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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
7003-7027 NORTH TRIPP AVENUE HOMEOWNERS ASSOCIATION

This Declaration is made and entered into this 5th
day of December, 1985 by Cosmopolitan National Bank of
Chicago, not personally but solely as trustee under that
certain trust agreement dated May 18, 1960 and known as
Trust No. 9837 (hereinafter referred to as "Trustee"),

W I T N E S S E T H:

WHEREAS, the Trustee is the owner of certain real
estate (the "Property") legally described on Exhibit A
attached hereto and made part hereof and commonly known as
7003-7027 North Tripp Avenue, Lincolnwood, Cook County,
Illinois; and

WHEREAS, the Property is improved with four (4)
multiple dwelling buildings containing, in the aggregate,
twelve (12) residential units, Common Areas, as hereinafter
defined, and a car port containing twenty (20) parking
spaces (the "Parking Area"); and

WHEREAS, the Trustee desires to establish for its
own benefit and for the benefit of all future owners, ten-
ants and occupants of the Property, or any part thereof,
certain easements or rights in, over, under, upon and along
the Property and certain mutually beneficial restrictions,

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obligations and privileges with respect to the use, conduct and maintenance thereof; and

WHEREAS, the Trustee has deemed it desirable for the efficient preservation of the values and amenities of the Property, including all improvements located thereon, to create an entity to which should be delegated and assigned the powers of maintaining and administering the Property, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Trustee has caused or intends to cause a not-for-profit corporation to be incorporated under the laws of the State of Illinois for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Trustee hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and to the rights, covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

1.01 Definitions. The following terms when used in this Declaration shall have the following meaning, unless the context otherwise requires:

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A. Association. The 7003-7027 North Tripp Homeowners' Association an Illinois not-for-profit corporation, its successors and assigns which has or will be incorporated for the purpose of performing the functions described in this Declaration.

B. Board. The Board of Directors of the Association, as constituted at any time or from time to time.

C. Building. One of the four buildings situated on the Property each of which contains three Units.

D. Common Areas. Those portions of the Property other than Units which are designated by the Trustee as "Common Areas" on Exhibit B attached hereto and made a part hereof, including but not limited to, the Parking Areas, the foundations and exterior walls of all Buildings.

E. Developer. The beneficiary of the Trustee or such other person or entity designated by such beneficiary, from time to time, who shall be authorized to display and enter into contracts selling any of the Units and maintain the Common Areas, as more fully provided for herein.

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F. Development. All the land, buildings and space comprising the real estate described on Exhibit A hereto.

G. Director. Any member, from time to time, of the Board.

H. Member. Any person who, from time to time, is a member of the Association.

I. Occupant. Any tenant or other person in possession of or occupying a Unit, other than an Owner, who is using such Unit as living quarters.

J. Owner. The record owner, whether one or more persons or legal entities, of fee simple title to any Unit.

K. Parking Area. The car part within the Common Areas containing the parking spaces designated on Exhibit B attached hereto.

L. Unit. A residential living unit designed for occupancy by one family and contained in a Building.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

2.01 Burden Upon the Land. The Trustee hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall

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inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, assignees, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of any portion of the Property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration, by-laws and rules and regulations of the Association, whether or not they are referred to or set forth in any deed or other transfer of title or interest.

2.02 Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Unit as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE III

PROPERTY RIGHTS IN COMMON AREAS

3.01 Ownership of Common Areas. The Trustee may retain title to the Common Areas and shall retain all rights and obligations in connection with the maintenance and repair thereof as more fully provided for herein until such time as, in the opinion of the beneficiary of Trustee, the Association is able to maintain the Common Areas; provided, however, the Trustee covenants to convey legal title to the

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Common Areas to the Association free and clear of all liens or encumbrances except for real estate taxes not due and payable at the time of such conveyance not later than the earlier of (i) sixty (60) days after the date on which all the Units located on the Property have been sold and fee simple title thereto conveyed by the Trustee; or (ii) three (3) years after the date this Declaration is recorded. The beneficiary of Trustee may assign to the Association the beneficial interest in a land trust which holds fee simple title to the Common Areas in lieu of the conveyance of fee title to the Common Areas as aforesaid.

3.02 Property Rights in Common. Each Owner and Occupant shall have the right to use and enjoy the Common Areas in common with the Trustee and the Association and all other Owners and Occupants of the Development. The rights herein granted shall extend to Owners and Occupants, members of their immediate family, guests and other invitees. The use of the Common Areas shall be subject to and governed by the provisions of this Declaration, the Association's Articles of Incorporation, By-laws and the rules and regulations promulgated from time to time by the Association.

3.03 Easements. The Trustee, every Owner, Occupant and members of their immediate families, guests, and invitees, and each and every mortgagee of the Property or

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portions thereof shall have the following rights and perpetual easements of use and enjoyment in and to portions of the Common Areas, which shall be appurtenant to and shall pass with title to every Unit even though the said rights and easements shall not be specifically referred to or included in the deed of conveyance or mortgage:

A. Pedestrian Ingress and Egress. An easement for pedestrian ingress and egress to and from public roads, over and along the Common Areas and the Parking Area.

B. Vehicular Ingress and Egress. An easement in favor of those Owner assigned a parking space by the Board as more fully provided for in Section 7.01(E) herein for vehicular ingress and egress to and from public alleys or roads over, across and upon the Parking Area.

C. Easement for Open Areas. An easement for ingress and egress to and from and for the use of those portions of the Common Areas where there is an open space.

D. Utilities. The Trustee or the Association may grant easements at any time or from time to time for storm sewer, water, electric, gas, telephone, cable television or other utility purposes (hereinafter collectively referred to as "Utility Services") over,

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Under, along and on any portion of the Common Areas for the purpose of providing the Development, or any part thereof, or property adjoining the Development with Utility Services, or for the purposes of permitting property adjoining the Development to use such Utility Services or other utility pipes, lines or conduits situated on the Development, in connection with utilities serving such adjoining property and, in connection with any such easements, the right to service, repair and maintain the utility facilities by the appropriate utility may be granted.

E. Easement for Unintentional Encroachment.

Notwithstanding any other provisions contained herein, in the event that any Unit or Building or any improvements to any Unit or Building or any facilities servicing primarily one or more Units encroaches upon any of the Common Areas, then a perpetual easement appurtenant to such Unit or Building shall exist for the continuance of such encroachment on the Common Areas.

F. Incorporation of Prior Easements. The

easements, covenants and restrictions set forth in that certain Declaration of Easements dated May 18, 1960 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on November 29, 1960 as document number

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18027368, are hereby incorporated herein and made a part hereof.

G. Scope of Easements. The rights and easements created hereby shall be subject to the following:

1. The right of the Developer after the Common Areas are conveyed to the Association to reasonably use the Common Areas, without charge, in connection with the maintenance, repair, advertisement, promotion, sale and rental of Units;

2. The right of the Developer and the Association, in accordance with its Articles of Incorporation and By-Laws, to improve the Common Areas; the right of the Association to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas;

3. The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid;

4. The right of the Association to make reasonable rules and regulations governing the use of the Common Areas;

5. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility,

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for such purposes and subject to such conditions as may be agreed to by the Association in accordance with its Articles of Incorporation and By-Laws, but in no event without the written approval of Members who have not less than three-fourths (3/4) of the votes in the Association agreeing to such dedication or transfer.

3.04 Signs and Billboards. The Developer and/or the Association is hereby given the right to post sign or billboards upon the Common Areas advertising the availability of Units for sale; provided, however, all such rights shall be terminated upon the consummation of the sale of the last Unit by the Trustee or the Developer.

3.05 Reserved Rights. Notwithstanding any provisions herein to the contrary, the easements created under this Article III shall be subject to the right of the Trustee prior to the conveyance of fee title to the Common Areas to the Association as more fully provided for herein to execute all documents and do all other acts and things affecting the Property which, in the opinion of the Trustee or its beneficiary, are necessary or desirable in connection with the development of the property and the future enjoyment and use of the Property by future owners and occupants; provided, however, any such document, act or thing shall not

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be inconsistent with the property rights of any Owner or the Association.

ARTICLE IV

THE ASSOCIATION

4.01 Membership. The Developer and every Owner shall be a Member of the Association.

4.02 Voting Rights. The Association shall have two (2) classes of voting membership. All Members, except Developer, shall be Class A Members and entitled to one (1) vote for each Unit in which they hold a fee or undivided fee interest, provided, however, when more than one person holds such interest in any Unit, all such persons shall be Members and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast on behalf of any Unit.

The Developer shall be the Class B Member and shall be entitled to three (3) votes for each Unit owned by itself individually or beneficially if such Unit is owned by the Trustee; provided, however, the Developer shall be entitled to only one (1) vote per Unit owned by the Developer individually or beneficially, as aforesaid, upon the happening of the earliest to occur of the following:

(a) When seventy-five percent (75%) of the Units have been sold and conveyed by Developer or the Trustee; or

(b) Three (3) years after the date the first Unit is conveyed by Developer or the Trustee; or

(c) Upon written notice of election by the Developer or the Trustee sent to the Association as of the date specified in said notice.

4.03 Annual Meeting of Members. There shall be an annual meeting of Members of the Association held on the Development, or at such other reasonable place as the Board may decide upon written notice given to each Member by the Board not less than five (5) nor more than forty (40) days before the date of each such meeting. The Developer would set the date of the first annual meeting of the members, which date shall be no later than sixty (60) days after the Trustee has conveyed title to the Common Areas to the Association. The Board of Directors shall fix the date of all subsequent annual meetings. Any action taken at such annual meetings shall be binding on the Association and all Owners and Occupants, except as otherwise provided herein, if greater than fifty percent (50%) of all Members are present and a majority of those Members present shall have affirmatively voted in favor of such action.

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4.04 Special Meeting of Members. Special meetings of Members of the Association may be called at any time. Said meetings shall be called by the President of the Association, as more fully provided for in Section 4.07 herein, or by a majority of the Directors upon written notice given not less than five (5) nor more than forty (40) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Any action taken at such special meeting shall not be deemed binding on the Association, the Trustee, the Owners, or the Members unless sixty percent (60%) of the Members are present at such meeting and a majority of those Members present shall have affirmatively voted in favor of such action.

4.05 Board of Directors. The Board shall be elected by the Members in accordance with the Articles of Incorporation and By-Laws of the Association. The Board shall direct and administer the Common Areas in accordance with the terms and provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association.

A. Directors and Terms. The Board shall consist of five (5) Directors, each of which must be Members of the Association. The initial Board shall be elected at the first annual meeting of the Members and

of the Members elected, two (2) Directors shall be elected for terms expiring on the second annual meeting of the Members following such election and three (3) Directors shall be elected for a term expiring on the first annual meeting of Members following the date of such election. Thereafter, each Director shall be elected for a term of one (1) year. Directors shall be permitted to succeed themselves in office.

B. Duties of Board Prior to First Election.

Notwithstanding anything to the contrary herein contained, the duties and powers of the Board as more fully provided for herein shall be exercised and performed by the Developer or by those appointed by the Developer until the first meeting of the Board first annual meeting of the Members.

4.06 Board Meetings. The presence of a majority of the Directors shall constitute a quorum at any meeting of the Board. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Board at which a quorum is present upon the affirmative vote of the Directors having a majority of the total votes present at such meeting. Any Director in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. Meetings of the Board may be conducted in accordance with

such regulations as the Board may adopt. Regular meetings of the Board shall be held upon not less than seventy-two (72) hours written notice to the Directors by mail, telegram or personal service. The Board shall meet not fewer than four (4) times annually, and all meetings of the Board shall be open to all Owners who desire to attend. The first meeting of the Board shall be held no more than ten (10) days after the first annual meeting of the members, as more fully provided for in Section 4.03 herein. After the first Board meeting the Board shall not adopt or approve a proposed annual budget or special assessment at any meeting, unless such adoption or approval shall be in accordance with the terms and provisions of Article VI herein.

A. Annual Meeting of the Board. An annual meeting of the Board shall be held immediately following the annual meeting of Members of the Association and at the same place. At such annual meeting the Board shall elect the officers of the Association and may conduct such other business as may properly be submitted to the Board.

B. Special Meetings. Special meetings of the Board may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Board, upon notice of not less than three (3) days prior to the

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date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered therein.

C. Compensation. Directors shall receive no compensation for their services.

D. Resignation. A Director may resign upon thirty (30) days prior written notice to the Board, in which event, the Board shall appoint a successor Director who shall serve as a member of the Board until the term of the resigning Director shall have expired.

4.07 Officers. The Board shall elect from among its members a President who shall preside over all of its meetings and meetings of the Members, a Secretary who shall keep the minutes of all meetings of the Board and of the Members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer who shall keep the financial records and books of account. The President, Secretary and Treasurer shall serve for a term not to exceed one (1) year; provided, however, any such officer may, if appointed by the Board, succeed himself in office. The Board may by resolution create additional offices and elect appointees thereto; create committees and make appointments thereto; and fill any mid-term vacancy in any such office pending the next annual meeting of the Board.

The President or any other authorized officer of the Association shall be authorized to receive notices on behalf of the Association and shall have the power to execute all instruments, including amendments of this Declaration, on behalf of the Association, and to execute and cause to be transmitted all notices to Members.

4.05 Indemnity of the Developer, Directors and Officers. The Developer and the Directors and any officers of the Board or the Association shall not be liable to the Owners for any mistake of judgment or acts or omissions made in good faith by the Developer or such Directors or officers. The Owners shall indemnify, defend and hold the Developer and all such Directors and officers harmless from and against any and all claims, causes of actions, suits or judgments, including reasonable attorneys' fees, arising in connection with the acts or omissions of the Developer pursuant to the rights and obligation imposed upon Developer as more fully set forth herein or the acts or omissions by any Director or officer in connection with their duties as Directors or officers, unless such act or omission is made in bad faith or contrary to the provisions of this Declaration. The Developer, any Director or any officer shall have no personal liability with respect to any contract made by them on behalf of the Owners or the Association. The liability of each Owner arising out of any contract made by the

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Developer or any Director or officer out of the aforesaid indemnity shall be equal to a fractional share of such liability, the numerator of which shall be the number of Units owned by such Owner, the denominator of which shall be twelve (12). Each agreement made by the Developer or any Director or officer or by the managing agent, as hereinafter provided for, on behalf of the Owners, the Board or the Association shall be executed by the Developer, Director or officer, or the managing agent, as the case may be, as agents for the Owners, the Board or the Association.

4.09 Governing Law. The Association, the Directors, officers, and Members shall be governed by the Illinois General Not-For-Profit Corporation Act.

ARTICLE V

POWERS AND DUTIES OF THE ASSOCIATION

5.01 Maintenance and Repair. The Association shall be responsible for the maintenance, insurance, upkeep, repair, materials, supplies, labor, furniture, structural alterations, services, cleaning, decorating, replacement and organization of the Common Areas, including, without limitation, paths, walkways, driveways, storm and sanitary sewers, the Parking Area and any recreational facilities. The Association shall be responsible for the maintenance and replacement of all landscaping and lawns in the entire

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Development and shall arrange for and provide all landscaping and gardening services in connection therewith and snow removal throughout the entire Development. The Association shall additionally be responsible for the payment of water charges not separately metered and billed to each Owner or Occupant for water usage from outside faucets of each Building. The Association shall have the right of ingress and egress over and upon the Development for any and all purposes connected with the use, maintenance, construction, operation and repair of the Common Areas and the Development in connection with the service required to be performed by the Association. The Association may, if the Board so determines, be responsible for the employment of janitorial services to service the Common Areas throughout the Development including, but not limited to all Common Areas and common hallways, if any, located in any Building on the Development.

5.02 Acquisition of Insurance Coverage. The Association shall have the authority to and shall obtain a blanket policy or policies of insurance for the entire Development (but not the interior of any unit or the personal property of any Owner) against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost thereof. The insurance shall be for the full

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insurable value (based upon current replacement cost) of the Development and the insurance premiums shall be borne by the Owners pursuant to periodic assessments as hereinafter provided for. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by an act or neglect of any Owner.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days' prior written notice and at least ten (10) days' prior written notice of termination or modification for any other reason to the Association and the holder of any first mortgage of record against the Property, or any part therein, who specifically request such notice. The insurance policies shall contain waivers of subrogation with respect to the Board, its employees and agents, Owners, members of their household and mortgagees and, if available, shall contain a replacement clause endorsement. Except as hereinabove provided, each Owner shall be responsible for obtaining fire and casualty and other types of insurance as such Owner shall deem necessary on his own Unit and the contents of his own

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Unit, and his additions and improvements thereto, as well as his personal liability.

A. Reconstruction of the Property. The insurance proceeds shall be applied by the Board on behalf of the Association for the repair, reconstruction or restoration of any Building, Unit or portions of the Common Areas destroyed or damaged by any casualty. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a reconstruction assessment against all Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds.

B. Board Acceptance of Insurance Proceeds. Payment by an insurance company to the Board of any insurance proceeds coupled with the receipt and release from the Board of the company's liability under said policy shall constitute a full discharge of said insurance carrier and said carrier shall not be under any obligation to inquire into the terms of any trust under which the proceeds may be held pursuant hereto.

C. Other Insurance. The Board, and the Developer for the Board, until formation of the Association as set forth hereinabove in Article IV, shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and

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property damage, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and such other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Trustee, the Developer, the managing agent, if any, and their respective employees, beneficiaries and agents, if any, from liability in connection with the ownership, use, or maintenance of the Property. Said insurance shall also contain at least ten (10) days notice of termination or modification clause. The Board shall also obtain insurance insuring the Developer and the officers of the Association and members of the Board from liability for good faith actions or omissions in such limits as the Board deems advisable. The Board shall also obtain, when needed, workers' compensation and employer's liability insurance for work on the Common Areas of the Development. The cost of the premiums for all such insurance policies shall be borne by the Owners pursuant to the payment of periodic assessments as hereinafter set forth.

D. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board in order to ascertain whether the coverage contained in the policies is sufficient to make any

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necessary repairs or replacement of the property which may have been damaged or destroyed.

5.03 Real Estate Taxes. The Board may file a tax division petition with the Cook County Assessors Office, which petition will provide that the real estate taxes upon the Common Areas shall be the responsibility and obligation of the Association. Until such petition is filed, the Board is hereby given the authority to allocate to each Member, his proportional share of the real estate taxes assessed against the Common Areas, notwithstanding the fact that such taxes may be reflected in any Unit Owner's real estate tax bill.

5.04 Additional Powers. Without limiting the general powers which may be provided by this Declaration and the Association's Articles of Incorporation or By-Laws or the rules and regulations promulgated by the Board, the Board shall have the following general powers and duties:

(a) To engage the services of a manager or managing agent who shall manage and operate the Common Areas for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve.

(b) To formulate policies for the administration, management and operation of the Common Areas, and to provide for the implementation thereof;

(c) To adopt administrative rules, regulations, or additional by-law provisions governing the administration, management, operation and use of the Common Areas, and to amend such rules, regulations or by-law provisions from time to time;

(d) To approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(e) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Areas and those other portions of the Development which are the responsibility of the Association, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of the manager or managing agent);

(f) To seek relief from or in connection with the assessment or levy of real estate taxes, special assessments and other levies or assessments on behalf of and at the expense of all of the Owners;

(g) To borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage the Common Areas;

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(h) To establish and maintain demand deposit accounts or savings accounts at federally insured banks or savings and loan associations.

(i) To retain legal counsel, accountants and other professionals as may be required for general purposes relating to the Development and for consultation and representation as to real estate tax matters.

(g) To exercise all other powers and duties to implement the foregoing.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

6.01 Creation of the Lien and Personal Obligation for Assessments. Every Owner by acceptance of a deed to a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Association, whether such acceptance shall occur before or after the conveyance of the Common Areas to the Association:

(a) periodic assessments or charges, which shall be monthly unless otherwise determined by the Board;

(b) special assessments for maintenance, repair, removal of liens and capital improvements; and

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(c) an advance assessment equal to three (3) months' periodic assessments; provided; however, such advance assessment shall be due and payable only when any Unit is conveyed by the Trustee or the Developer pursuant to a bona fide sale of such Unit.

6.02 Budget. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies, relating to the maintenance of the Common Areas and applicable expenses for the Units, as set forth herein, which will be required during the ensuing calendar year (beginning January 1) for the rendering of all such services, together with a reasonable amount necessary for a reserve for emergencies and replacements, as more specifically provided in Section 6.04 below. The Board shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Prior to the election of the first Board, the budget shall be prepared by the Developer, in his sole and absolute discretion, and shall be based on the Developer's best estimate of the total amount of funds required for the maintenance and repair of the Development.

6.03 Periodic Assessments. The amount so estimated by the Board or the Developer pursuant to Section 6.02

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shall be assessed proportionately according to the number of Units owned by each Owner (but in all events, the assessments levied in connection with each Unit shall be equivalent), and shall be due and payable in equal installments upon such dates as shall be established by the Board, or the Developer prior to the election of the Board, from time to time.

On or before the date of the annual meeting of Members, the Board shall supply all Owners with an itemized accounting of the maintenance and other applicable expenses actually incurred and paid for in the preceding calendar year for the Common Areas and for all the Units, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under actual expenditures plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Owner by applying any such excess to expenses and/or reserves for the subsequent year.

If the amount of periodic assessments estimated by the Board or the Developer as hereinabove set forth is inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplement budget or budgets and shall

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determine the amount of a supplement assessment. The Board shall serve notice of such supplemental assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such supplemental assessment shall become due at such time as the Board may determine. All Owners shall be obligated to pay the supplemental assessment.

6.04 Special Assessments for Capital Improvements.

In addition to the periodic assessments authorized above, the Association may levy, in any year, special assessments for the purpose of defraying in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose at which at least sixty percent (60%) of all Members are present. Any such assessment shall be levied equally against such affected Owner deemed to be responsible for said assessment and may be paid in installments and over succeeding calendar years.

6.05 Reserves. The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary

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expenditure not anticipated or included in the amounts collected pursuant to the periodic assessments shall be first charged against such reserves in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget, or the next regular periodic assessment shall provide for the reestablishment of such reserves as the Board shall deem reasonable appropriate.

6.06 Waiver. The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other documents on the Owners shall not constitute a waiver or release in any manner of such Owners' obligations to pay their periodic, supplemental or special assessments as herein provided, whenever the same shall be determined and in the absence of any annual estimate, the Owner shall continue to pay the then existing periodic assessment until notified otherwise.

6.07 Books and Records. The Board shall keep full and correct books of account in chronological order of its receipts and expenditures. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by such Owner.

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Upon ten (10) days' notice to the Board and the payment of a reasonable fee, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.08 Continuation of Lien. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Unit. Except as otherwise provided elsewhere herein, an Owner on the first day of the month shall personally be liable for the periodic assessment payable in such month; and the Owner as of the date of any levy of a special assessment shall be personally liable for such assessment except with respect to special assessments due in installments, in which case, such Owner shall be personally liable for those installments due and payable.

6.09 Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The Lien; Remedies of Association. If any assessment is not paid when due, then such assessment shall be deemed delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, thereupon become a continuing lien on the Unit with respect to which the assessment was levied and, in addition thereto, shall be the personal obligation of the Owner of such Unit at the time when the assessment

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became due and payable. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at a rate of interest equal to the lesser of (i) eighteen percent (18%) per annum; or (ii) the highest rate of interest allowable under law. The Association may bring an action for the amount of such assessment against the Owner personally obligated to pay the same, and/or bring an action to foreclose the lien against the Unit with respect to which such assessment was levied, and there shall be added to the amount of such assessment interest as heretofore set forth, and all fees, costs and expenses of such legal action including, but not limited to reasonable attorneys' fees.

6.10 Subordination of the Lien to Mortgage. The Association's lien for unpaid assessments shall be subordinate to the lien of any mortgage or trust deed securing notes owned or held by any bank, insurance company, savings and loan association or any other person providing bona fide purchase money financing to the Owner, except for the lien of all such assessments and other charges on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either (i) becomes a mortgagee in possession; (ii) accepts a conveyance of title or other interest in the Unit in lieu of foreclosure; (iii) acquires title to the Unit through foreclosure or other means; or (iv) has a

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receiver appointed; provided, however, such encumbrances shall not be liable for an amount no greater than six (6) months of the periodic assessment paid by such Owner. Anything herein contained to the contrary notwithstanding, any encumbrancer may, from time to time, request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amount paid at the same rank as the lien of his encumbrance.

ARTICLE VII

COVENANTS AND RESTRICTIONS
AS TO USE AND OCCUPANCY

7.01 Use of Areas and Common Areas. Subject to the provisions of Article III hereof, the Development Buildings, Units and Common Areas shall be occupied and used as follows:

A. Residential Purposes. The Development, Buildings, Units and Common Areas shall be used for residential and related purposes only. Each Unit or any two or more adjoining Units used together shall be used

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as a residence for a single family or for such other uses permitted by this Declaration and for no other purpose.

(i) The restrictions in subparagraph A of this Paragraph 7.01 shall not, however, be construed in such manner as to prohibit an Owner or an Occupant from (i) operating a Unit as a rental apartment for residential uses; (ii) maintaining in a Unit his personal professional library; (iii) keeping in a Unit his personal, business or professional records or accounts; or (iv) handling his personal business or professional telephone calls or correspondence from a Unit.

B. Obstruction of Common Areas. There shall be no obstruction of the Common Areas, including, without limitation, fences, nor shall any objects be stored or placed upon the Common Areas without prior consent of the Board.

C. Animals. No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere on the Development, except that dogs, cats and other household pets shall be allowed (for other than commercial purposes), provided no more than two (2) household pets shall be allowed per Unit, and subject to such

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rules and regulations as may be enacted by the Board from time to time. Owners and Occupants shall promptly remove any waste from the Common Area or the outside of their Units caused by such household pets. Any pet causing or creating a nuisance or unreasonable disturbance in the opinion of the Board may be, by three (3) days written notice, prohibited from entering upon the Common Area or removed from the Development.

D. Nuisances. No nuisance, noxious or offensive activity shall be carried on in the Common Areas or the Units nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Units. Notwithstanding any other provision herein, any Owner, including the Developer, or their assigns, shall be entitled to conduct on the Development all activities normally associated with and convenient to the development of the Property and the sale of the Units on the Property.

E. Signs and Light Standards. No signs (including "For Sale" or "For Rent" signs) of any kind shall be erected, placed or permitted to remain on the Property except for those locations designated by the Board within the Common Areas, which signs shall be in a form and text approved by the Board, which approval

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shall not be unreasonably withheld. The foregoing restrictions shall not apply to the signs and billboards, if any, of the Developer or the Association nor shall it apply to signs, not more than 240 square inches, which designate the family name of an Owner or occupant.

F. Parking. The Board shall, in its sole and absolute discretion, allocate a parking space or spaces located in the Parking Area to each Owner for the exclusive use by such Owner or any occupants of such Owner's Unit. Notwithstanding anything to the contrary herein contained, the Developer is hereby granted the right to use three (3) parking spaces within the Parking Area, as designated on Exhibit E, which spaces may be used by the Developer or leased by the Developer for his sole and exclusive benefit; provided, however, that the Developer's right to use such spaces shall cease upon the closing of the sale of the last Unit owned by the Trustee or Developer.

7.02 Architectural Control. No exterior additions or alterations to any Unit or Building shall be commenced, erected, or maintained, until the plans and specifications showing the nature, kind, shape, height, materials, location, and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design

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and location in relation to surrounding Buildings by an architectural committee composed of the Board or by a representative or representatives designated by the Board. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will be deemed to have been given. Neither the members of the architectural committee nor its designated representatives shall be entitled to compensation for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the architectural committee. Unless existing as of the date hereof, private exterior antennas shall not be placed on or upon any Building without the approval of the architectural committee or its designated representatives.

7.03 Party Walls. Each wall which straddles the boundary line between Units or which stands partly upon one Unit and partly upon another shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration or the rights and obligations created pursuant to that certain Declaration of Easements dated May 18, 1960 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on November 29, 1960 as Document

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Number 18027368, the general rules of law regarding party walls and of liabilities for property damage due to negligence or willful acts or omissions shall apply thereto. Owners of Units upon which any such party wall shall stand shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of his Unit and for the support of any Building or structures constructed to replace the same and shall have the right to maintain and replace in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained. No owner of any such Unit shall have the right to extend said party wall in any manner, either in length, height or thickness. In the event and to the extent that any wall between Units shall not be placed on the dividing line between such Units, the Owner of the Unit from time to time on whose Unit such party wall does not lie shall have a perpetual exclusive easement on and over the adjoining Unit for such portion of said wall, and such wall shall be deemed a party wall for all purposes of this Declaration. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. If a

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party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act, or the negligent or willful act of an Occupant of his Unit, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7.04 Roof. The Owners of the Units located in each of the Buildings situated on the Development shall be responsible for the maintenance, repair or replacement of the common roof and gutter system located on or attached to such Building. If such Owners shall fail to promptly cause such maintenance, repair or replacement to occur, the Board may maintain, repair or restore the common roof or gutter system, in which case the Board is hereby authorized to levy a special assessment against such Owners to reimburse the Association for such costs.

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7.05 Display of Units by Developer. The Developer, its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to the Development as may be required in connection with the sale or lease by the Developer or the Trustee of any Unit. The Developer may occupy or grant permission to any person or entity to occupy, without rental, as determined by the Developer, one or more Units not yet sold for business or promotional purposes, including clerical activities, sales offices, and model Units for display. The Developer or his representatives or agents may also utilize all roadways and portions of the Parking Area not otherwise assigned to an Owner for ingress, egress and transient parking in connection with the sale and lease of the Units, provided that such activities do not unreasonably interfere with the quiet enjoyment of any other Owner or Occupant.

7.06 Rules and Regulations. The Board shall have the right to promulgate such rules and regulations (to the extent such rules and regulations are not inconsistent with the provisions of this Declaration) creating additional rights and/or restrictions upon the use and occupancy of the Units, Buildings and Common Areas as it deems appropriate.

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ARTICLE VIII

GENERAL PROVISIONS

8.01 Successors and Assigns; Duration; Amendment.

The easements, covenants and restrictions in this Declaration shall remain perpetually in full force and effect and shall run with and bind the land, and shall bind, benefit and be enforceable by the Association, the Trustee, each Owner, and their respective legal representatives, heirs, successors and assigns, and the City of Lincolnwood, Illinois or any one or more of them, and is hereby incorporated by reference in all deeds of conveyance affecting the Property or any Units located thereon even though not specifically described in such deeds of conveyance. The covenants and restrictions in this Declaration may be amended:

(a) by the execution of a Supplemental Declaration by the Trustee prior to the conveyance of the Common Areas by the Trustee to the Association; or

(b) in any other respect, by an instrument signed by Members who have not less than three-fourths (3/4) of the votes in the Association agreeing to change said covenants and restrictions in whole or in part.

8.02 Notices. Any notices required to be sent to any Member or Owner under the provisions of this Declaration

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shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing. Notices required to be given to the Association or the Board may be delivered to the President or Secretary of the Association, either personally or by mail, postage prepaid, addressed to the President or Secretary at his last known address on the records of the Association at the time of such mailing. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices of default or failure to comply with the terms hereof permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

8.03 No Mortgages of Common Properties by Owners.

No Owner, other than the Trustee or the Developer, shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Common Areas or any part thereof.

8.04 Joint Facilities. To the extent that equipment, facilities and fixtures within any Building or Buildings shall be connected to similar equipment, facilities or

fixtures affecting or serving other Buildings or the Common Areas, then the use thereof by an Owner shall be subject to the rules and regulations of the Board. An authorized representative of the Association or the Board, or of the manager or managing agent for the Common Areas, shall be entitled to reasonable access to any Building as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or any equipment, facilities or fixtures affecting or serving other Buildings or the Common Areas.

8.05 Responsibility of Transferees for Unpaid Assessments. In the event of a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's rights to recover from the transferor the amounts paid by the transferee therefor. Any such transferee, however, shall be entitled to a statement from the Board or President of the Association, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to such a lien for any unpaid assessments in excess of the amount therein set forth.

8.06 Abatement of Violations. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any of the covenants and restrictions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

8.07 Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any Occupant of such Owner's Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the rules and regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Board against the defaulting Owner for (1) a decree of mandatory injunction against the Owner or Occupant or, in the alternative, subject to the prior consent in

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writing of any mortgagee having a security interest in the Unit of the defaulting Owner, which consent shall not be unreasonable withheld, (ii) a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Unit shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be applied to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser

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shall take the interest in the Unit sold subject to this Declaration, and, upon compliance with of this Declaration, the purchaser shall become a Member of the Association in the place and stead of the defaulting Owner.

8.08 Nonwaiver of Covenants. No covenants, restrictions, conditions, obligation 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.

8.09 Incorporation in Leases. All of the restrictions as to use and occupancy contained in this Declaration or in any rules and regulations adopted by the Association shall be incorporated into all leases of any Unit. In the event any lease shall contain any provisions which conflict with the provisions of this Declaration or the rules and regulations adopted by the Association, the terms of this Declaration or such rules and regulations shall be deemed controlling.

8.10 Condemnation. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the Association shall represent the Owners, and the award or proceeds of the settlement shall be

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payable to the Association, or any trustee appointed by the Association, to be held in trust for Owners and their first mortgage holders as their interests may appear.

8.11 Enforcement. Enforcement of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants.

8.12 Title in Trust. In the event title to any Unit is conveyed to a land title holding trustee (other than the Trustee) pursuant to a trust agreement which provides that all powers of management, operation and control of such Unit remain vested in the beneficiary or beneficiaries of such trust, then the beneficiary or beneficiaries of such trust shall be deemed to be the Owner of such Unit for purposes of this Declaration and any rules and regulations promulgated by the Board or the Association, and shall be responsible for payment of the assessments provided for in this Declaration, and such land title holding trustee shall not be personally liable for payment of any such assessment. The amount of any assessment shall continue to be a charge or lien upon the Unit and the personal obligation of the

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beneficiary or beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.

8.13 Severability; Perpetuities. The invalidity or unenforceability of any term or provision hereof shall not effect the validity or enforceability of any other term or provision hereof. If any provision hereof would otherwise violate the rule against perpetuities or any other law imposing time limited, then such provision shall remain in effect no longer than twenty-one (21) years after the death of the last survivor of the now living descendants of Joseph P. Kennedy and Rose Kennedy of Hyannis Port, Massachusetts.

8.14 Assignment. The Trustee shall have the right to assign any or all of its rights and privileges hereunder by deed or other instrument expressly referring to this power of assignment upon such terms and conditions or with such limitations as each deems fit. Such assignable rights and privileges shall include, by way of illustration and not limitation, the right to (a) execute Supplemental Declarations, (b) grant easements (either before or after a Supplemental Declaration is executed and recorded), (c) execute Plats of Open Space Easements, (d) improve Common Areas, and (e) voting and membership rights in the Association, which

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shall be exercised by or on behalf of the beneficiary of the Trustee.

8.15 Remedies Cumulative. All rights, remedies and privileges granted to the Association pursuant to any of the terms, provisions, covenants or conditions of this Declaration, by-laws or rules and regulations of the board or the Association shall be deemed to be cumulative, and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of rights or remedies nor shall it preclude the Association thus exercising the same from existing such other and additional rights, remedies or privileges as may be granted to the Association at law or in equity.

8.16 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose heretofore provided for.

8.17 Captions - Pronouns. The articles and section captions are intended for convenience only and shall not be construed with any substantive effect in this Declaration. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa.

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8.18 Initial Operation. Until such time as the Board provided for in this Declaration is formed, the Developer and its successors and assigns shall exercise any and all of the powers and functions of the Association and the Board.

8.19 Personal Liability. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustees while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustees are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustees or for the purpose or with the intention of binding said Trustees personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustees not in their own right, but solely in the exercise of the powers conferred upon them as such Trustees; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustees

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on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustees in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but solely as Trustee under Trust Agreements dated May 18, 1960, and known as Trust No. 9837 has authorized these presents to be signed by its ^{Assistant} Vice President and its corporate seal to be hereto affixed and attested by its Assistant Trust ^{Officer} as of this 5th day of December, 1985.

-65-018933

COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but solely as Trustees aforesaid

(SEAL)

ATTEST:

By: [Signature]
Assistant Vice President

[Signature]
Assistant Trust Officer

THIS INSTRUMENT PREPARED BY

HOWARD S. BEDER
ROSENTHAL AND SCHANFIELD
55 EAST MONROE STREET
SUITE 4620
CHICAGO, ILLINOIS 60603

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that Rose M. Trullis, Asst. Vice President of The Cosmopolitan National Bank of Chicago and Geraldine M. Wilk, Assistant Trust Officer of said bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Trust Officer respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as trustee as aforesaid, for the uses and purposes therein set forth and the said Assistant Trust Officer then and there acknowledged that she, as custodian of the seal of said bank, did affix the corporate seal of said bank to said instrument as her own free and voluntary act and as the free and voluntary act of said bank, as trustee as aforesaid, for the uses and purposes therein set forth.

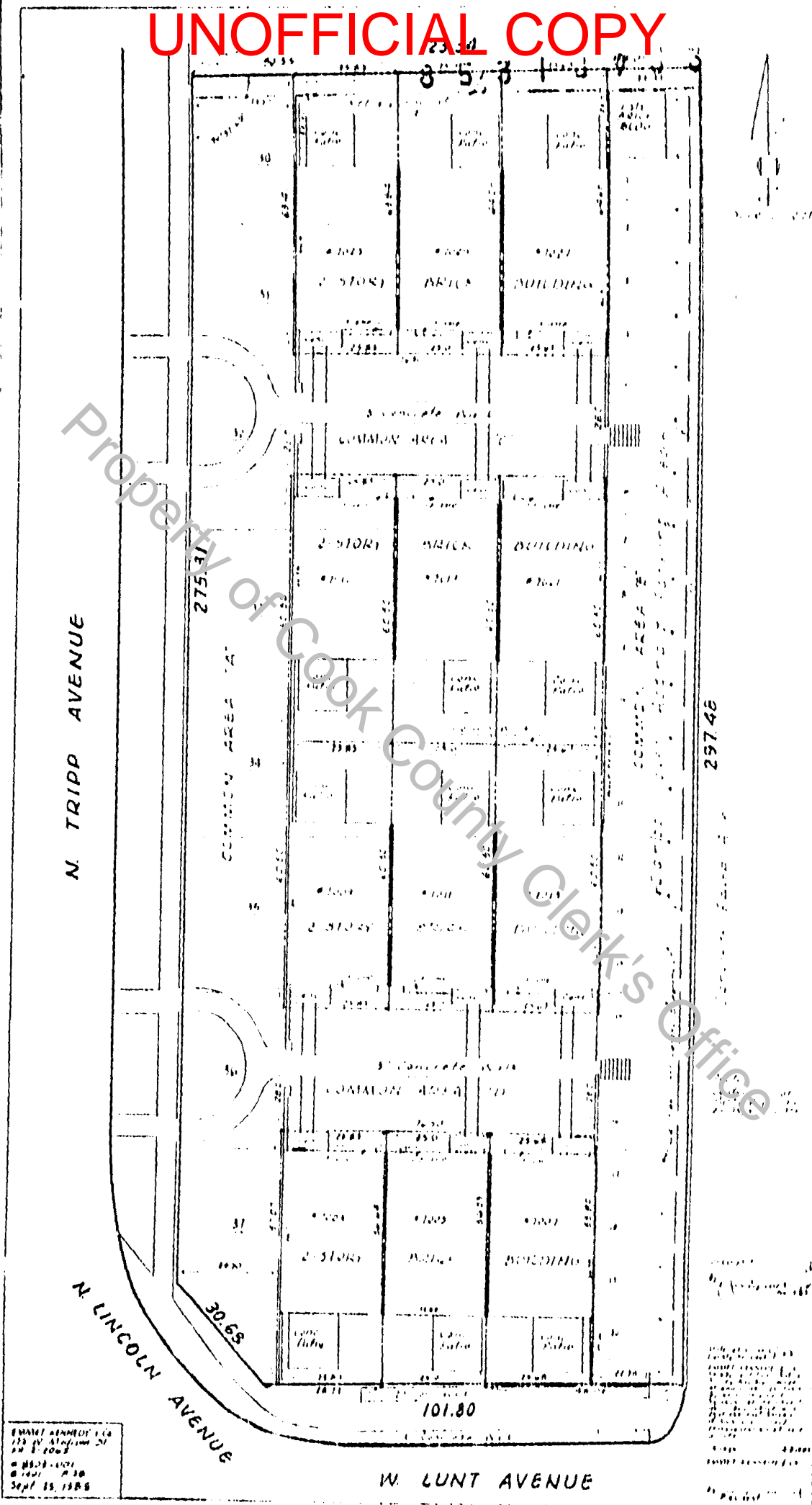
GIVEN under my hand and notarial seal this 5th day of December, 19 85.

Harold D. [Signature]
Notary Public

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N. TRIPP AVENUE

N. LINCOLN AVENUE

W. LUNT AVENUE

297.46

EMMETT ARCHITECTS CO
 125 W. Superior St.
 CHICAGO, ILL.
 MADE BY
 M. J. JONES
 Sept. 15, 1928

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Exhibit
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EMMET KENNEDY & Co.

ENGINEERS

173 WEST MADISON STREET

CHICAGO 60602

7003 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.83 FEET OF THE WEST 50.33 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO SAID WEST LINE, THROUGH A POINT IN SAID WEST LINE, 240 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

7005 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.0 FEET OF THE WEST 75.33 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO SAID WEST LINE, THROUGH A POINT IN SAID WEST LINE, 240 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

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EMMET KENNEDY & CO.
ENGINEERS

173 WEST MADISON STREET
CHICAGO 60602

7007 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.67 FEET OF THE WEST 101.0 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO SAID WEST LINE, THROUGH A POINT IN SAID WEST LINE, 240 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

7009 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.83 FEET OF THE WEST 50.33 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO SAID WEST LINE, THROUGH POINTS IN SAID WEST LINE, 151.50 FEET AND 212.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

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**EMMET KENNEDY & Co.
ENGINEERS**

173 WEST MADISON STREET
CHICAGO 60602

7011 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN S WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 4 $\frac{1}{2}$ NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.0 FEET OF THE WEST 75.33 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO SAID WEST LINE, THROUGH POINTS IN SAID WEST LINE, 151.50 FEET AND 212.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

7013 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 4 $\frac{1}{2}$ NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

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EMMET KENNEDY & Co.
ENGINEERS

173 WEST MADISON STREET
CHICAGO 60602

7017 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 4ⁿ NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

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7019 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 4ⁿ NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.0 FEET OF THE WEST 75.33 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO SAID WEST LINES, THROUGH POINTS IN SAID WEST LINE, 91.0 FEET AND 151.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

-05-018933

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8 5 3 1 3 9 3 3

ESTABLISHED 1811

FRANKLIN D JOHN

EMMET KENNEDY & CO.
ENGINEERS

173 WEST MADISON STREET
CHICAGO 60602

7021 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 4 $\frac{1}{2}$ NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.67 FEET OF THE WEST 101.0 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO SAID WEST LINES, THROUGH POINTS IN SAID WEST LINE, 91.0 FEET AND 151.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

7023 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 4 $\frac{1}{2}$ NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.83 FEET OF THE WEST 50.33 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, THROUGH A POINT IN SAID WEST LINE 63.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

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8 5 3 1 1 9 3 3

ESTABLISHED 1911

FRANKLIN 2 2089

EMMET KENNEDY & CO.

ENGINEERS

173 WEST MADISON STREET

CHICAGO 60602

7025 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.0 FEET OF THE WEST 75.33 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, THROUGH A POINT IN SAID WEST LINE 63.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

7027 TRIPP AVENUE

THAT PART OF LOTS 30 TO 37, BOTH INCLUSIVE, TAKEN AS A TRACT, IN ALLEN & WEBER'S KENILWORTH AVENUE SUBDIVISION OF THE EAST 10 ACRES OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 25.67 FEET OF THE WEST 101.0 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, LYING NORTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, THROUGH A POINT IN SAID WEST LINE 63.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.

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ENGINEERS
173 WEST MADISON STREET
CHICAGO 60602

LEGALS FOR COMMON AREAS

- A THE WEST 24.50 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT.
- B ALL OF SAID TRACT LYING EAST OF THE WEST 101.0 FEET THEREOF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT.
- C THAT PART OF THE EAST 76.50 FEET OF THE WEST 101.0 FEET OF SAID TRACT, LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, THROUGH POINTS ON SAID WEST LINE, 63.0 FEET AND 91.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.
- D THAT PART OF THE EAST 76.50 FEET OF THE WEST 101.0 FEET OF SAID TRACT, LYING BETWEEN TWO LINES DRAWN AT RIGHT ANGLES TO THE WEST LINE OF SAID TRACT, THROUGH POINTS ON SAID WEST LINE, 212.0 FEET AND 240.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID TRACT.
- E EASEMENT
THE NORTH 5 FEET OF SAID TRACT, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF.

-85-018933

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