Board shall deem necessary and proper.
- (j) Maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements or any other portion of the Buildings, and an Owner of any Unit has 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, provided that the Board shall levy a special assessment against such Owner for the cost of the maintenance or repair.
- (k) 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

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maintenance fund.

- (l) The Board's powers hereinabove enumerated shall be limited in that the Board shall not enter into any contracts having a term or length for more than one (1) year and shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of maintaining, replacing or restoring portions of the Common elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of \$10,000.0000.00, without in each case the prior approval of the voting members holding one-half of the total votes.
- (m) All agreements, contracts, deeds, leases and other similar instruments shall be signed by such officer(s) or agents (a) 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 documents shall be signed by the President or any Vice President, and countersigned by the Secretary or any Assistant Secretary.
- (n) The Board may adopt such reasonable Rules and Regulations from time to time 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 the Property. Written notice of such regulations and rules shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such regulations and rules.
- (o) The Board may engage in the services of an agent to manage the Property to the extent deemed advisable by the Board; however, any management agreement entered into by the Board, or Declarant, shall provide that the term of the agreement shall not exceed the period of one (1) year and shall be terminable by the Board for cause on thirty (30) days' prior written notice.
- (p) Declarant may, until such time as it has sold all of the Units contemplated, maintain storage and maintenance of the facilities on the Property and offices in one or more of the Buildings constructed thereon, and may conduct a rental and resale operation from such facilities and may also provide office and storage space for the management organization, if one is appointed.
- (q) Painting and minor repairs and replacement of damaged buildings, including all of the Common Elements thereof, but not including painting, decorating or minor repairs of the interior units.
- (r) Maintenance of the Common grounds, walks, roadway, landscaping and fencing of the Association.
- (s) Street lighting and maintenance of street lighting equipment.

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- (t) The designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others.
- (u) Liability of the Board of Directors and Officers of the Association. Neither the members of the Board nor the officers of the Association shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions finally adjudicated by a court to constitute gross negligence or fraud. The Unit Owners (including members of the Board and officers of the Association in their capacity as Unit Owners) shall defend, indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all claims, losses, contractual and other liabilities (including, without limitation, reasonable attorney's fees and defense costs) to others each arising out of the contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as board members or officers of the Association, unless any such contract or act shall have been finally adjudged by a court of competent jurisdiction to have been made fraudulently or with gross negligence. Every agreement made by the Board on behalf of the Unit Owners shall be deemed to provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Unit Owner's percentage interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

ARTICLE VI ASSESSMENTS - MAINTENANCE FUNDS

1. Each Unit Owner shall pay to the Board current monthly maintenance charges. Each year, on or before December 1, the Board shall estimate the total amount necessary to pay the cost of all wages, materials, insurance, services and all supplies which will be 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 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. 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 "D". On or before January 1 of the ensuing year, and on the first of each and every other month of said year, each Owner jointly and severally shall be 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 1 of each calendar year, 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 estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount

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accumulated in excess of the amount required for actual expenses and reserves shall be credited to each Owner 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 any net shortages shall be added according to each Owner's percentage of ownership in the Common Elements, to future assessments as determined by the Board.

2. Until the initial meeting of voting members, the Board shall have no obligation to maintain reserves. During this period, any deficiency between the actual operating costs and total charges collected from the Unit Owners will be paid by the Developer. Declarant shall not be required to pay any assessments for Units owned by it. Thereafter, 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, the Board may at any time levy a further assessment on all Owners (according to each Owner's percentage ownership in the Common Elements) by a statement in writing giving the amount and reasons therefore, and further assessment so designated shall become payable with the first monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount. There shall be furnished to each of the Owners monthly a statement of all amounts due from said Owner for the current month.
3. At the time the sale of each Unit is closed, the Owner shall pay to the Board the first full monthly assessment according to Purchaser's percentage of the Common Elements and an amount equal to twice the amount of the first monthly assessment, to be used and applied as a separate expense reserve.
4. The failure or delay of the Board to prepare or serve the annual or adjusted estimated budget on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever 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 books of account of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Upon ten (10) days' prior written 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 due and owing from such Owner. The records and the vouchers authorizing the payments shall be available for examination by the Owners at convenient hours of week days.
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 prepaid

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assessments) shall be deemed to be held for the benefit, use and account of all Owners in the percentages set forth in Exhibit "D" as amended.

7. If an Owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the delinquent assessment shall bear interest at the rate then applicable to judgments (or such other rate as may be fixed from time to time by the Board) and 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 foreclose the lien therefore as hereinafter provided, or to bring an action to take possession of such Unit Owner's interest in the Property, and shall have the right to maintain the same for the benefit of all other Unit Owners an action for possession in the manner prescribed in "An Act in Regard to Forcible Entry and Detainer" approved February 16, 1874, as amended; and there shall be added to the amount due the cost of said suit, and other fees and expenses, together with legal interest and reasonable attorneys' 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 or any unpaid charges or assessments and interests, 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 an action brought in the name 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 notices to said encumbrancer of unpaid common expenses, only to the lien of all 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 in a suit for foreclosure of his lien. Any encumbrancer may from time to time require/request a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

8. Amendments to this Article 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 nonuser of the Common Elements or abandonment of his Unit.

9. The lien provided for in this Article VI shall not be affected by any transfer of title to the Unit; except that where title to the Unit is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, then, to the extent permitted by law, such transfer of title shall extinguish the lien for any assessments or other charges or payments under this Article VI which become due prior to (1) the date of the transfer of title, or (2) the date on which the transferee comes into possession of the Unit, whichever occurs first. The unpaid amount of any assessments or other charges or payments with respect to which the lien is extinguished, as provided in the preceding sentence, shall be deemed to be Common Expenses collectible from all Unit Owners, including the transferee of the Unit.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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1. The Units and Common Elements shall be occupied and used as follows:
 - (a) No Unit shall be used for other than as a residence. Each Unit shall be used as a residence for a single family by the Owner and his family or by a person or single family to whom the Owner shall have sold under contract or leased his Unit subject to the provisions of this Declaration and for no other purposes. In the event two or more adjoining Units are sold and used as a residence for a single family, that part of the Common Elements separating the two or more adjoining Units may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions so 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 (except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing such Common Elements) without prior written consent of the Board or except as expressly provided herein. Each Unit Owner shall be obligated to maintain and keep in good order and repair such Unit Owner's 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 Buildings, or contents thereof, without the 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 Buildings, 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 awning, canopy, shutter, radio or television antenna or dish or other receptive transmitting device shall be affixed to or placed upon the exterior walls or roof of any part thereof without the prior written consent of the Board.
 - (f) The covering of the interior surfaces of the windows appurtenant to the Units in the Buildings, whether by draperies, shades or other items visible from the exterior of the Buildings, shall be in a light neutral color, such as buff or sand.
 - (g) No animals 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 pet causing or creating a nuisance or unreasonable disturbance(s) shall be permanently removed from the Property upon three (3) days written notice from the Board. Pets shall be on leashes when ever outside of the Unit (except they

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need not be on a leash when on a patio which is adjacent to the Unit of the pet's owner) and shall not be permitted to deposit any bodily waste on any of the Common Elements; any such waste shall be promptly removed by the owner of the pet.

- (h) No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.
- (i) No Unit Owner or Occupant shall hang, display or expose any clothing, sheets, blankets, laundry, or other articles in or on any part of the Common Elements, or which may be visible from the outside (other than draperies, curtains, shades or window treatments, subject to the rules and regulations of the Board). The Common Elements shall be kept free and clear of rubbish, debris and other unsightly items and materials
- (j) There shall be no parking or storage of baby carriages, playpens, bicycles, wagons, toys, vehicles, or any other items on any part of the Common Elements, except where permitted by the Board. There shall be no playing, gatherings, lounging, parties, or congregations of any time in any portions of the Common Elements except in such areas as designated by the Board, or as set forth in the Rules and Regulations as adopted and/or amended by the Board
- (k) No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designated for profit, altruism, exploitation or otherwise, shall be conducted, maintained, or permitted in any Unit, except as permitted by approval of the Board.
- (l) The Unit restrictions in this Article VII shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his or her personal professional library therein; (ii) keeping his or her personal business or professional records or accounts therein; (iii) handling his or her personal business or professional telephone calls or correspondence therefrom; (iv) maintaining a computer or other office equipment within the Unit; or (v) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal resident use and not a violation of Article VII (1)(a) herein. Notwithstanding the foregoing, no Unit Owner shall suffer or permit the regular or consistent entry of customers or clients.
- (n) After completion of construction of the Buildings, nothing shall be altered or constructed in or removed from the Common Elements except by the written consent of the Board.
- (o) There shall be no cooking of foods, barbequing or picnicking in any portion of the

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Common Elements, excepts as provided by the Board, or provided in the rules and regulations as amended from time to time.

(p) INTENTIONALLY DELETED.

ARTICLE VIII SALE, LEASING OR OTHER ALIENATION

1. Any Owner shall have a right to sell or lease his Unit Ownership without prior written consent of the Board. If a lease is made by an Owner, a copy of the executed lease shall be delivered to the Board. The lease shall provide that the Lessee is bound by the terms of this Declaration. The Owner shall not be relieved of any of his obligations by making such Lease.
2. The Provision of the Act, this Declaration and any amendments thereto and rules and regulations that relate to the use of an individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated into any lease executed in connection with a Unit. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed herein or as may be adopted by the Association. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by a tenant of any covenants, rules, regulations or Bylaws, without excluding or waiving any other rights or remedies available. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this sentence or of any other provision of this Declaration or any amendments thereto concerning Unit leasing, without excluding or waiving any other rights or remedies available.
3. Limits on Lease Terms. No Unit shall be leased by a Unit Owner for a hotel or transient purposes and no portion of a Unit which is less than an entire Unit shall be leased, without the prior written consent of the Board. The lessee under every lease shall be bound by and subject to all of the obligations, under the Declaration and any amendments thereto, and By-Laws, of the Unit Owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of such obligations. Each and every lease of a Unit shall be in writing and the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board within five (5) business days after the lease is executed and prior to occupancy.

ARTICLE IX DAMAGE OR DESTRUCTION AND RESTORATION – CONDEMNATION - SALE OF PROPERTY

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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 therefore; 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 Section 4 hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Condominium Property Act as herein 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, 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. In the event such repair, restoration or reconstruction is undertaken, it shall be accomplished in a substantial and workmanlike manner with materials comparable to those used in the original structure. In the event of the substantial destruction of the Buildings, the architectural design of the exterior and the material shall be the same or substantially similar to the original structure.
2. Insufficient Insurance. In the event the Property or the improvements 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 provision for reconstruction of the improvements within one hundred eighty (180) days after said damage or destruction, then the provisions of the Condominium Property Act in such event shall apply.
3. Definition. 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.
4. Sale of the Property. The Owners, by affirmative vote of at least seventy-five percent (75) of the total vote, 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 Section 1 of Article XI 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, and the two so selected, shall select a third, and the fair market

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value, as determined by a majority of the three selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

5. Condemnation. In the case of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the Association' being taken or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or award shall be, in the discretion of the Board, either: (i) applied to pay the Common Expenses; or (ii) distributed to the remaining Unit Owners and their respective mortgagee(s), as their interests may appear, based on their current Undivided Interests. In the event that part of or all of a Unit is taken or condemned, as a result thereof a part or all of one or more Units is removed from the provisions of the Declaration and the Act, then the Court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Units in a just and equitable manner and as provided under the Act, and if the Court fails to make such adjustment, such adjustment may be made by agreement of all of the Unit Owners and all Mortgagees.

ARTICLE X

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REMEDIES

1. Violations. Upon the occurrence of any one or more of the following events of default, the Board shall have the rights and remedies set forth in Paragraph 2 below:
 - (a) Failure by a Unit Owner to pay when due any sums to be paid by such Unit Owner under the provisions of the Declaration or any amendments thereto for thirty (30) days after written notice of such non-payment shall have been given to such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure such failure if such Unit Owner has been given three (3) or more notices pursuant to this Paragraph (1)(a) during the twelve (12) month period immediately preceding the first day of such failure.
 - (b) Violation or breach by a Unit Owner or an Occupant of any provision, covenant or restriction of the Act, this Declaration or any amendments thereto, the By-laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to correct such violation or breach if such Unit Owner has been given three (3) or more notices pursuant to this Article X(1)(b) during the twelve (12) month period immediately preceding the first day of such violation or breach.

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2. Remedies. Upon the occurrence of any one or more of the events described in Paragraph 1 above, the Board shall have the following rights and remedies:

- (a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth herein, of a notice to quit and deliver up possession, which right may be enforced by an action for possession under Article IX of the Code of Civil Procedure.
- (b) For a violation or breach described in Paragraph 1(b), the Board shall have the right to (1) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the sole expense of the defaulting Unit Owner, any such violation or breach or the cause of any such violation or breach, and the Board, its agents and/or assigns shall not thereby be deemed guilty in any manner of trespass, or (2) to enjoin, abate or remedy by a proceeding at law or in equity the continuance of any such violation or breach; provided, however that no summary abatement shall be undertaken in connection with any alteration or demolition of improvements until judicial proceedings are instituted.
- (c) Upon the occurrence of one of the events described in Paragraph 1(a), including without limitation, failure by a Unit Owner to pay such Unit Owner's percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in such Unit Owner's Unit Ownership in the amount of any sums due from such Unit Owner, with interest to accrue at the statutory rate, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien provided for in this Paragraph 2(c) shall not be affected by transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Paragraph 2(c) for any sums which became due prior to (i) the date of transfer of title or (ii) the date on which the transferee comes into possession of the Unit Ownership, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for such transferee's share of any sums with respect to which a lien against such Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership, as provided in this Paragraph 2(c).
- (d) The Board shall have the power to issue the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of such defaulting Unit Owner to continue as Unit Owner and to continue to occupy, use or control such Unit Owner's Unit Ownership and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting

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Unit Owner's right to possession of the Unit, and giving the Association legal possession of the Unit.

- (e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or Occupant as permitted by law including, without limitation, an action (1) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration or any amendments thereto, the By-Laws, any contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of the Declaration or any amendments thereto, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.
- (f) All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorney's fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%) per annum (or the then statutory rate), shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of such Unit Owner's respective share of the Common Expenses, and the Board shall have a lien for all such amounts upon the Unit Ownership (including all additions and improvements to such Unit Ownership) of such defaulting Unit Owner.
3. Enforcement by Unit Owners. Any aggrieved Unit Owner may enforce the provisions of this Declaration or any amendment thereto, the By-Laws, or any rules and regulations promulgated by the Board by an action at law or in equity against the defaulting Association or against the defaulting Unit Owner or Occupant upon a violation or breach described in Paragraph 1(b) above against any person or persons either to restrain such violation or breach or to recover damages.

ARTICLE XI GENERAL PROVISIONS

1. 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.
2. Each Owner hereby waives and releases any and all claims which he may have against

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any other Owner, Occupant the Board, their respective officers, directors, and the Declarant, the managing agent, and all of their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or the Common Elements, caused by fire or other casualty to the extent such damage is covered by fire or other form of casualty insurance.

3. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board (at the address of the Property) or any Owner (at his Unit address), as the case may be. The Board may designate a different address for notices to them, by giving written notice of such change of address to all Owners. Any Owner may also designate an address for notices to him by giving written notice of his change of address to the Board. Notices shall be deemed delivered when mailed by the United States Registered or Certified Mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof, or if any such notice is 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, heir or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or her address as it appears in the records of the court where the estate of such deceased Owner is being administered.

5. Each grantee of the Declarant, by the acceptance of a deed of conveyance, or each Purchaser under a Condominium Purchase Agreement or Articles 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, shall bind any person having any interest or estate in the Property, at any time, and shall inure to the benefit of such Owner in a like manner as though the provisions of the 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, and this paragraph seven of Article XI of this Declaration, may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed and acknowledged by the Board, all the Owners, and all mortgagees having bona fide liens of record against any Unit Ownership. Other provisions of this Declaration maybe changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, approved by the Owners having at least three-fourths of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change,

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modification or rescission shall be effective upon recordation of such instrument in the Offices of the Recorder of Deeds, and the Registrar of Titles, of the County in which the real estate covered by this Condominium Declaration is located; provided, however, that no provision 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 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 Mayor of Chicago and 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 residential condominium development.

11. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary(ies), then the Unit Ownership under such trust and the beneficiary(ies) thereupon from time to time shall be responsible for payment of all obligations, lien or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Ownership of the Unit. No claim shall be made against such title holding trustee personally for the payment of any lien or liens or obligation or obligations hereunder created and the trustees 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 to such Unit Ownership.

12. It is understood that the real estate taxes are to be separately taxed to each Owner for his Unit and his average percentage of Ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Owner, but at the entire Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective average percentage of ownership interest in the Common Elements.

13. Each Owner shall pay for his own telephone, electricity and any and all other utilities which are separately billed by the respective utility companies. Utilities which are not separately billed or metered shall be treated as part of the common expenses which may be collected by the Board as provided in Article VI hereof.

14. In the Event or any dispute or disagreement between any Owners relating to the Property or any question of interpretation or application of the provisions of this Declaration, the

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determination by the Board shall be binding and final as to each of said Owners.

15. Whenever this Declaration refers to the words "file of record" or "to be filed of record", it shall also mean Register as to that part of the Property which is registered under the provisions of "An Act Concerning Land Titles" approved May 1, 1897, as amended, (Ill. Rev. Stat.) Chap. 30, pars 45 et seq.).

16. This Declaration is executed by the BANK OF RAVENSWOOD as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and BANK OF RAVENSWOOD hereby warrants that it possesses full power and authority to execute this instrument), it is expressly understood and agreed by every person, firm or corporation claiming any interest in this Declaration, that the BANK OF RAVENSWOOD, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purposes of subjecting title holding interest and the trust estate under said Trust No. 2194, to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature and form herein set forth by the BANK OF RAVENSWOOD, as Trustee as aforesaid, to be kept and performed, are intended to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries of said Trust or their successors, and not by the BANK OF RAVENSWOOD personally; and further, no duty shall rest upon the BANK OF RAVENSWOOD, either personally or as such Trustee, to sequester trust assets, rents, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to the direction as provided by the terms of said Trust No. 2194, and after the Trustee has been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

17. All rights which are hereby reserved to the Declarant, and all rights which are specified in the Declaration to be rights of the Developer, are mortgageable, pledgeable, assignable or transferrable. Upon any exercise of rights by the holder of said mortgage, pledge, assignment, or transfer by reason of a default thereunder, any one or more of such holders, its nominee or designee, any party appointed pursuant to such mortgage, pledge, assignment or transfer and any successor of or assignment by foreclosure or otherwise shall from time to time hold or be entitled to exercise the rights of Declarant and Developer hereunder as fully as if named as such party herein. No party exercising rights as Developer or Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently exercise such rights.

(original signature pages and exhibits intentionally omitted – document was recreated with the purpose of creating an all-encompassing amended and restated Declaration, and any and all such exhibits and required signatures shall be included at the time of recording).

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IN WITNESS WHEREOF, the Board of Managers, having obtained three-fourths of the total vote of Unit Owners on October 3, 2011, hereby adopts and incorporates said changes, modifications, additions, and rescissions to the Declaration parties hereto have executed this as of the date first above written.

BOARD OF MANAGERS OF THE OGDEN PARK PLACE OWNER'S ASSOCIATION, INC.

By: *Myra J. Brown*
 Name: Myra J. Brown
 Title: President

By: *Maureen Hale*
 Name: Maureen Hale
 Title: Secretary

By: *Robert Stone*
 Name: Robert Stone
 Title: Treasurer

By: *Ronald Adilman*
 Name: Ronald Adilman
 Title: Vice President

By: *Chris Roelle*
 Name: Chris Roelle
 Title: Vice President

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AFFIDAVIT OF OFFICER OF THE BOARD OF MANAGERS OF THE OGDEN PARK PLACE OWNER'S ASSOCIATION

The undersigned, being an officer of the Board of Managers of the Ogden Park Place Owner's Association (the "Association"), upon oath, hereby attests that within ten (10) days from the date herein, the Association caused a copy of that certain First Amended and Restated Declaration of Condominium ("Amendment") dated _____, 2012 to be delivered via certified mail, return receipt requested, to all mortgagees having bona fide liens of record against any Unit Ownership (as defined in the Declaration) in accordance with Article XI(7) of the Amendment.

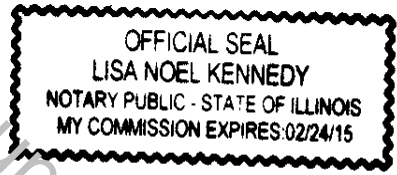
FURTHER AFFIANT SAYETH NAUGHT.

Dated: 1/10/13

By: *Myra J Brown*
Name: Myra J Brown
Title: President

Sworn and Subscribed to me this 10th day of January, 2012.

Lisa Noel Kennedy
Notary Public



My Commission Expires: 2/24/15

Property of Cook County Clerk's Office