R&S 375900-101 WP:SHB 10-258 5 DOC. #4 2.0 € 345 (10/02/87)-13

DECLARATION OF CUVENANTS, CONDITIONS, RESTRICTIONS, PARTY WALLS AND EASEMENTS FOR CITYPLACE ON LASALLE

This Declaration is made and entered into by HARRIS TRUST AND SAVINGS BANK, not personally but solely as Trustee under Trust Agreement dated October 15, 1986 and known as Trust No. 43799 (hereinafter for convenience referred to as the 'Trustee"). 5.

WITNESSETH: that

WITREAS, the Trustee is the owner of the real property legally described on Exhibit A attached hereto (the "Development"); and

WHEREAS, portions of the Development have been improved with six (6) townhomes (the Townhomes"), a private courtyard, driveways, utilities lines to service the Development and other amenities; and

WHEREAS, the Truitee desires to establish for its own benefit and for the mutual benefit of all future owners, tenants and occupants of the Development as constituted from time a to a time, certain mutually & beneficial a restrictions, 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 Development to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants and restrictions hereinafter created; and

WHEREAS, there has been or will be incorporated under the laws of the State of Illinois, as a not-for-profit corporation, a The * CITYPLACE * on * LaSalle * Association, * for : the * purpose of exercising the functions aforesaid; and:

WHEREAS, the Trustee desires and intends that the owners, tenants, mortgagees, coccupants and other persons hereafter acquiring any interest in the Development shall at

> STATE OF THE PROPERTY OF THE PROPERTY OF THIS INSTRUMENT PREPARED BY

STEVEN H. BLUMENTHAL ROSENTHAL AND SCHANFIELD 55 EAST MONROE STREET SUITE 4620 Mariana CHICAGO, LLLINOIS 60603

, Printero Proposition, S. 1, July C. 2015 C. Morte Califebri. 1902. Crnapares Complete Proposition (Present Control of Sec. 1992. St. 18 (1994). Crnewall College Angles Dougle.

- Rister and postantion is made anticastanced into by ARRITA are areas in the bold by ARRITA are areas and and areas are areas are areas are areas are

nadd ibacocominald

Amil Need avid tunggalesee saa jaajanaajing (2489335) is de beval aenving erg, Neeman voor enist oman mad (8); ait uitiv bevalg Alanoon, nad ergkerenjan sind is kan kina , nyeveriste bar gaari Mijorgoon and peden keen in hallen kan de bar jaarngaa

adt indfiniteiten od Lestinoù redenat odo , tadask i o., i Lafenk-Pasnint dio do bit os i illuran bet 100 Opo dilenen neo Mash betuittenoù se suouen level ets lo edmogrape ben a conned Lestinoù iska ets etzetran eviteten alotten (elle oboen en i apronoù iller et iller a verez a vez de et eus en en ben en dialen

ond fold Silveriant of Ponacia Rost december 1818 ALEBER Only to Paid Induction of the Marine Constitution of the Paid Induction of the Political Security of the Political Se

in destruction of the contract throughton with a but this political contraction of the contraction of the contract of the cont

jedd Tardf Tebusad ffins (ei i kep - gaffa) Tody (ei eastau ei easta) bod Bodeken ffamilie (fam oethogreup) (eastau gam ei eastau eastau eastau e Fertladgekannengalgyed (aif fal obertala) (yn) kangaldeken familieren)

A. 在《自然各名的》中第二次推出的特殊的形式。而且自然

. UAS MENUS .A ROSPER REPERSONNO SCHARFERS TERRE SCHOOL SEREE REPERSONNO SEREE PROCESSON ORDS

MESTICAL TEMP

all times enjoy the benefits of, and shall hold their interests subject to, the rights, easements, obligations, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to facilitate the proper administration of the Development and the improvements thereon and all of which are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, the Trustee declares as follows:

ARTICLE ! I

DEFINITIONS 🧏

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

- 1.01. Percel: The six (6) separate portions of the Development depicted on the Plat and legally described on Exhibit B attached neceto and made a part hereof.
- 1.02. Owner: Any person or persons whose estate or interest, individually or collectively, aggregates fee simple ownership of a Parcel.
- 1.03. Occupant: A person or persons, other than an Owner, in possession of a Townhouse.
- 1.04. Association: The CLTYPLACE on LaSalle Association, its successors and assigns.
- 1.05. Board: The Board of Directors of the Association, as constituted at any time or from lime to time.
- 1.06. By-Laws: Those provisions governing the administration of the Association, which provisions are set forth in Articles III, IV and V of this Declaration, as hereafter amended from time to time.
- 1.07. Beneficiary: The person or persons owning the entire beneficial interest in the Trustee or successor trustee designated by the Beneficiary.
- 1.08. Plat: The plat of survey depicting the configuration and location of the Parcels as shown on Exhibit C attached hereto and made a part hereof.

Franker to the search below the consense of the little of the search but the search below the consense of the

. A WOW, THEREFORE, the Trunces declares and collows;

T BINTABA

11101111111929

ntales d'Ayles et 22 dans jort le archille (les espen) raid (1997) - Ladéan fran Crafe gus jac factatord bird, ak bend (1964) bac (2000) Confille at ladéan (1965)

i no isasalo inseravidentaren azira etan iraketak itarreki 1.80:1. Bergiranango poolistariak lookkozi an irakkenik iraketak 1. esantar Lookka aragesti zarreki iraketak 1. etankoziak olistariak iraketak 1. etanber

nisin utai enerte iladokal gista normee / kansaarro (katelaria). Kansaarro (kansaarro) kansaarro (kansaarro)

- navo no file tridino i provincia della medici i anno reale della medici. Il 6.18 i i i i i i i i i i i i i i Provincia della compania di la compania di provincia della medici della medicia della medicia della compania d Referencia di compania di la compania della compania della compania della compania della compania della compania

A description of the constitution of the constitution of the conservation of the conservation of the conservation of the constitution of the const

-information and participation of the second of the second

ម្លៃដែលទៅមិនពេលនិងចំពួកមួយនេះជាក្នុងចំពោះ មើនប្រជាដែលដែលចំពេះ នេះ ប្រើប្រើប្រើប្រែការប្រើប្រើប្រើប្រើប្រើប្រើប ឯកខុសក្រុមប្រស់ ស្រុក គេបង្គិតសេង នៃនៅថា គឺដា បង់ខំពង់បង់ពី ដែលប្រើបំពេលថា កង់ដាំងការប្រធានា កង់ជា ប្រុស្សក្រុមប្រសាសន៍ ក្រុមប្រាស់ប្រុស្សប្រស់ ប្រជាជាដោយ ដែលបានប្រឹក្សា ក្រុមប្រឹក្សា និងសេង និងសេង និងបានបានបា

oda figuralia i i del composicio de la composició de la c

- 1.09. Common Areas: Those portions of the Development depicted on the Plat as the common areas which are devoted to the use and enjoyment of all Owners and Occupants including but not limited to the portions of the Development where utility meters and conduits are stored, the courtyard, trash storage areas, the private alley abutting the western boundary of the Development, and sidewalks and open space areas which are accessible to more than one Townhome.
- 1.10. <u>Townhomes:</u> The six townhomes constructed upon the Development, with each such townhome being located on a separate Parcel.
- 1.11. Ownership Percentage: The corresponding percentage assigned to each Parcel as shown on Exhibit D attached believe and made a part hereof.
- Townhomes, above and below grade including the parapet separating the roofs.

ARTICLE II

PROPERTY S'BJECT TO DECLARATION, EASEMENTS AND PARTY WALLS

- 2.01. Subject Property: The Development shall be subject to the provisions of this Declaration. It is the intention of the Trustee to convey the Parcels to nonrelated Owners and from and after the date of such conveyance, each Owner shall have the right to mortgage or encumber his respective Parcel. No Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever, the Development or any part thereof, except his own Parcel.
- 2.02. General Ingress and Egress: A perpetual non-exclusive easement for pedestrian and vehicular ingress and egress to and from public and private roads, a leys and sidewalks, and other uses as hereinafter described is hereby granted, conveyed and declared upon, over and along the Common Areas for the benefit of the Development, the Beneficiary and all Owners and Occupants in the Development, their respective licensees and invitees. In addition to the foregoing easement and subject to applicable governmental restrictions, and easements and restrictions of record, the Trustee, a its agents, employees, beneficiaries, guests, licensees and invitees shall have the right to use the Common Areas as set forth in Section 2.10 hereof.

seent deplored to trees alto place the political of the specions of the specions of the second deplored the second deplored the second deplored deplored the second deplored the second deplored the second deplored the second deplored deplored the second still the second deplored dep

ten (m. 1922) not si komostagelo (k. 1923) militar (m. 1924) not si komostava (h. 1924). De kode (m. 1924) umestavos (kode (kode (h. 1924)), kineses kode (h. 1924) Okon (h. 1924) not si koji (h. 1924) not si koji (h. 1924) not si koje no

tovehomes, cabbye (and character) the walls toepstrating from a tovehomes, cabbye (and character) to those parameter and anomal characters. The total of the context of the

NE PADATA

CASCRETA DE LA TURBARIO CORDEDAN. CASCRETA DE LA CORDE CASCRETA DE LA CORDEDAN.

Subject to the gardiesteen of this therefore the shall about the stable has the shall the stable has the stable has the stable the s

Indequate the second of the second squases; it is not to the concentration of the second seco

- 2.03. Utilities: The Trustee or the Association may grant easements at any time hereafter for utility purposes over, under, along and on any portion of the Development for the purpose of providing the Development or any part thereof with utility services. All utility conduits now existing or hereafter from time to time constructed upon, under, over and through the Development and servicing any portion thereof shall, subject to applicable law and governmental or utility rule or regulation, inure to the benefit of the Development. The Trustee and the Association are hereby granted an easement for ingress and egress to purtions of the Development where utility meters and conduits are located and stored.
- 2.04. No Dedication to Public Use: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Areas to or for any public use or purpose whatsoever.
- otherwise specifically limited in this instrument, all easements and rights described herein are easements appurtenant running with the land, pretually in full force and effect, and at all times shall inure to the benefit of and he binding on the Trustee and the Beneficiary (though not personally) their successors and assigns, and any Owner, Occupant, purchaser, mortgagee and other person having an interest in the Development, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed or other evidence of othigation shall not be required to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such real estate, or any portion thereof; such easements and rights being granted and reserved as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.
- Utility Meters; An easement over and across the Common Areas is hereby declared and granted for the benefit or the Development, the Beneficiary and all Owners and Occupants, and their respective licensees and invitees for vehicular and pedestrian ingress and egress to and from the gatehouse located on the westerly border of the Development, for trash storage and removal and reading, installing and servicing utility meters stored thereon.

Lend the loop is a least to the lend of th

enne patrici di ciasti di latte de policario de la litera de la licitario de la licitario de la licera del licera de la licera del licera de la licera de la licera de la licera de la licera del licera de la licera della licera della licera della licera della licera della licera

acherolae sociality into the line line thand: State the parametrical file of the contract of t

1.36. The content of entering the strength and nad named and conting the content of entering the content of entering the content of the conte

- 2.0f Limitations Upon Rights of Use and Enjoyment: The rights of use and enjoyment created hereby shall be limited by and subject to the following:
 - (a) The right of the Trustee or Beneficiary to delineate such portions of the Development as Common Areas; provided, provever, that nothing herein contained shall authorize or permit the designation of any Townhome, garage or deck attached to a Townhome or other portion of a Parcel designed and intended for use solely by the Townhome located trereon, as a Common Area.
 - (b) The right of the Trustee, Beneficiary, or the Association to prescribe rules and regulations for the use of the Common Areas.
 - tion hereunder or, as provided in the By-Laws of the Association, or in any rules and regulations promulgated hereunder or thereunder, to suspend the enjoyment rights of any Owner, his invitees and licensees for any period during which any assessment provided for herein remains unpaid and for any period during which any period during which any infraction of the published rules and regulations in effect for the Common Areas continues; provided, however, that neither the Trustee, Beneficiary nor the Association may, for any reason, deny to any Owner the right of ingress and egress between the Parcel which he owns and the closest public or private access street.
 - Association to grant easements for utility purposes, as provided in Section 2.03 hereof.

The companies of the constant of the constant

élizaungeridkénd 1958-bu kidpid Hentschofferieli (1801) 20d - Milie <mark>vilazor filózikosa fransystek (</mark>filózikó) kaz erdelel ente 20 - 1844-bi - 1955-bel kadimelliak kida olimpeldur ben valásarrork

yaskuilmet (10)-olumpi ol 10 dingi lant (18) ol vannet kulumpulmust oda kulumlitog kobe ellenilms el kustumus nimpologai unitto, la kulumbiod (1801) olumbiod (1801) emsel yns lägenetienuisel kui dine, el element elmis italis philusius en armanis element bus beloseus inche in aritap (2001) yiyinsilman elminalitas es (nestenil element emminalitas) esit ye

(Productions), and subsets of the Follows of the Follows (A) Files Files (A) Files Follows (A) Files Follows (A) F

Frigoral entries and the struct of the little of the later of the late

- (e) There shall be no parking or other obstructions of the Common Areas nor shall anything be stored or constructed on the Common Areas, except as otherwise expressly permitted herein.
- 2.09. Party Wall Agreement: The Owners of the Townhomes separated by a Party Wall shall in each case be responsible a for a the a maintenance and a repair of said a Party Wall, aincluding all structural selements and utility lines which serve both of the Townhomes separated by a Party Wall. The cost of maintaining and repairing a Party Wall shall be borne equally between the Owners of the Townhomes separated thereby. In the revent athat a Party Wall is in need of arepair of rebuilding, withe same shall be rebuilt in the same place and with the same or comparable materials as existed prior to the sevent giving trise to the need for scepair or rebuilding. The covenants and rights wherein agranted, together with the obligations herein imposed, are covenants running with the sland to premain in full a force sand effect > perpetually; provided that nothing herein contained shall be construed as a aconveyance by an Owner of its right in the fee of the Parcel upon which a Party Wall stands. Notwithstanding anything in this Section 2.09 to the contrary, all maintenance and repair to that part of a Party Wall which is located within a the winterior of a a Townhouse or a relates a to utility lines for iducts (so [ely afor the (benefit a of a single & Townhouse shall be the responsibility of, and shall be paid? for by, the Owner of said Townhouse.
- 2.10. Reserved Rights of Trustee and Beneficiary: At all times hereafter the Trustes and Beneficiary, their agents, successors and assigns shall have the right to (a) erect and maintain on the Development any advertising signs, banners, lighting and other sales and remal devices for the purpose of aiding the sale or leasing of chall Townhomes, (b): maintain a sales, a business and construction coffices, a and models g on the a Development g to gfacilitate g the g sale g and/or rental of the Townhomes and completion of or improvements to the Townhomes or the Common Areas, (c) the Common Areas for ingress, egress and transient parking in connection with the sale por [leasing pof a the a Townhomes, ym(d) - store a construction] material from the dommon area when and where git adeems such for necessary in conjunction with the renovation, repair, maintenance or construction of sall or any part of the Development, and (e) to avail tiself of all utilities and utility conduits wserving kathe & Development or wany a portion athereof (without athe consent gof any Owner, the Association or any mortgagee. ==

Traction of the property of the control of the cont

unis i tali vadin () davi. , sunomo sopa (IIAM (yasiy)). Co.S. Ku jasku, dana (), ilinda ulisw yaari a gu baasiyiya sanadukat grang taken an airige the commodatah min ter aldan mgant Small Adillity box bin while laredways the phibological clipt . TidW. Vilet of wi fermances percinal ent ib Wice expressionian ist fintriliae vant ereberaker fin polygelein is deke sit នសំលើសហគ្នារៈ នៃគណៈសំណាម នៃសម្រី និស ស មែលនៃ ២០៤ **១១៩១**ស្ស ស៊ី សេសនេ ២០១៦៩ out of square, the control of the party (Mill is a new took remember of the religion of the same and the control of the case of the control o right the country our insert the cities taged in in the style of the rate of the control of a control of the style of the control ntroisavõp lond. Alemogea altonen administratido edit dibidi loikaldebr Alembro bold lemant, l'ult mi agreem et bast ultri este caganega od. Unia indiamero degret paleton fant hebiverg tyllangeereg odtiner: topk: But; da junwo ar get ammyrumot is de bantaenes adilydsKir.dhasdayisblyyddar, daida aggu Jebart odd ko 601 od Nastan Josephanober in its drivetat lend midden Sadepot elrals as frollinged end you reach a state or senit willide Towardes about be the twenty-libiting of, and healt he hard Transmission (** Addes in Transmission value of

The string of the content of the content of the string of

2.11. Title to Common Areas: Title to the Common Areas shall be vested in the Owners of the Parcels as reflected in the Plat attached hereto and made a part hereof as Exhibit C; provided, however, that each and every Owner and Occupant in the Development shall have the right to use and enjoy the Common Areas in common with all other Owners and Occupants in the Development.

ARTICLE III

BOARD OF DIRECTORS

- 3.01. Reserved Rights: Each Owner shall be a member of the Association and membership shall be appurtenant to and may not be separated from ownership of a Parcel. All powers, duties and functions of the Association shall be exercised or directed by the Board of Directors of the Association. Notwithstanding the foregoing to the contrary, the Beneficiary shall exercise the powers, rights, duties and functions of the Board and of the Association until the first meeting of the Board.
- 3.02. Board of Directors: The Board shall be comprised of the six (6, Owners. Each member of the Board shall have one (1) vote. The initial Board shall be elected at the first annual meeting of the Association pursuant to Section 3.03(b) hereof and of the Board members so elected, four (4) members shall be elected for terms expiring on the second annual meeting of the Association and two (2) for a term expiring on the first annual meeting of the Association following such election, subject to the election of a successor or successors. Thereafter all Board members are elected for a term of two (2) years. The Board shall direct and administer certain portions of the Development in accordance with the terms and provisions of this Declaration.

3.03. Meetings:

meeting of the Board of a number of directors having a majority of the total votes shall constitute a quorum. 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 a majority of the directors present and voting at such meeting. Any member of the Board 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 Association without a meeting.

Summer (end ess statio rest to this street consistent of the constitution). It is a constitution of the co

LINE TO THE

BESTSUBIE: 93 CHASE

conjuised of the file of bires (c) is a the board said in the gar juice of the car juice of the gar juices of the factors of the members of the factors have endered with the sale of the said t

arnishoM . Du.f

igas Je jeneran, placed is announce; stratement of the placed of the particle of the particle

UNOFFICIAL COPY 8 7 5 7 4 3 3 9

- (b) Annual Meeting of the Board: The first meeting of the Board shall be held upon not less than ten (10) nor more than thirty (30) days prior written notice given by the Beneficiary on a date not later than the earlier sto occur of s(i) sixty (60) days after five (5) of the Parcels have been sold and fee simple title thereto conveyed, for (ii) three (3) years from the date of recording hereof. At the first meeting, whether or not a quorum is present, the Trustee and Beneficiary may relinquish a control of the Association anotwithstanding the refusal of the Board to accept control of the Association. Thereafter, there shall be an annual meeting of the Association and the Board on the first Wednesday of rebruary of seach succeeding year at 7:30 P.M. at such reasonable place or at such other time (not more than thirty (30) days before or after such date) as may be designaced in a written notice from the President of the Association delivered to each Owner not less than ten (10) nor more than thirty (30) days prior to the date fixed for such meeting.
- Kejular Meetings of the Board: Board may, by resolution, establish a time and place for regular meetings without the need for further notice. The Board shall meet at least one (1) time annually. All meetings of the Board shall be open to all Owners.
- (d) Special Mestings of the Board: 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, or for any other reasonable purpose. Said meetings a shall pabe a called a by the President wof a the Association or a majority of the Board, upon notice of a not less than three (3) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and need not specify the matters to be considered unless the matters to be considered are those set forth in Section 3.03(e) bereof.
- (e) Special Matters: Approval of any of the following matters shall require; the affirmative vote of all the voting members: (i) the merger or consolidation of the Association, and (ii) the sale, lease, exchange, mortgage, pledgesor other disposition of all or substantially all of the assets of the Association.
- 3.04. Officers: The Board shall elect from among its members a President who shall preside over all of its meetings, a a Secretary who shall keep the minutes of all

masting of the sould histories has been as the third sould be the sould be then added then the sould be then the sould be then the soul

is the control of the

ten seekinger of ette for the seekinge obtoeks solution in werken and the constituent of the seeking of the seekinger the seeking of the seekinger the seekinger of the seekinger of the seeking of the ten conservation of the seeking of the seeking

form the contract that the contract of the states of the contract of the contr

 meetings of the Board 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 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.

- 3.05. Resignation: A Board member may resign upon thirty (30) days prior written notice to the Board and such vacancies shall be filled by the majority vote of the remaining members of the Board.
- 3 06. Compensation: Board members shall receive no compensation for their services.
- 3.07 Authorization: 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 and to execute and cause to be transmitted all notices.
- 3.08. Members: The members, from time to time, of the Board shall be members of the Association, it being understood that once a person is no longer a member of the Association, he shall no longer be a member of the Board.

ARTICLE 17

POWERS AND DUTIES OF THE ASSOCIATION

- 4.01. Maintenance and Repair: The Association shall be responsible for the maintenance insurance, up-keep, repair, landscaping, gardening, materials, supplies, labor, structural alterations, services, cleaning, decorating, improvement, replacement, and snow removal from and to the Common Areas. The responsibilities shall include the following:
 - (i) the maintenance (including street cleaning and snow removal) repair and replacement of the roadway area, walks, paths, access areas and all other improvements on or through the Common Areas;
 - (ii) planting, replanting, care and maintenance of trees, shrubs, grass and all other landscaping on the Common Areas;

emberings of the hoor; and withhit; in a meral, nerrored to enthe delication incident to the officer of Secretary, and all all earence who obside help the themal records and hooks, of earto and, the Board may by, read abrongered to the earsiness and electropists of the read of the earmain appointmenter thereto, and fill and mid-rorm vacancy in any, such affice pradiculation has now to annot magaing all the about the contract of the ending the annotation of the ear-

3.0%. Serionstrant A Roard member may resign by a long to the Scattler of the control of the con

or at lare of the prediction: Board modern white of the modern with the large of the modern of the m

(1.5) Addicate grace (The Treathon's or have others or called the special of the

The institution of the manner of the mandern, from time the time, the character of the time, other house from the time of the characters, it is not the time to the time of the time of the characters of the characters

8) 3 · - - 6 [71 340 142.6

POTENDORSA SPE TO ERETUR OF SERVICE

1.01. Addition and America The Association of the Association of the Secondary of the testing of the the Secondary of the Sec

The first the participant (included the participant) of the construction of the constr

espisation that oaks, reptenting, ease tand all oaks to mainte maintent and committee to the committee of th

- (iii) the maintenance, repair and replacement of the utility lines, sewer and water submains, conduits and meters which service and benefit more than one Townhome;
- (iv) the maintenance (including street cleaning and snow removal) repair and replacement of the those portions of the private alley adjoining the Development;
- (v) the maintenance, repair and replacement of the trash storage and utility meter areas located on the Common Areas;
- (vi) the maintenance, repair and replacement of the electronic gate on the easternly border of the Development and all light fixtures throughout the Common Areas; and
- (vi) the payment of all charges and expenses associated with utility service to the Common Areas or utility service which benefits more than one Owner.

The Association shall have the right of ingress and egress over and upon the Development for any and all purposes connected with the responsibilities of the Association under this Section 4.01. In no event, however, shall the Association be responsible for the maintenance, repair and replacement of the Townhomes, including but not limited to the exteriors and roofs of such Townhomes or other portions of the Parcels which are not part of the Common Areas. Notwithstanding anything to the contrary contained herein, no Owner or Occupant may alter, add or change the exterior of a Townhome, including by way of illustration changes to the exterior painting and brick or stone, and the installation of television antennae or dishes, without in each instance the prior written approval of the Association.

- 4.02. <u>Insurance</u>: The Association is here's authorized and required to maintain a blanket policy or policies of insurance, including casualty insurance (but excluding the Townhomes), liability insurance, and worknen's compensation insurance, for the Common Areas. The Association shall provide insurance certificates to each Owner for all insurance so maintained.
- 4.03. Separate Real Estate Taxes: It is intended that real estate taxes are to be separately taxed to each Owner of a Parcel. In the event that, for any year, such taxes are not separately taxed but are taxed on the Development as a whole, the Association shall apply for and seek

in a survey of the contract of the contract of and the place with the contract of and the place with the contract of the contr

-nemin deside philodistripropropries respect (11)
information to select the following selection of the philodistripropries the contract of the parties of the contract of the

transport the contract of the

werdenisty of the finite season of comments of the finite season of the

representation (respected to the Tologous) of edit (res) " only the Tologous (normal) edition (reserve) that the edition becaling to The silver Communication of the spect time of the solution of the silver

constant in adopte state of the teach indication in the square of the adopted and party of the age of the teach and the teach of the application of the action decided with the requirement of the Association of the contract of the teach of the contract of

1000 cm towns of the brown of the brown of the brown of the configuration of the configuratio

independent of the teamer race of the product of the team of the condense of the team of the condense of the team of t

37574339

a division to accomplish the separate taxation and for such year, each Owner shall pay his proportionate share thereof in the same manner as provided for the payment of assessments and subject to the same enforcement rights as provided in Section 5.07 hereof.

- 4.04. Additional Powers: Without limiting the general powers which may be provided by this Declaration and the By-Laws, rules and regulations promulgated by the Board, the Board shall have the following general powers and duties:
 - (a) To elect the officers of the Association as hereinabove provided.
 - (b) To administer the affairs of the Association.
 - managing agent who shall manage and operate the Development for all of the Owners (and thereby provide uniformity in management and maintenance of all of the Parcels) upon such terms and for such compensation and with such authority as the Board may approve.
 - (d) To formulate policies for the administration, management and operation of the Development, and to provide for the implementation thereof.
 - (e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Development including by way of illustration, the establishment of procedures to review and approve changes to the exterior of any Townhome, and to amend such rules and regulations from time to time.
 - (f) To approve payment vouchers or to delegate such approval to the officers or the manager or managing agent.
 - (g) To provide for the designation, biring 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, upkeep, repair, replacement, administration, management and operation of the Development 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).

division to accompaint this partitud partitud and included of harmy a division to the control of a control of the control of t

The political decidable range of least the V.10.1 or interest political land of the interest parameter and provided by the content of the same of the content of the same of the content of the same of the content of t

metakirine in elokio keessiin ali sueto ai enkeles elokio ili ja elokio ka Etokolika

Leonard and the State of the Control of the Control

To conseque the second of the consequence of the co

periodistribution of policitus (en loured especial) A transpolavid Ledd, so product a pas de lourescapanes (inclusiva Partigues (es 100 reds anticital) semilyes est contractor police

entegar, functional propertion in the composition of a configuration of a configuration of the configuration of th

្រុកស្រែស កែវិ (10) ក្នុងទៅពេលការ៉ា មិនផ្តល់ផ្តល់ ១០០ ក្នុងស្រែក អ៊ុន (ប្រឹក្សា) (ទីការ៉ាងមន្តិកាន់សម្រេច (ស្រែកនាមួយ ១១៤) ម៉ែន (សេស ស្រែក អ៊ុនបក់ក្នុងសមាន (១១) ម (ទីក្រុស្តា សេស ស្រែក្រុស្តារៈ ស្រែក ស្រែក ស្រែក ស្រែក ស្រែក ស្រែក ស្រែក ស្រែក ស្រែក

The second of the section of the standard of the second of

UNOFFICIAL COPY 3 3 9

- (h) To estimate the amount of and adopt and distribute the annual budgets, and to provide the manner of assessing and collecting from each Owner their respective shares of such estimated expenses.
- (i) To establish and maintain demand deposit accounts or savings accounts at federally insured banks or savings and loan associations.
- (j) To adopt further rules of procedure for the administration of the Board and the Association, provided that the powers of the Board shall at all times be subject to the provisions of this Declaration, as now existing or as hereafter amended pursuant to the provisions of Section 7.01.
- (k) To exercise all other powers and duties of the Board referred to herein and to perform all acts necessary to implement this Declaration and other responsibilities delegated to the Board or the Association.
- (1) To retain legal counsel, accountants and other professionals as may be required for general purposes relating to the Development.
- 4.05. Capital Additions and Improvements: The Board's powers herein enumerated shall be limited in that the Board shall have no authority without the approval of all of the Owners to acquire and pay for out of the maintenance fund any acapital additions or improvements (other than for purposes of replacing or restoring those portions of the Development for which the Board is responsible under Section 4.01 hereof).

ARTICLE V

ASSESSMENTS - MAINTENANCE FUND

on or before October 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the expenses of the Association, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements (which total amount is sometimes herein referred to as the "Estimated Cash Requirement"). Prior to the initial meeting of the Board, the budget shall be prepared by the Beneficiary, in its sole and absolute discretion, and shall be based upon said Beneficiary's best

- or isotops and the set abigalization of maintain demand deposits are consisted in the set of the se
- continuous proportion in the continuous proportion of the content of the content
- saetaub long sker og dent, blo estodesse og skligger. Person det beskelt to tokkelt bende edt be og for Long tenter to the med token med for token bende edt be noonskalt to take end token bende token token token bende edt bende end token aktorianskelt bende edt token bende edt bende ed
- did the consideration of the c

V BENGARA

esunivimadaries - andresasera

so the formant of the broad and and entire the book was and the formant of the formant of the formant of the second with extinate other total and the medical formant of the medical of the required on the formant of the constitution of the required on the tense of the constitution, to be a received to the formant of the Actual of the Soarc to be a received for formant of the constitution of the constitut

estimate of the total amount of funds so required. The budgets prepared by the Beneficiary shall not be required to include a reserve for contingencies and replacements. 20 The Board shall notify each Owner in writing as to the amount of the Estimated Cash Requirement, which shall constitute the Board's proposed abudget a for #the following ayear, a together with a reasonable itemization thereof. Not more than thirty (30) - days #following * the * notification * from * the > Board * as * to the Estimated Cash Requirement and budget, the Board shall meet for the purpose of adopting a budget for the following calendar year. In addition thereto, on or before the date of cach sannual meeting of the Board, the Board shall deliver to each Owner an itemized accounting of Association expenses and disbursements for the spreceding scalendar, year actually incurred and paid, stogether with a tabulation of the amounts collected pursuant : to : the * estimates / provided, * and * showing \$ the inet was ount wover or short sof the actual expenditures, plus reserves.

Reserves for Contingencies and Replacements: Except as set forch in Section 5.01, the Board shall be obligated to maintain a reasonable reserve for contingencies and replacements. Ma I E the Estimated Cash Requirement proves inadequate a for a any a reason, a including a non-payment a of any Owner's assessment, the Doard may, at any time, levy a further assessment. The Board shall serve notice of such further assessment to reach. Owner affected by the further assessment by a statement in writing giving the amount and reasons a therefor, and a such a further a assessment a shall a become effective with the monthly maintenance payment which is due more athan eten s(10) adays after athe delivery sor amailing of such anotice of further assessment. A. A. Owners of a Parcels affected by the further assessment shall be obligated to pay the *adjusted monthly amount. * Notwiths anding anything to the contrary herein contained, it is unue stood that the Estimated Cash Requirement budget shall be a separate budget and that all additional assessments required with respect to each shall be shandled separately. As At the time each Parcel is conveyed by the Trusteesto an unrelated Owner pursuant to a bona fide sale, the purchaser; shall pay (in addition to all other sums arequired hereunder) to the Association, and amount a equal a to a two a(2) times a the then a current a monthly assessment required for such Parcel, which amount shall be used and applied to establish the initial operating reserve for common expenses. 78

5.03. Budget Determined by First Board: When the first Board takes office, it shall determine the Estimated Cash Requirement, as hereinabove defined, for the period

à llang let em lor estable de la talur mei la tolt per la transferación de la completa del completa de la completa de la completa del completa de la completa del la completa del la completa de la completa del la completa del la completa de la completa del la c of Leviper and demistrate and testing and the temper seems to describe the land testing and testing an Bootee that I cateful exchipers in weithing as to, the acceptance self every teach for every teachers, which about the bodeniaks odd Gretoper Carry Controller Set to: Softer berrages, ethicoe granida emijorromajiono, la areda necimalim lidecovnika e ustw of the first total end the modification from the book for the the Certifieted Carl Topics in the Land to the Board Prant Challe pulled field and area declared experir gold for the gauge will and decem useb extresses to pariotered for thin at lesses tennels provided these broad odd the control to enchare deans does to germeers entraged de patronnum becamest de remed donc et vilusios pregulebarios con besetu ado tel soresensidale has Licerto, and padd, logates who wish a thinlest conjugate abdenial palwords - the Chebivers sections et al. of transpired toddelles the met werme, over our care of the actust expendency よさがいよりいうは、おお文質

Field State September Continuence in Replacements. The Replacements of the Replacements of the Replacement o chergar vis god regrande var To Van Government valle for the ្ទានលើ ស បាប់មាន រ៉ូប៉ាស់ នៃជាបញ្ហា នៅបាស់ ប្រធានក្រុមប្រើស្វាប់ មេខាន់ ប្រឹក្សាយ៍សម្រេច នៅមានប្រឹក្សាយ៍ ប្រឹក ស្រាស់ មេនុក ខេត្តប្រឹក្សា នៃបានសមានប្រើស្វែង សមាសមានសុវិស្សាយ នេះបានសុខភាពស្ថិត្តបានសុវិសាយ៍ ១១៥៧ ริงเกราชนร์ (รายบาง ครั้ง ซึ่งเกรอน์นั้น (ก่อนหลัง เกราะ การ เรียบคุณต่อม และ โดยสำนั้น The theore set privite heldits by them asset in the second second the second the second the second them is the second the yeu ot hadenildo se lilado jasmiasano vensuti edi ya hefusika - not explicate and the expectative designs of the expectation of the Buttmaire du Roquitement budd a thus arthur de coparace out to the time. The confidence of the total and the control and the c ob dealt in besaind at separately. The the time and Parcell or car served as a collection of the free feet of an annual section of the feet and the collection of the feet of the collection of at mondistance forte, the purposers shall now line addition to na Cymeidrionaea, east fod Hirebouaach Leadenga Jewaa weddo ile windows there are two till the state of the control of Tiena innoces holder les les rous los les hes est innersees eriscerioniderese iblidiai ede derimitee od beligge bro kray ារខែសារនិង្សាសាធិប្រាស់គាល់។ ១៩៧

19.03.03.04.00.dept forbeimsened beitsel Erealde with the winder that the Sollended Casts for the Sollended Casts forbeing the Sollended Casts for particular for the second of the Sollended Casts for the Sollended Casts fo

commencing thirty (30) days thereafter and ending on December 31 of the calendar year in which said Board takes office. Assessments shall be levied against the Owners during said period as hereinafter provided. Each Owner shall be obligated to pay the monthly assessment attributed to his Parcel for the period commencing on the date of the recordation of the deed conveying the Parcel to such Owner and ending on the date of the recordation of a deed conveying the Parcel to a subsequent Owner.

- 5.04. Failure to Prepare Annual Budget: The failure or delay of the Board to prepare, serve or adopt the annual or adjusted estimate shall not constitute a waiver or release in any manner of any Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, wherever the same shall be determined, and, in the absence or any annual restimate or adjusted estimate, the Owner shall be obligated to continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until notice of the amount of the revised monthly maintenance payment shall have been mailed or delivered as hereinbefore provided.
- 5.05. Books and Pecords: 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 any Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon tent(10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due to and owing from such Owner.
- 5.06. Status of Collected Funds: All funds collected hereunder shall be held and expended for the purposes designated herein, and shall be deemed to be held for the benefit, use and account of the Owners who paid the came.
- 5.07. Remedies for Failure to Pay Assessments: The Estimated Cash Requirement and any further assessments in connection therewith shall be assessed against each Parcel, pro rata, by multiplying the Estimated Cash Requirement by the applicable Ownership Percentage. Each unpaid monthly or special assessment shall constitute a lien against the Parcel owned by the defaulting Owner in favor of the Association from and after its due date and shall bear interest at the rate of two percent (2%) per annum in excess of the reference rate of interest from time to time publicly announced by the Continental Illinois National Bank and

-mercol no painte has just or our read to be incomed to the grain making and the less of the second based of the second second to the second second to the second second to the second second second to the second second to the second second second to the second s

Jivingas had seem hand to have been to be some and had privilly in the seem of the seem of

terminal (1997) is a final state of the same of the sa

The stranger of the standard of the second specifical stranger of the second specifical specific

Trust Company of Chicago commencing fifteen (15) days after its due date until paid. If an Owner is in default in the monthly payment of the aforesaid charges or assessments due to the Association for thirty (30) days, the Board may bring suit of for and you abehalf yof hitself and was representative of all Owners, to enforce collection thereof for to foreclose the { lien witherefor * as * hereinafter * provided, por * both; * and there shall be added to the amount due the costs of said suit and reasonable attorneys' fees and expenses to be fixed by the court. To the Fextent not precluded by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become lien for scharge against the Parcel wowned by the defaulting Owner, and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against areal aestate. A Unless otherwise provided ain this; Declaration, & the (members of white; Board @ and wheir successors ; in $\{of(1)e\}$ acting $\{on\}$ behalf $\{of(3)the(3)non-defaulting\}$ Owners, & shall whave a the a power to a bid a in a the winterest was foreclosed at a foreclosure sale, and to acquire and hold, lease, mortgage sand; convey sthe same. Per Said lien shall stake effect and be in force upon the recording of notice of such lien with the coffice of the Recorder of Deeds of Cook County, allinois. E. Said alien shall be aprior ato all other; liens and encumbrances, are colded or sunrecorded, sexcept only (i) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the State of Illinois and other state or federal, taxes which by law are a lien on the interest of such % Owner & prior * to pre-existing & recorded & encumbrances thereon and %(ii): the; lien of mortgages or; trust; deeds asecuring notes owned or held by any bank, insurance company or savings and loan association or other lender providing bona fide purchase money financing to the Owner recorded prior to the recording of the anotice of the glien of the Association and to all monthly and special assessments which become due and are unpaid subsequent to the date of recording of such mortgage. Any holder of such mortgage who acquires title to a Townhome by foreclosure of the mortgage or by a deed in § lieu of foreclosure shall not be liable for, and shall take the Townhome free from claims for unpaid common or special assessments alevied by the Association which claims accrued a prior to the date such mortgagee acquired title.

Any holder of a mortgage encumbering a Townhome, upon request to the Association (such request to state the name and address of such mortgagee, and the Townhome number), shall be entitled to timely written notice of:

Truck Companies Thirdead to be in the Citicara (15) days larger ica windinesabi mi ship record on it i hicy tithe which end est .อนก (จริยเพลเรอ) ฮัร (ซุลฺ์ เคริญชอสา โดยจริงอธิ์ - คลมี รู้ อาสกองกุลภู ซูโสริกกัล polad you bacco and teach (this staid) not notes nobes at a of ho exitationergus ar has tilgadi do liteled on two to. Thes esticovaris, to santorio polimento aprodus et jarenvo ils the like therefor as hereinefror growthed, or motor and the like the contract that bewid ad of bernagro the real tageriotic elemenes by this mokaliab yak ya bebiliozaka kila kasako sili oz likiwa, sili yo នាសម្រេស សុវជ ម៉ូន និងបានដី ១ មានជំនិញមានគា ក្លាស់ ២០០ ២៩. ១១ ១៨បុរិស្ថាន ប្រទេស ម ent 6260 kun takgakum un kapa da biranu fun un ungulieb von ta red fine, of flada dimniholog products contibue visco, placaes ခြောင်းသြန်း မှုတ် ကြောင်းသော မြောင်းသော မြောင်းသို့ အသည် မြောင်းသည်။ မြောင်းသည်။ မြောင်းသည်။ ပြုတို့ခြဲချောင်းသောကို ကြောင်းသည် ကြောင်းသည် မြောင်းသည်။ မြောင်းသည် မြောင်းသည် မြောင်းသည်။ မြောင်းသည် မြောင်းသည် in the rains of the found of the tree case of Garrelpoints of lient accides that events. Indiaes thereteld provided the objection in accident of the post of their sections respons to office, accumy on brhalf of the normhologicity of the characters of the c foreclosed or a largefourie, sale, to to require and hold, issue, marragary and course the room will floorwhip to e effect and by in Surce, upon the Surding of nation of scritting to said the scritting of scritting of scritting of scritting of street of street size with the prince of street of attention of street of attention size all attentions and each tent of survey of street of attention or survey of street of survey or survey of attention or survey or s (it) Pains, repositivisas promises of a special texas theretoping and the content of th such frace pains to the extering tenderfedament annual rannes to the second thousand the second the second that the second the second part of the neutring and Alexander and Alexander and Alexander and Alexander and Alexander of tolig behades read ins as appropriate value research chiff russelvoiste mis for aut to to to to to the time the residence of the extraction of the course of th doug Worder and the sect of a control of the contro of of the earligner care of resonant to replication to. or the sold yatho same room oil In campalanted ya soldowr. jed of gorectource sight motified that for and shall take Sterming the contract the colling for any at common or special assessments levied by the Alexalorium which other neviews Leidli hert don edergrick dave adet edt et leite

independence to the contract of the contract o

- (a) Any proposed amendment of the Association Instruments effecting a change in (i) easement rights appertaining to any Townhouse (ii) the interests in the Common Areas appertaining to any such Townhome or the liability for common expenses, (iii) the number of votes in the Association appertaining to any such Townhome or common Areas are restricted;
- (b) Any condemnation loss or any casualty loss which affects any such Townhome which loss exceeds \$1,000.00;
- (c) Any delinquency in the payment of assessments or charges owed by an owner of such where such delinquency has continued for a period of 30 days; and
- (c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VI

EUCROACHMENTS

ments constructed by the Beneficiary now or hereafter located primarily on any Parcel econoaches or shall hereafter encroach upon another Parcel or the Common Areas, valid easements for the maintenance of such encroachment are hereby established and shall exist; for the benefit of such improvements so long as such encroachment shall exist.

ARTICLE VII

GENERAL PROVISIONS

7.01. Amendments: The covenants and rescrictions of this Declaration shall run with and bind the real property subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association, the Beneficiary, the Trustee and each Owner, their respective legal representatives, heirs, successors and assigns. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than five-sixths (5/6) of the Owners; provided, however, that any provision relating to the rights and obligations of the Trustee or the Beneficiary may not be amended without the express written consent of the Beneficiary; further provided, that Section

Conditività in angunament in the controlle part in the controlle problem in the controlle problem in the controlle part in the contr

r thousan (que que apolicaciónication), qua (etc) (etc) Simpoxetteral delán amedicant que e que escella octiva real Si escolationes de la companya de l

do vide a rous de de l'est de consumble: Les vas de l'elle de consumble: Les vas de l'elle de consumble: Les vas de les de consumbles de consumble: l'elle d

idnituaen dan Tootaalisterrik, engel konk (14) Tiplik kel modifisation ofdany value perakanan yak itomberitiben Ageotaetibe

APPROCES

Strikk hebetaints

RELIA REDILERA

SERTRAD PROVISIONS

The first tectorables shall run with and hind there eath property of the realist coup.

The rubge read this sectoration of the accordance and hind there eath property of the coup, the accordance is eather by the accordance that the coup, and coup, and coup, the coup, and coup, the coup

UNOFFICIAL COPY 5 7 4 3 3 9

6.01 may not be amended without the express written consent of the Owners of and all mortgagees having bona fide liens of record against the affected Parcels. Any such amendment shall not become effective until recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

7.02. Trustee and Beneficiary Rights:

- the Beneficiary or its designees shall exercise the powers, rights, duties and functions of the Board and the Association, with all the rights, indemnities and imminities contained in this Declaration; provided, however, that the Beneficiary or its designees may in their sole and absolute discretion relinquish such powers rights, duties and functions at any time prior thereto. If, without fault of the Trustee or its Beneficiary, the Owners shall not have elected a Board before the powers of the Beneficiary shall have expired hereunder, such Deneficiary may, but shall not be obligated to, continue to serve and have the powers herein set forth until such Board is elected, but in all events shall resign if and when required to resign under applicable law.
- (b) The Trustee and the Beneficiary shall each have the right to specifically assign the rights, privileges, powers, options and benefits reserved to each of them under this Declaration, and upon such specific assignment, the assignee shall be entitled to said rights, privileges, powers, options and benefits as fully and to the same extent and with the same effect as if such assignee were herein by name specifically granted such rights, privileges, powers, options and benefits.
- 7.03. Trustee's Rights Inure to the Benchit of its Designees, Successors and Assigns: All powers, privileges, easements, rights, reservations, restrictions and limitations herein provided or otherwise created for the benefit of the Trustee shall inure to the benefit of the Trustee's designees, successors and assigns, including, without limitation, any holder of mortgage from the Trustee which holder acquires the Trustee's interest in all or part of the Parcels by foreclosure or deed in lieu thereof.
- 7.04. Notices: Any notice required or permitted to be sent to any Owner under the provisions of this Declaration or the By-Laws of the Association shall be deemed to have been properly sent when mailed by certified mail, return receipt requested, postage prepaid, to the last known

7,64, Trustee act benefittiony Pights:

the Beneficially for the the meaning of the consist condithe Beneficially for decided conditions of the burder of the burder. The Access ties the burder of the conditions of the burder of the conditions of the solutions of the solutions of the solutions of the solutions of the conditions of the co

in the region of the condition of the Beneficiary stall earth law the region of the cold earth law that the region of the cold earth provided the cold earth provided the cold earth earth

respondent fings with assigns that powers, retail the second of the configuration of the conf

or testiming the heatoper epriod the creedition of the Colored of the Endown society and colored of the End of

address of the person who appears as Owner on the records of the Association at the time of such mailing. Any notice required or permitted to be sent to the Association under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when mailed in the same manner as notice to an Owner, addressed to the Association, c/o their legal registered agent or at such other place as may be designated by the Association pursuant to notice. Notice shall be deemed given when deposited into the United States mails.

- 7.05. Nonwaiver of Covenants: 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 same, irrespective of the number of violations or breaches which may occur.
- directors and any other 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 as such directors or officers. Each agreement made by such directors or officers or by the managing agent on behalf of the Owners or the Association shall be executed by such directors or officers, as agents for the Board or Association. The Owners shall indemnify and hold harmless the Board, and each of them, against all concractual liability to others arising out of contracts made or chehalf of the Board and/or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of each Owner sarising out of this paragraph shall be a pro rata percentage of the total obligation computed in accordance with Section 5.07.
- 7.07. Enforcement: Enforcement by the Association, the Trustee, Beneficiary or any Owner of the easements, covenants and restrictions in this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any easement, covenant or restriction, to restrain violation and/or to recover damages, and against the land to enforce any lien created by these covenants. 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 all other rights herein set forth, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. An Owner determined to have violated this Declaration shall reimburse the Association for its costs of enforcement including, but not limited to, reasonable attorneys fees and expenses.

Red hispital eds her the sort of the the sold has been produced and and her hispital and the construction of the sold of the s

Agent Advendra in terminament de periories in terminament de periories in terminament de periories de periori

contacts and any brain orbital and the following for any elisted as consisted any elisted as contacted and following for any elisted account of devices and any elisted account of devices and any elisted of indepents or orbital and indepents or orbital and indepents or orbital and the following a count of the late of late of the late of the late of late of

the True to the street of the converte of the transfer of the formation, the converte of the first of the converte of the first of the converte of the first of the converte o

37574139

- 7.08. Waiver of Damages: Neither the Trustee, the Beneficiary, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted to or delegated by or pursuant to this Declaration or in the Trustee's (or Beneficiary's or their respective representative's or designee's) capacity as developer, contractor, Owner, manager or seller of the Development whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them, (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused or (c) shall arise ex contracturor ex delictu (except in case of willful malfeasance).
- 7.09. Title in Trust: In the event title to any Parcel is conveyed to a land title holding atrustee a (other & than the Trustee pursuant to a trust agreement which provides that all powers of management, poperation and acontrol of such Parcel remain vested in the beneficiary or beneficiaries of such atrist, then the beneficiary for beneficiaries of such trusc shall be deemed to be the Owner of such Parcel for purposes of this Declaration and any Erules 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 a charge or lien upon the Parcel and the personal obligation of the beneficiary or beneficiaries of such strust notwithstanding any stransfers of the beneficial interest of any such trust or any transfers of title to such parcel. However, no personal liability shall ever be asserted against the Beneficiary, or any entity owned or controlled by, or under common acontrol with, the Beneficiary, all such liability being specifically limited to the trust estate of that title holding trust.
- 7.10. 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 limitations, 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 the United States Senators from the State of Illinois serving at the time of the recordation hereof.
- 7.11. Assignment: The Trustee and Beneficiary shall have the right to assign any or all of their rights

-19-

Fear ficiety, waiver of absorber the Administract transfering and finity of the first of a sear ficienty, and the first of the contract of the first of a sear and the contract of contract of contract of the contract of contract of the contract of contract of the contract of contrac

Parcel is conveyed to the time the constant filler of the constant for the constant in the constant of the con

Tyaif, reverse of the constitution of the first section of the constitution of the con

g minifered bekenderen voor vermendigen. It is 18.5 voor 18.5 voor

and privileges hereunder by deed or other instrument upon such terms and conditions or with such limitations as they deem fit.

7.12. Interpretation: The article and section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

THIS DECLARATION is executed by HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in hit as such Trustee, sand anota personally. A It is expressly sunderstoca and agreed by every person, firm or corporation hereafter claiming any pinterest nunder this Declaration that neither MARRIS, TRUST AND SAVINGS BANK nor the trust/beneficiary shall bear personal responsibility for the performance of any obligations, duties, covenants and agreements therein. set forth; and further, that no duty shall rest upon HARRIS TRUST AND SAVINGS BANK, either personally or as such Trus- & tee, to sequester trust assets, rentals, avails or proceeds of any kind, por otherwise to see, to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration. > In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on Rany question of Rapparent Bliability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

the said HARRIS TRUST AND 🐭 in - witness 🦫 whereof," SAVINGS BANK, as Trustee as aforestid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Vice President and attested by its (Assistant) Secretary, this Cotto day of OCTO BEA . 19 1

> HARRIS TRUST AND DAVINGS BANK, as Trustee; as aforesaid, and not personally :

ATTEST:

(Assistant) Secretary

naides Challetetet a Cerri, cartetendetender 12.1.5. Bestrage ers trechtet tät frem erbrichen entryter 2.1.5. Trauttand wich ern substantivs vitter in Abrilo boolsrathen.

des gratic [6] Stant [a beruseks [2] etter 1924 og 1947 [3] det beruseks mit hetter (3) hat seen etter beruseks met beruseks mit hetter (3) hat seen etter beruseks mit hetter (3) hat seen etter beruseks mit het berusek hetter beruseks hetter beruseks

Colorander simmed bles add (someoti simulation) at all social educations and social educations of social so

HABELL TWOST CNO SEVENGS CRUMS As leaving of oforesity padents Octavens the Carlo of the Carlo

military of its stay

· 并曾有学生在

ข้าตัวขึ้นแกลย์ ได้ที่คัดได้แกลยี่ผู้ว

STATE OF ILLINOIS)

COUNTY OF GOOK)

Patricia R. Vanderlinden, a Notary Public in and for the County and State aforesaid, do hereby certify that NAMA ILLEWIS JR ASST, Vice President of HARRIS TRUST AND SAVINGS BANK ("Bank"), and ALLINITH E. PIEKUT (Assistant) Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and (Assistant) Secretary, respectively, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said (Assistant) Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said Bank, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this <u>lovk</u> day of <u>October</u>, 1997

Notary Public

My Commission Expires:

Patricia R. Vanderlinden State Manage Patricia R. Vanderlinden Manage Patricia R. Vanderlinden Manage Patricia R. Vanderlinden State of Hamila Patricia R. Vanderlinden State of Hamila Patricia R. Vanderlinden R. Vanderlind

RICHTICI OF BYSTR Property and Property

bas id silded yeddek or refailtrebay. Assulato ter the desiry and brate interestrict, he serebe correction upha thuan around his inclusion which a person าให้เมื่อให้ได้ หลัยเข้า ที่ ชหิสัต พิฮซ์ติ และ dagaga faces of 132 11 Lia Friedrich Statementy of sair Bond, confidently talent terme, to be ton this percent of the same as the same to be seen a cody bearing toward ly endaged the transparence, then detable in the AVA creation for the committee respectively, spraind is form to person and distributed their oth thee and voluntary ages, and as photores as normality ages actions and participations are forthe and the salitifactories secretary did also then and the corporated sect of hate deak, and alica the said instancent as the com setd Back, for the gree and purcased breaking oct for the

you grant of the designation of the told the holder bear to The second secon Ny Camalanian Espiracy Y.

ACTORY FULLIE

UNOFFICIAL COPY

3 7 5 7 4 J 3 9

SUBORDINATION OF MORTGAGE

Enterprise Savings Bank, F.A., a federally chartered savings association, holder of a mortgage lien encumbering the Development recorded in the office of the Cook County Recorder of Deeds on November 7, 1986 as Document No. 86526875 hereby subjects and subordinates its mortgage lien to the foregoing Declaration of Covenants, Conditions, Restrictions, Party Walls and Easements for CITYPLACE on Labelle as if said mortgage was recorded and the loan secured thereby disbursed following the recordation of said Declaration.

federally chartered savings association, has caused this Subordination of Mortgage to be executed by its duly authorized efficers on this 2/2 day of September, 1987.

Bv:

y: Storge & Zund

ATTEST:

Asst Secretary

र्वे ते राज्य के प्रति के स्वार्थ स्वार्थ के ាំស្នង (ស្វារមេការ ខែការ ម៉ែន) ម៉ាងមាន (ប្រើ (នៅការសេសកម្មា (ពេល (ការកម្មជា) និស (ក្រុមពី (ប្រកួត្តិគី कर्मी क्रमान्द्री होता. कार्ने कन्याद्री हैव वर्षण हैता क्रमान कर्मा कर्मा कर्मा कर्मा है । क्रमान क्रमान क्रम इसमें the seeds and pretation of Coverates, Committees 。 表现的某类类类类类的 NA BUNGSTER CON SHARMONEY SHO STEW STEEL ne productive in the space of the branching to the tender place of the production of the grant product

कित्ती, के तो तो तक कि अकुम के ने किया के देव ते प्रकेष कर्म मुख्य की स्वयं क्षत्र समान कर किया के महिल्ला का न ្រុមប្រទេស នេះ ស្រាស់ ស្រុមប្រទេស មួយ នេះ ប្រទេស ប្រទេស ស្រែក ស្រែស្រែក ស្រែស្រែក ស្រែក ស្រែក ស្រែក ស្រែក ស្រែ ប្រទេស ស្រុមប្រទេស ស្រែក ស្រែស្រែក ស្រែស្រែក ស្រែស្រែក ស្រេស ស្រេក ស្រេស ស្រេក ស្រែក ស្រេក ស្រែក ស្រែក ស្រែក ស្រែស ស្រែក ស្រែស ស្រែស ស្រេស ស្រេក ស្រេស ស្រេស ស្រេស ស្រេស ស្រេក ស្រេក ស្រែក ស្រែក ស្រែក ស្រែក ស្រែក ស្រែក ស ស្រេស ស្រែស ស្រែស ស្រែស ស្រេស ស្រែស ស្រែស ស្រែស ស្រេស ស្រេស ស្រេក ស្រេស ស្រេក ស្រេក ស្រេក ស្រេក ស្រេក ស្រេក ស្រ

STATE OF Illinois SS COUNTY OF Cook , a Notary Public in and I, Anne Traxler 🦠 🔻 for the County and State aforesaid, do hereby certify that George C. Eierdam Vice President of ENTERPRISE SAVINGS BANK, F.A. ("Bank"), a federally chartered assoc, and Carol Batelli Assistant (Secretary of said Bank, personally known to me to a be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, orespectively, wappeared shefore smessin persons and sacknowledged that athey signed and delivered the said instrument is their own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes therein sat forth; and the said Assistant Secretary did also then a and there acknowledge withat the, was custodian afor a the corporate [seal of asaid Bank, adid affix the said instrument as his own afree and avoluntary act, and as the free and voluntary act of said Bank, sfor the uses and purposes therein set forth. Given under to hand and notarial seal this 21st day ember 20 87. September lotary Public Same to Sp. Sections My Commission Expires:

Hospital Big. State

化医疗基金为对产量的 党里组织的第

the control of the co

(មុខ ខែរបស់ប្រាស់ (១០ ២០១៨ បុរស បានប្រាស់ ក្នុង (៦)

The same was a second of the same of the same

The Hamiltonia

EXHIBIT "A"

PARCEL 1:

Lots 2 and 3 (except the 14 feet in said lot taken for widening LaSalle Street) in Hagenan's subdivision of lot 2 in block 21 Bushnell's addition to Chicago East 1/2 of Section 4, Township 39 North, Range 14, East of the third principal meridian, in Cook County, Illinois.

PARCEL 2:

Lot 4 (except the): feet in said lot taken for widening LaSalle Street) in Magenan's subdivision of lot 2 in Block 21 in Bushnell's addition to Chicago in Section 4. Township 39 North Range 14. East of the third principal meridian, Cook County, Illinois. 17.04-404-019

"A" PTE LHXB,

PARCOLL I:

Land 2 and 3 (except the 14 feor) in said lottrake.

ier widening tabeller birect) in Hagenou's tabilision

if the 2 intrinses it fusher its indiceon to this con
hate if of fuction if Tounchip is the np, sangeril,

hate be the teind principal meridial, in rook fourly,

listens.

Pagerga 2: 5 [5]

Lot a midential in the case is the tole of the section of the sect

EXHIBIT "B"

LOTS 2, 3, & 4, (EXCEPT THE EAST 14 FEET OF SAID LOTS TAKEN FOR WIDENING LA SALLE STREET) TAKEN AS A SINGLE TRACT OF LAND IN HAGENAN'S SUBDIVISION OF LOT 2 IN BLOCK 21 IN BUSHNELL'S ADDITION TO CHICAGO IN THE EAST 1/2 OF SECTION \$4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- DWELLING PARCEL A: THE EAST 29.77 FEET OF THE SOUTH 1/2 OF THE ABOVE DESCRIBED TRACT.
- DWELLING PARCEL B: THE WEST 31.76 FEET OF THE EAST 61.53 FEET OF THE SOUTH 1/2 OF THE ABOVE DESCRIBED TRACT.
- DWELLING PARCEL C: THE SOUTH 1/2 (EXCEPT THE EAST 6.53 FEET THEREOF) OF THE ABOVE DESCRIBED TRACT.
- DWELLING PARCEL D: THE NO (THE 1/2 (EXCEPT THE EAST)
 61.53 FEFT THEREOF) OF THE ABOVE
 DESCRIBED TRACT.
- DWELLING PARCEL E: THE WEST 31./5 FEET OF THE EAST 61.53 FEET OF THE NORTH 1/2 OF THE ABOVE DESCRIBE) TRACT.
- DWELLING PARCEL F: THE EAST 29.77 FEET OF THE NORTH

)///00

national main

ELECTRICAL VARIOUS AS ARREST AS A CARREST OF THE COURSE OF THE CARREST AND ELECTRICAL STRUCTURE OF THE ARROYS DIRECTRICAL STRUCTURE OF THE

TEAR THE TAY THE TOTAL T

THE REPORT OF THE PARTY OF THE

EWILDLING PARCEL H: THE WIST NEWS PRINT FOR TREE BASE 61.43 PRINT CHE COUNTY OF THE PRINT WORTH SALVE OF THE COUNTY OF THE PRINT WARDE.

incres (and chost tead of the fold four and compared with the ways towns continuous avoid him as of the compared by

EXHIBIT "D"

OWNERSHIP PERCENTAGE

PARCEL	% OWNERSHIP
A	16.666
В	16.666
c	16.666
D	16.666
E	16.666
F	16.666
0/2	100.00%
F COAC	
	0,,
	76
	CO

·西西 美国联络公司

OWPERSHIP PERCENTAGE

PARTICIPATION OF THE PROPERTY					PARCEL
sagina december					100
1600.81					
Sales and Albert					
1.1000.31					
s galatin (filiab)					
116.056 ()					
39.001.					4
					2
					1.2
The section is a second of					
J. (\$00.081)					
geri a G ire, Osia. Magazi yan esinten	4				
		No. of the last			in Park Section
					Section 1
	A: 10 (1)	9			
			U/		
			(0)		
			×	16	
				0'	
					Sc

SUBORDINATION OF MORTGAGE

Enterprise Savings Bank, F.A., a federally chartered savings association, holder of a mortgage lien encumbering the Development recorded in the office of the Cook County Recorder of Deeds on November 7, 1986 as Document No. 86526875 hereby subjects and subordinates its mortgage lien to the foregoing Declaration of Covenants, Conditions, Restrictions, Party Walls and Easements for CITYPLACE on Labelle as if said mortgage was recorded and the loan secured thereby disbursed following the recordation of said Declaration.

IN MITNESS WHEREOF, Enterprise Savings Bank, F.A., a federally chartered savings association, has caused this Subordination of Mortgage to be executed by its duly authorized officers on this ______ day of ______, 1987.

C	By:
ATTEST:	

575712839

THE RECORD REPORTED BY THE PROPERTY OF THE PROPERTY.

eking a kangul (filozofini 1812). A.R. Joseph polar (2014) 1907 a car grannadan polar neli Langar (1801 a Caranda 2017) a caranda a caranda a caranda grandon, son ving igo istrictor end ut conseque de anglance de น้องหลัง คลงหลังเล่า เลือง ก็สังเกรียกกับ ก็ก็ ออกโดยเกิด ได้ก็ก็ ครั้ง เลือก ไม้ก็ก็ผู้เป็นอยให้เร nell-creptum, are verseller no beller between Carlo Carlo Contraction of the Carlo nedicase has listered as the second consequence in the lateral description of the lateral consequences.

Madayng salvasebne Vergerhy abiilts ridi. Basuna, aki kandirniyasa asrivsa kasaban ahi ilisasi kasaban Surasikan ahi ahi ahi ahi ahi ahi kasaban kasaban ahi ahi ahi ahi ahi ahi ahi a Arthur Margarett new auert Practe nitredicus

UNOFFICIAL COPY 8 7 5 7 4 3 3 9

STATE OF ()			
to decrease explaining the property of the second			
COUNTY OF THE ACT OF THE COUNTY			
		e karing a langer of	
for the County and State aforesaid	a Notary Pub	olic in and	1
for the County and State aforesaid	, do hereby co	ertify:that	
Vice President	of ENTERPRI		
BANK, F.A. ("Bank"), a	, an	d	.97 10
Assistant Secretary of said Bank, p	ersonally know	vn to me to	l i
be the same persons whose names are	subscribed to	o∗the≀fore-	andre de la companya
going instrument as such Vice President	dent and Assis	tant {Secre-	
tary, respectively, appeared befor	e me sin spers	on and ac-	$(m_{ij})_{i=1,\dots,n} = I$
knowledged that they signed and de	livered the sa	iid instru-	
ment as their own free and voluntar	y accs, and a	is; the free	
and voluntary action said Bank, for	rithe uses ar	id: purposes	
therein sec forth; and the said Assi	scant secreta	ry did also	
then and athere acknowledge athat the corporate seal of asaid Bank, did a	s, mas .custoui. Ffiv≈tha:aaid.	an % for % the	
as his own; free and voluntary act,	and ac the fro	rinstrument	
untary act of said Lank, for the u	and as the itt	esanusyoi-	***
set forth.	ses and purpos	Jes Cherein	
	e a la l		
Given under my land and not	arial seal thi	s dav	
of 1967 were the stor, 1978, a regular			
	4		
No Cary	Public		
	. DEFT-01		### \$51.00
	T#3333 ' TRAI	4 1382 10/23/87	i5:ů2:00 -
My Commission Expires:	43563 4 C	¥−87−57 ATY RECORDER	74839 \
	Cuur. Luu	ALL KULUKUKK	
	C		
	· / / / /		

87574839

BANGER DE BERTHER DE STATE DE

The contract of the contract o

wind line and the contract of the seal that seal the contract of

ក់ ស្រីល់បី សូចស*ា*ត់

Total Miller of Trace from 1 1 1 1 1 1 1 1

es light holesinmo