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

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DECLARATION OF COVENANTS, 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").

WITNESSETH: that

WHEREAS, 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 Trustee 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 to time, certain mutually beneficial 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, 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, occupants and other persons hereafter acquiring any interest in the Development shall at

THIS INSTRUMENT PREPARED BY

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

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PLAT WITH THIS DOCUMENT

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OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS
CHICAGO, ILLINOIS

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CHICAGO, ILLINOIS

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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. Parcel: The six (6) separate portions of the Development depicted on the Plat and legally described on Exhibit B attached hereto 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 CITYPLACE on LaSalle Association, its successors and assigns.

1.05. Board: The Board of Directors of the Association, as constituted at any time or from time 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.

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The Board of Directors of the Cook County Clerk's Office shall have the honor to acknowledge the receipt of your letter of the 10th day of March, 1960, regarding the proposed changes in the organization of the Cook County Clerk's Office. The Board is pleased to advise you that the proposed changes have been approved by the Board and will be effective on the 1st day of April, 1960.

ARTICLE I DEFINITIONS

For the purpose of this Act, the words and terms used in this Act shall have the following meanings:

1.01. "Board" shall mean the Board of Directors of the Cook County Clerk's Office, as organized and constituted under the provisions of this Act.

1.02. "Clerk" shall mean the Clerk of the Cook County Clerk's Office, as organized and constituted under the provisions of this Act.

1.03. "Person" shall mean any natural person, corporation, partnership, firm, association, or other legal entity, whether or not organized under the laws of the State of Illinois.

1.04. "Director" shall mean any member of the Board of Directors of the Cook County Clerk's Office, as organized and constituted under the provisions of this Act.

1.05. "Office" shall mean the office of the Cook County Clerk, as organized and constituted under the provisions of this Act.

1.06. "Act" shall mean this Act, as amended from time to time.

1.07. "Law" shall mean any law of the State of Illinois, as amended from time to time.

1.08. "County" shall mean Cook County, Illinois.

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Property of Cook County Clerk's Office

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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. Townhomes: 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 hereto and made a part hereof.

1.12. Party Walls: The Walls separating the Townhomes, above and below grade including the parapet separating the roofs.

ARTICLE II

PROPERTY SUBJECT 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, alleys 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, 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.

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1.10. The Board of Directors of the Corporation shall have the right to acquire, lease, purchase, sell, convey, mortgage, and otherwise dispose of all or any part of the real estate owned or controlled by the Corporation, and to execute and deliver all instruments necessary to carry out its powers and duties.

1.11. The Board of Directors shall have the right to borrow money on behalf of the Corporation, and to execute and deliver all instruments necessary to carry out its powers and duties.

1.12. The Board of Directors shall have the right to acquire, lease, purchase, sell, convey, mortgage, and otherwise dispose of all or any part of the real estate owned or controlled by the Corporation, and to execute and deliver all instruments necessary to carry out its powers and duties.

1.13. The Board of Directors shall have the right to acquire, lease, purchase, sell, convey, mortgage, and otherwise dispose of all or any part of the real estate owned or controlled by the Corporation, and to execute and deliver all instruments necessary to carry out its powers and duties.

ARTICLE II

PROPOSED SUBMIT TO THE CORPORATION

2.01. Subject to the provisions of this Section, the Board of Directors shall have the right to acquire, lease, purchase, sell, convey, mortgage, and otherwise dispose of all or any part of the real estate owned or controlled by the Corporation, and to execute and deliver all instruments necessary to carry out its powers and duties.

2.02. The Board of Directors shall have the right to acquire, lease, purchase, sell, convey, mortgage, and otherwise dispose of all or any part of the real estate owned or controlled by the Corporation, and to execute and deliver all instruments necessary to carry out its powers and duties.

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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 portions 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.

2.05. Easements to Run with the Land: Except as otherwise specifically limited in this instrument, all easements and rights described herein are easements appurtenant running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the 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 obligation 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.

2.06. Easement For Trash Storage and Removal and Utility Meters; An easement over and across the Common Areas is hereby declared and granted for the benefit of 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.

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2.07. Water and Sewer Easement: An easement over, under and across the Common Areas is hereby declared and granted for the benefit of the Development, the Beneficiary, and all Owners and Occupants, and their respective licensees and invitees for the installation and maintenance of a (a) storm and sanitary sewer submain connecting the Development to the storm and sanitary sewer maintained by the City of Chicago in LaSalle Street and (b) water submain connecting the Development to the water main maintained by the City of Chicago in La Salle Street; it being understood and agreed that the obligation to install and maintain said submains shall be borne by the Trustee prior to the sale of a Townhome and thereafter by the Owners acting together through the Association and that such obligation shall be enforced in accordance with the provisions of Article V hereof.

2.08. 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, however, 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 thereon, 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.

(c) The right of the Trustee or the Association 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 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.

(d) The reserved right of the Trustee or the Association to grant easements for utility purposes, as provided in Section 2.03 hereof.

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(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 for the maintenance and repair of said Party Wall, including all structural elements 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 event that a Party Wall is in need of repair or rebuilding, the same shall be rebuilt in the same place and with the same or comparable materials as existed prior to the event giving rise to the need for repair or rebuilding. The covenants and rights herein granted, together with the obligations herein imposed, are covenants running with the land to remain in full force and effect perpetually; provided that nothing herein contained shall be construed as a conveyance 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 the interior of a Townhouse or relates to utility lines or ducts solely for the benefit 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 Trustee 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 rental devices for the purpose of aiding the sale or leasing of the Townhomes, (b) maintain sales, business and construction offices, and models on the Development to facilitate the sale 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 or leasing of the Townhomes, (d) store construction material on the Common Area when and where it deems such necessary in conjunction with the renovation, repair, maintenance or construction of all or any part of the Development, and (e) to avail itself of all utilities and utility conduits serving the Development or any portion thereof without the consent of any Owner, the Association or any mortgagee.

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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:

(a) Quorum; Procedure: The presence at any 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.

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1.11. This is to certify that the following
names have been elected to the Board of Directors
of the Cook County Clerk's Office for the term
ending on the 31st day of December, 1966.

BOARD OF DIRECTORS

1.12. The following names have been elected
to the Board of Directors of the Cook County
Clerk's Office for the term ending on the
31st day of December, 1966:

1.13. The following names have been elected
to the Board of Directors of the Cook County
Clerk's Office for the term ending on the
31st day of December, 1966:

1.14. The following names have been elected
to the Board of Directors of the Cook County
Clerk's Office for the term ending on the
31st day of December, 1966:

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(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 to occur of: (i) sixty (60) days after five (5) of the Parcels have been sold and fee simple title thereto conveyed, or (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 control of the Association notwithstanding 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 February of each 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 designated 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.

(c) Regular Meetings of the Board: The 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 Meetings 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 shall be called by the President of the Association or a majority of the Board, upon notice of 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) hereof.

(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, pledge or 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 Secretary who shall keep the minutes of all

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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 IV

POWERS AND DUTIES OF THE ASSOCIATION

4.01. Maintenance and Repair: The Association shall be responsible for the maintenance, insurance, upkeep, 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;

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Members of the Board and a majority of the members of the Board shall be elected by the members of the Association at the annual meeting of the Association. The Board shall have the final authority in all matters relating to the Association and its property. The Board may by resolution create additional classes and elect members thereof, and fill any vacancies in any class being the next annual meeting of the Association.

3.02. Organization: A Board member may resign at any time by giving notice in writing to the Secretary and the resignation shall be effective upon the date of the next meeting of the Board. The Board shall have the authority to fill any vacancies on the Board.

3.03. Compensation: Board members shall receive no compensation for their services.

3.04. Appointments: The President or any other officer of the Association shall be elected to his office by a majority of the Association and shall have the right to exercise all powers and duties of the Association and to execute all contracts and agreements on behalf of the Association.

3.05. Resignation: The Board, from time to time, may elect to be members of the Association, including members who are no longer a member of the Association, to fill any vacancies on the Board.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION

4.01. Maintenance and Repair: The Association shall be responsible for the maintenance, repair, replacement, painting, cleaning, and other work on the common areas, including but not limited to the exterior walls, roof, gutters, downspouts, and other exterior elements of the building. The Association shall also be responsible for the maintenance and repair of the common areas, including but not limited to the interior walls, floors, ceilings, and other interior elements of the building.

4.02. Insurance: The Association shall maintain and pay for such insurance as may be necessary to protect the Association and its members from liability and other risks. The Association shall also be responsible for the maintenance and repair of the common areas, including but not limited to the exterior walls, roof, gutters, downspouts, and other exterior elements of the building.

4.03. Fundraising: The Association shall have the authority to raise funds for the Association and its members. The Association shall also be responsible for the maintenance and repair of the common areas, including but not limited to the exterior walls, roof, gutters, downspouts, and other exterior elements of the building.

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(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

(vii) 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. Insurance: The Association is hereby authorized and required to maintain a blanket policy or policies of insurance, including casualty insurance (but excluding the Townhomes), liability insurance, and workmen'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

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(iii) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(iv) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(v) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(vi) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(vii) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(viii) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(ix) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(x) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(xi) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(xii) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

(xiii) The association shall be responsible for the maintenance and repair of the utility lines, water and sewer lines, and other utility lines within the boundaries of the association.

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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.

(c) To engage the services of a manager or 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, 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, 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).

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a division to account for the tax and for the year, each of which shall be the responsibility of the board and shall be provided for the payment of the same and subject to the same conditions as provided in Section 10.07 of the Code.

4.011. Additional powers: The board shall have the power to make such general orders which may be necessary for the operation and the business of the board and to make such orders as may be necessary for the board to carry out its duties and to make such orders as may be necessary for the board to carry out its duties.

4.012. To obtain the services of the board as provided in this section.

4.013. To make such orders as may be necessary for the board to carry out its duties.

4.014. To make such orders as may be necessary for the board to carry out its duties.

4.015. To make such orders as may be necessary for the board to carry out its duties.

4.016. To make such orders as may be necessary for the board to carry out its duties.

4.017. To make such orders as may be necessary for the board to carry out its duties.

4.018. To make such orders as may be necessary for the board to carry out its duties.

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(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.

(l) 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 capital 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

5.01. Preparation of Estimated Budgets: Each year 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

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(1) To establish and maintain books of account and records of the Association and to provide the means for the collection and distribution of assessments and other funds of the Association.

(2) To provide for the collection and distribution of assessments and other funds of the Association.

(3) To provide for the collection and distribution of assessments and other funds of the Association.

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(6) To provide for the collection and distribution of assessments and other funds of the Association.

ARTICLE V

MEMBERSHIP

2.01. Organization of Enlarged Subscribers: Each year before the first of January the Board will determine the total number of members to be elected to the Association for the following year. The number of members to be elected shall be determined by the Board in accordance with the provisions of the Association's Bylaws. The Board may also determine the qualifications for membership in the Association.

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. The Board shall notify each Owner in writing as to the amount of the Estimated Cash Requirement, which shall constitute the Board's proposed budget for the following year, 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 each annual meeting of the Board, the Board shall deliver to each Owner an itemized accounting of Association expenses and disbursements for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves.

5.02. Reserves for Contingencies and Replacements: Except as set forth in Section 5.01, the Board shall be obligated to maintain a reasonable reserve for contingencies and replacements. If the Estimated Cash Requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment. The Board shall serve notice of such further assessment to each Owner affected by the further assessment by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners of Parcels affected by the further assessment shall be obligated to pay the adjusted monthly amount. Notwithstanding anything to the contrary herein contained, it is understood that the Estimated Cash Requirement budget shall be a separate budget and that all additional assessments required with respect to each shall be handled separately. At the time each Parcel is conveyed by the Trustee to an unrelated Owner pursuant to a bona fide sale, the purchaser shall pay (in addition to all other sums required hereunder) to the Association, an amount equal to two (2) times the then current monthly assessment required for such Parcel, which amount shall be used and applied to establish the initial operating reserve for common expenses.

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

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the Board of Directors of the Corporation shall not be held liable for the actions of the Board of Directors or any individual Director of the Corporation in the performance of their duties as such, provided that such actions are taken in good faith and in the best interests of the Corporation. The Board of Directors shall have the authority to suspend or terminate the employment of any officer or Director of the Corporation who is not acting in the best interests of the Corporation. The Board of Directors shall also have the authority to suspend or terminate the employment of any officer or Director of the Corporation who is not acting in the best interests of the Corporation.

Section 2.02. The Board of Directors shall have the authority to suspend or terminate the employment of any officer or Director of the Corporation who is not acting in the best interests of the Corporation. The Board of Directors shall also have the authority to suspend or terminate the employment of any officer or Director of the Corporation who is not acting in the best interests of the Corporation. The Board of Directors shall also have the authority to suspend or terminate the employment of any officer or Director of the Corporation who is not acting in the best interests of the Corporation.

Section 2.03. The Board of Directors shall have the authority to suspend or terminate the employment of any officer or Director of the Corporation who is not acting in the best interests of the Corporation. The Board of Directors shall also have the authority to suspend or terminate the employment of any officer or Director of the Corporation who is not acting in the best interests of the Corporation.

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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 of any annual estimate 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 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 any Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges 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 same.

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

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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 for and on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided, or 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 extent 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 a lien or charge against the Parcel owned 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 real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the non-defaulting Owners, shall have the power to bid in the interest so foreclosed at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force upon the recording of notice of such lien with the Office of the Recorder of Deeds of Cook County, Illinois. Said lien shall be prior to all other liens and encumbrances, recorded or unrecorded, except 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 mortgage or trust deeds securing 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 notice of the lien 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 levied by the Association which claims accrued 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:

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(a) Any proposed amendment of the Association Instruments effecting a change in (i) easement rights appertaining to any Townhome (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 (iv) the purposes to which 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

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VI

ENCROACHMENTS

6.01. Encroachments: In the event that improvements constructed by the Beneficiary now or hereafter located primarily on any Parcel encroaches 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 restrictions 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

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the... of... (a) ... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

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ARTICLE SEVENTEEN

6.01. Enforcement of the ... (a) ... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

ARTICLE EIGHTEEN

6.02. Amendment of the ... (a) ... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

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:

(a) Prior to the first meeting of the Board, 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 immunities 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 Beneficiary 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 Benefit 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

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...may not be amended without the consent of the Board of Directors and the approval of the stockholders. Any such amendment shall not become effective until recorded in the office of the Secretary of State of this State.

Article IV. Officers and Directors

Section 1. The Board of Directors shall consist of not less than five (5) nor more than fifteen (15) directors, each of whom shall be a natural person who is at least 18 years of age at the time of his election. The Board of Directors shall have the power to elect and remove directors and to fill any vacancies in the Board. The Board of Directors shall also have the power to elect and remove officers and to fill any vacancies in the office of any officer. The Board of Directors shall have the power to elect and remove any person who is not a director and to fill any vacancy in the office of any such person. The Board of Directors shall have the power to elect and remove any person who is not a director and to fill any vacancy in the office of any such person.

Section 2. The Board of Directors shall have the power to elect and remove officers and to fill any vacancies in the office of any officer. The Board of Directors shall have the power to elect and remove any person who is not a director and to fill any vacancy in the office of any such person. The Board of Directors shall have the power to elect and remove any person who is not a director and to fill any vacancy in the office of any such person.

Section 3. The Board of Directors shall have the power to elect and remove officers and to fill any vacancies in the office of any officer. The Board of Directors shall have the power to elect and remove any person who is not a director and to fill any vacancy in the office of any such person. The Board of Directors shall have the power to elect and remove any person who is not a director and to fill any vacancy in the office of any such person.

Section 4. The Board of Directors shall have the power to elect and remove officers and to fill any vacancies in the office of any officer. The Board of Directors shall have the power to elect and remove any person who is not a director and to fill any vacancy in the office of any such person. The Board of Directors shall have the power to elect and remove any person who is not a director and to fill any vacancy in the office of any such person.

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.

7.06. Indemnity to Association Officers: The 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 contractual liability to others arising out of contracts made on behalf 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 arising 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.

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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 contractu or 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 trustee (other than the Trustee) pursuant to a trust agreement which provides that all powers of management, operation and control of such Parcel 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 Parcel 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 Parcel and the personal obligation of the beneficiary or beneficiaries of such trust notwithstanding any transfers 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 control 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

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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 it as such Trustee, and not personally. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that neither HARRIS TRUST AND SAVINGS BANK nor the trust beneficiary shall bear personal responsibility for the performance of any obligations, duties, covenants and agreements herein set forth; and further, that no duty shall rest upon HARRIS TRUST AND SAVINGS BANK, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, 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 6th day of OCTOBER, 19 87

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid, and
not personally

By: [Signature]
Vice President

ATTEST:

[Signature]
(Assistant) Secretary

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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 LaSalle as if said mortgage was recorded and the loan secured thereby disbursed following the recordation of said Declaration.

IN WITNESS 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 21st day of September, 1987.

By: George R. Eubank, V.P.

ATTEST:

Carl B.
Asst Secretary

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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Anne Traxler, a Notary Public in and 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 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 21st day of September, 1987.

Anne Traxler
Notary Public

My Commission Expires:

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Cook County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK

IN SENATE, January 14, 1907.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, CONCERNING THE SALE OF THE PUBLIC LANDS IN THE COUNTY OF COOK, ILLINOIS, FOR THE YEAR 1906.

The following is a summary of the land sold during the year 1906:

Total land sold, 1,234 acres, 34 rods, 17 perches.

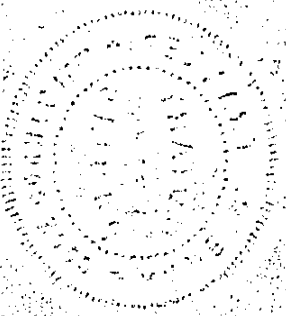
Total proceeds, \$123,456.78.

The land was sold to the following parties:

John Doe, 100 acres, \$10,000.00.

Jane Smith, 200 acres, \$20,000.00.

...



Property of Cook County Clerk's Office

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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.

17-04-404-017 Lot 2
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PARCEL 2:

Lot 4 (except the 14 feet in said lot taken for widening LaSalle Street) in Hagenan'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

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EXHIBIT "A"

PARAGRAPH 1:

... and ... (except ... for widening ... in ... addition to ... of ... Township ... of ... principal ... in ...)

PARAGRAPH 2:

... (except ... for widening ... in ... addition to ... of ... Township ... of ... principal ... in ...)

Property of Cook County Clerk's Office

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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 61.53 FEET THEREOF) OF THE ABOVE DESCRIBED TRACT.

DWELLING PARCEL D: THE NORTH 1/2 (EXCEPT THE EAST 61.53 FEET THEREOF) OF THE ABOVE DESCRIBED TRACT.

DWELLING PARCEL E: THE WEST 31.76 FEET OF THE EAST 61.53 FEET OF THE NORTH 1/2 OF THE ABOVE DESCRIBED TRACT.

DWELLING PARCEL F: THE EAST 29.77 FEET OF THE NORTH 1/2 OF THE ABOVE DESCRIBED TRACT.

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EXHIBIT 10

THIS IS TO CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS THE PROPERTY OF THE STATE OF ILLINOIS AND IS BEING OFFERED FOR SALE AT PUBLIC AUCTION ON THE 15TH DAY OF MARCH 2007 AT 10:00 AM AT THE COURT HOUSE IN CHICAGO, ILLINOIS. THE PROPERTY IS BEING OFFERED FOR SALE AS A SINGLE UNIT AND WILL BE SOLD TO THE HIGHEST BIDDING PARTY. THE PROPERTY IS BEING OFFERED FOR SALE AS IS AND WITHOUT WARRANTY. THE PROPERTY IS BEING OFFERED FOR SALE AS A SINGLE UNIT AND WILL BE SOLD TO THE HIGHEST BIDDING PARTY. THE PROPERTY IS BEING OFFERED FOR SALE AS IS AND WITHOUT WARRANTY.

THE PROPERTY IS BEING OFFERED FOR SALE AS A SINGLE UNIT AND WILL BE SOLD TO THE HIGHEST BIDDING PARTY. THE PROPERTY IS BEING OFFERED FOR SALE AS IS AND WITHOUT WARRANTY.

THE PROPERTY IS BEING OFFERED FOR SALE AS A SINGLE UNIT AND WILL BE SOLD TO THE HIGHEST BIDDING PARTY. THE PROPERTY IS BEING OFFERED FOR SALE AS IS AND WITHOUT WARRANTY.

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3 7 5 7 4 3 3 9

EXHIBIT "D"

OWNERSHIP PERCENTAGE

<u>PARCEL</u>	<u>% OWNERSHIP</u>
A	16.666....
B	16.666....
C	16.666....
D	16.666....
E	16.666....
F	16.666....
	<hr/>
	100.00%

Property of Cook County Clerk's Office

57574839

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8 7 5 7 4 8 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 LaSalle as if said mortgage was recorded and the loan secured thereby disbursed following the recordation of said Declaration.

IN WITNESS 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.

By: _____

ATTEST:

PROPERTY OF Cook County Clerk's Office

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

Handwritten text, likely a signature or date, appearing as a series of illegible marks.

Additional handwritten text, possibly a date or reference number, appearing as illegible marks.

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2013-10-10

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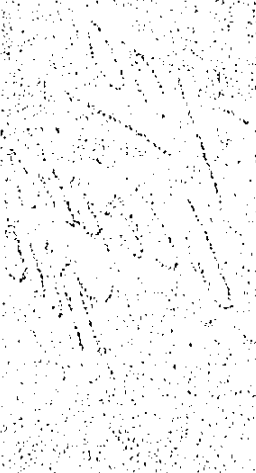
STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois
My Commission Expires _____, 20____

Notary Public



11/17/2024