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THE UMBRELLA DECLARATION FOR BARTLETT SQUARE

This Declaration is made by Chicago Area Investment Services, Inc., an Illinois Corporation ("Developer").

RECITALS

Developer is the record title holder of the Development Area which is legally described in Exhibit A hereto. Some or all of the Development area shall be the subject of a phased condominium development by Developer called "Bartlett Square" (the "Development"). The Development shall include residential units, parking areas, green space, walkways and driveways.

Upon the transfer of unit ownership to third parties, as set forth in Section 2.01, of the Declarations of Condominium of Bartlett Square, the Parcels as defined therein shall become subject to the provisions of this Declaration.

In order to provide for the orderly and proper administration and maintenance of the Common areas of the parcels as may be elected by the Unit Owners as defined in the Declarations of Condominium of Bartlett Square, and in order to provide a vehicle for orderly and unified communications with the Village of Bartlett and other governmental bodies, the Developer will form the Umbrella Association under the Illinois General Not-For-Profit Corporation Act. The administration and maintenance of the Common Area by the Umbrella Association, upon election by the Unit Owners, pursuant to the Declarations of Condominium shall be subject to this Declaration and all of the rights and covenants provided for the Owners in this Declaration.

Each Owner of a Dwelling Unit shall be a member of the Umbrella Association and shall also be a member of the Residential Association whose responsibilities include the administration of the condominium which includes his Dwelling Unit.

During the construction and marketing of the Development, the Developer shall retain certain rights set forth in this Declaration, which rights shall include the right to appoint all members of the Umbrella Association Board and the sole right to vote at any meeting of the members, as more fully described in Article Eight.

NOW, THEREFORE, the Developer declares as follows:

ARTICLE ONE

Definitions

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

- 1.01 **BUILDING**: Any four unit improvement built upon the Parcels subjected to this Declaration.
- 1.02 **BY-LAWS**: The By-Laws of this Umbrella Association shall be Articles Four, Five and Six of this Declaration.
- 1.03 **CHARGES**: The Common assessment, any special assessment levied by the Umbrella Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.
- 1.04 **COMMON AREA**: Those portions of the Bartlett Square Premises which are described and designated as "Common Area" in Section 1.06 and on Exhibit B to the Declarations of Condominium of Bartlett Square, as Exhibit B may be amended or supplemented from time to time, together with all improvements located above and below the ground and rights appurtenant thereto.
- 1.05 **LIMITED COMMON ELEMENTS**: A portion of the Common Area so designated in the Condominium Declaration or on the Plat, as hereinafter defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Area which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.
- 1.06 **COMMUNITY ASSESSMENT**: The amounts which the Umbrella Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as more fully described in Article Five.
- 1.07 **COMMUNITY EXPENSES**: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement, landscaping and snow removal of the Common Area to the extent a Condominium of Bartlett Square elects to submit such duties to the Umbrella Association.
- 1.08 **DECLARATION**: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

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MAIL TO  
CHICAGO & NORTH BRANCH  
4155 SOUTH WASHINGTON  
NORTHAVILLE, ILL

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- 1.09 **DELEGATE:** An individual who, after the Handover Date, shall be entitled to vote at meetings of the members of the Umbrella Association, as more fully provided herein.
- 1.10 **DEVELOPER:** Illinois Service Corporation, an Illinois corporation, its successors and assigns.
- 1.11 **DEVELOPMENT AREA:** The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or charges shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes to prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.
- 1.12 **DWELLING UNIT:** A residential unit located on a portion of the Premises which is described and designated as a Dwelling Unit in Exhibit B. If two or more Dwelling Units are combined, each Dwelling Unit shall nevertheless be considered as a separate Dwelling Unit under this Declaration.
- 1.13 **ELECTION:** The point in time when the Condominium Association pursuant to its Declaration has elected to delegate its maintenance duties to this Umbrella Association.
- 1.14 **INVESTOR:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property and who is a single entity owning all four units in one building having been directly conveyed from the Developer to single building ownership.
- 1.15 **MORTGAGEE:** The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.
- 1.16 **NON-OWNER:** A person other than an Owner or a Resident.
- 1.17 **OWNER:** A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Developer shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Developer.
- 1.18 **PERSON:** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 1.19 **PREMISES:** That portion of the Development Area which is described in Exhibit B hereto, as Exhibit B may be amended from time to time, with all improvements thereon and rights appurtenant thereto. The Developer may make added Premises subject to this Declaration pursuant to Article Six.
- 1.20 **RECORD:** To record in the office of the Recorder of Deeds for Cook County, Illinois.
- 1.21 **RESIDENT:** An individual who resides in a Dwelling Unit and who is either the Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.
- 1.22 **RESIDENTIAL ASSOCIATIONS:** Condominium associations created pursuant to Declarations of Condominium ownership Recorded on portions of the Premises, the members of which are Owners of Dwelling Units which are part of a condominium; or any other Person which may from time to time be responsible for administering structures containing Dwelling Units whose Owners are not member of a condominium association, including, without limitation, a Person who owns a structure which contains Dwelling Units and which is administered partially as a residential rental structure.
- 1.23 **HANDOVER DATE:** The date on which the rights of the Developer or Investor to designate the members of the Umbrella Association Board are terminated under Section 4.05.
- 1.24 **UMBRELLA ASSOCIATION:** Bartlett Square Umbrella Association, an Illinois not-for-profit corporation, its successors and assigns.
- 1.25 **UMBRELLA ASSOCIATION BOARD:** The board of directors of the Umbrella Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Six.

## ARTICLE TWO

### Scope of Declaration

- 2.01 **PROPERTY SUBJECT TO DECLARATION:** Upon the conveyance of the first Unit in a Building from Investor to a purchaser for value, Investor, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration.

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2.02 CONVEYANCES SUBJECT TO DECLARATION: All covenants, conditions, restrictions easements, reservations, liens, charges rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded Instrument executed by not less than three-fourths (3/4) of the then Owners.

## ARTICLE THREE

### The Common Area

3.01 UTILITY EASEMENTS: All public and private utilities serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area for the purpose of providing utility services to the Premises or any other portion of the Development Area.

### 3.02 INSURANCE:

- a. Upon election by a Condominium Association, pursuant to the Declarations of Condominium the Umbrella Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements to the Common Area (based on current replacement cost for the full insurable replacement value) of such improvements. With respect to portions of the Common Area which are made subject to a condominium declaration, the Umbrella Association shall be made an additional insured party on the policy and shall be responsible for the payment of the portion of the premium attributable to the Common Area.
- b. Furthermore upon Election, the Umbrella Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Umbrella Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Common Area. The Umbrella Association Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 4.07. Such insurance coverage shall include cross liability claims of one or more insured parties.
- c. The Umbrella Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Umbrella Association, its director and officer, the Developer, the managing agent, if any, and their respective employees and agents, for damage to the Common Area, or to any personal property located in the Common Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent such release is allowed by policies for such insurance. To the extent possible, all policies secured by the Umbrella Association Board under subsections (a) and (b) shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Umbrella Association, its directors and officers, the Developer, the managing agent, if any, and their respective employees and agents.
- d. Subject to the provisions of Section 4.07, the Umbrella Association shall obtain insurance coverage on behalf of one or more Residential Associations, in accordance with the requirements set forth in the condominium declaration governing such Residential Association. The Residential Association shall reimburse the Umbrella Association for the premiums allocable to the Residential Association and all costs incurred by the Umbrella Association to obtain such insurance, less the portion of the premium, if any, which is payable by the Umbrella Association as provided in Section 4.07.
- e. Except as provided in (c) and (d) above, the premiums for any insurance obtained under this Section shall be Common Expenses.

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## The Umbrella Association

4.01 **IN GENERAL:** Developer has caused the Umbrella Association to be incorporated as a not-for-profit corporation under Illinois law. The Umbrella Association shall be the governing body for all of the condominiums who elect it, pursuant to their Condominium Declarations for the administration and operation of the Common Area.

4.02 **MEMBERSHIP:** Each Owner shall be a member of the Umbrella Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Umbrella Association shall be given written notice of the change of ownership of a Dwelling Unit within 10 days after such change.

4.03 **DELEGATES:** Subject to the provisions of Section 4.05, voting rights of the members of the Umbrella Association shall be vested exclusively in delegates ("Delegates"). Delegates shall elect the members of the Umbrella Association Board. Each Residential Association Board shall appoint one Delegate to the Umbrella Association and shall have the right to remove such Delegate at any time, in its sole discretion, by giving notice thereof to the Delegate and the Umbrella Association Board. Each Delegate shall be a voting member of his Residential Association and if a Delegate ceases to be an Owner or voting member he shall be deemed to have resigned.

4.04 **UMBRELLA ASSOCIATION BOARD:** Subject to the rights retained by the Developer under Article Eight, the Umbrella Association Board shall consist of no fewer than three (3) members, each of whom shall be an Owner or delegate.

4.05 **VOTING RIGHTS:** Prior to the Handover Date, all of the voting rights at each meeting of the Umbrella Association shall be vested exclusively in the Declarant and the Owners shall have no voting rights. From and after the Handover Date, all of the voting rights at any meeting of the Umbrella Association shall be vested in the Delegates and each Delegate shall have one vote. From and after the Handover Date any action may be taken by the Delegates at any meeting at which a quorum is present (as provided by the In-Laws) upon an affirmative vote of a majority by the Delegates present at such meeting, except as otherwise provided herein.

4.06 **MANAGING AGENT:** The Developer (or an entity controlled by the Developer) may be engaged by the Umbrella Association to act as the managing agent for the Umbrella Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Umbrella Association and the Developer (or an entity controlled by the Developer). Any management agreement entered into by the Umbrella Association shall have a term of not more than one year and shall be terminable by the Umbrella Association for cause on 30 days written notice, or without cause or payment of a termination fee by either party on 90 days written notice.

### 4.07 **SERVICES TO RESIDENTIAL ASSOCIATIONS:**

- a. In order to facilitate the smooth administration and operation of the Development and to obtain the benefits of economics of scale, upon Election by the Condominium Associations, as provided in their Declaration, the Umbrella Associations shall furnish to the Residential Associations, either through its employees or its managing agent, certain management services normally provided by a managing agent, including, without limitation, the following:
- i. subject to the provisions of 5.08 (b) below, collect all assessments due or to become due to the Residential Association and prepare checks (which shall be executed by persons designated by the Residential Association Board) to pay Residential Association expenses;
  - ii. render monthly to the Residential Association a detailed written statement specifying all receipts and disbursements during the preceding month;
  - iii. assist the Residential Association in the preparation of an annual budget for the Residential Association;
  - iv. hire, supervise, and discharge all engineers, janitors and other employees who perform work on property for which the Residential Association is responsible;
  - v. furnish all necessary decorating, maintenance, repairs and replacements to the property for which the Residential Association is responsible;
  - vi. purchase all normal operating supplies and enter into any necessary service contracts on behalf of the Residential Association;
  - vii. procure all insurance which the Residential Association is authorized or obligated to obtain under the terms of the condominium declaration governing the Residential Association;

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- viii. assist the Residential Association in the preparation and implementation of appropriate rules and regulations; and
- ix. purchase other goods and services required for the proper administration, operation, maintenance, repair and replacement of the property administered and operated by the Residential Association.

The Umbrella Association shall furnish such management services subject to the direction of the Residential Association Board. The Umbrella Association shall be paid no fee for furnishing such management services. In the discretion of the Umbrella Association the Residential Association shall either pay directly or reimburse the Umbrella Association for payment by it of any costs or expenses incurred in connection with furnishing such management services (including overhead and salaries) or in procuring other goods and services on behalf of the Residential Association. Any such payment or reimbursement shall be a Common Expense of the Residential Association (as defined in the condominium declaration governing the Residential Association). Any allocation of costs or expenses between the Umbrella Association and the Residential Association to which the Umbrella Association is furnishing the above services shall be made by the Umbrella Association Board based on generally accepted accounting principles consistently applied, and any allocation so made shall be final and binding on all concerned parties. If the Residential Association fails to reimburse the Umbrella Association for payment by it of any such costs or expenses within 30 days after demand, then the amount thereof shall be a Charge hereunder payable directly to the Umbrella Association by the Owners who are members of the Residential Association in such proportions as shall be set forth in the declaration which governs the Residential Association. If any repair or replacement work becomes necessary as a result of the actions of an Owner or Owners, then in lieu of the foregoing collection procedure, the Umbrella Association may collect the cost thereof from such Owner or Owners as a Charge hereunder in the proportions determined by the Umbrella Association Board.

- b. During such time that the Umbrella Association collects assessments on behalf of the Residential Association, if an Owner remits to the Umbrella Association an amount less than the full amount required to pay assessments then due and payable to both the Umbrella Association and the Residential Association, such partial payment shall be applied first to the payment of the assessment levied by the Residential Association, and the excess if any, to the payment of the assessment levied by the Umbrella Association.

4.08 **REPRESENTATION:** The Umbrella Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Common Area. Without limiting the foregoing, the Umbrella Association shall have the power after the Election Date to settle warranty disputes or other disputes between the Umbrella Association, the Owners, and the Developer affecting the construction, use or enjoyment of the Common Area and any such settlement shall be final and shall bind all of the Owners.

## ARTICLE FIVE

### Umbrella Association Assessments

5.01 **PURPOSE OF ASSESSMENTS:** The assessments levied by the Umbrella Association shall be exclusively for the purposes of promotion the recreation, health, safety, and welfare of members of the Umbrella Association, to administer the affairs of the Umbrella Association, to pay the Common Expenses, and to accumulate reserves for any such expenses.

5.02 **COMMON ASSESSMENT:** Each year on or before May 1, the Umbrella Association Board shall adopt subject to the provisions of subparagraph (b) and furnish each Owner with a budget for the ensuing fiscal year commencing on June 1, which shall show the following with reasonable explanations and itemizations:

1. The estimated Common Expenses;
2. The estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Capital Reserve;
3. The amount of the "Common Assessment" payable by the Owners.
4. That portion of the Common Assessment which shall be payable each month by the owner of each Dwelling Unit which is subject to assessment hereunder, which shall be equal to one-twelfth of the Common Assessment divided by the number of Dwelling Units, so that each Owner shall pay equal Common Assessments.

5.03 **PAYMENT OF COMMON ASSESSMENT:** On or before the 1st day of June of the ensuing fiscal year, and on or before the 1st day of each and every month thereafter until the effective date of the next annual or revised Common Assessment, each Owner of a Dwelling Unit which is subject to assessment shall pay to the Umbrella Association, or as the Umbrella Association Board may direct, that portion of the Common Assessment which is payable by each Owner of a Dwelling Unit under Section 5.02.

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5.04 **REVISED ASSESSMENT:** If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Umbrella Association Board may increase or decrease the assessment payable under Section 5.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

5.05 **SPECIAL ASSESSMENT:** The Umbrella Association Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Umbrella Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Umbrella Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Owners, share and share alike. No special assessment shall be adopted without the affirmative vote of at least two-thirds (2/3) of the Voting Members who cast their votes on the question. The Umbrella Association Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefore in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Umbrella Association Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

5.06 **CAPITAL RESERVE:** Upon Election by the Condominium Associations, pursuant to their Declarations of Condominium, the Umbrella Associations shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Area (the "Capital Reserve"). The Umbrella Association Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area and other property owned by the Umbrella Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and the purchase of other property to be used by the Umbrella Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Common Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Umbrella Association equal to such percentages multiplied by each installment of the Common Assessment paid by such Owner.

5.08 **PAYMENT OF ASSESSMENTS:** Assessments levied by the Umbrella Association shall be collected from each Owner by the Umbrella Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Umbrella Association, all as more fully set forth in Article Seven.

## ARTICLE SIX

### Collection of Charges

6.01 **CREATION OF LIEN AND PERSONAL OBLIGATION:** Each Dwelling Unit hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefore (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Umbrella Association all Charges made with respect to the Owner on the Owner's Dwelling Unit. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due.

6.02 **COLLECTION OF CHARGES:** The Umbrella Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

6.03 **NON-PAYMENT OF CHARGES:** Any Charge which is not paid to the Umbrella Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the highest legal contract rate of interest then permitted in Illinois but not to exceed eighteen percent (18%) per annum from the due date to the date when paid and the Umbrella Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area, by abandonment or transfer of his Dwelling Unit, or during any period of suspension.

6.04 **LIEN FOR CHARGES SUBORDINATED TO MORTGAGES:** The lien for Charges, provided for in Section 6.01, shall be subordinate to the Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due and shall be on a parity with any lien for assessments levied by any Residential Association on any Dwelling Unit. Except as hereinafter provided, the lien for Charges, provided for in Section 6.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee

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of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

## ARTICLE SEVEN

### Developer's Reserved Rights and Special Provisions Covering Development Period

7.01 **IN GENERAL:** In addition to any rights or powers reserved to the Developer under the provisions of this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Developer is no longer vested with or controls title to any part of the Development Area.

7.02 **DEVELOPER CONTROL OF UMBRELLA ASSOCIATION:** The first and all subsequent Umbrella Association Boards shall consist solely of three (3) persons from time to time designated by the Developer, which persons may, but need not, be members under Section 4.04. Developer's rights under this Section to designate the members of the Umbrella Association Board shall terminate on the first to occur of (i) such time as Developer no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Developer to each Residential Association of Developer's election to terminate such rights, (iii) ten years from the date of Recording hereof or (iv) within ninety (90) days of the consummation of the sale of 75% of the Dwelling Units to be located in the Development Area. The date on which the Developer's rights under this Section shall terminate shall be referred to as the "Handover Date". Prior to the Handover Date, each Residential Association may elect from among its voting members that number of non-voting counselors to the Board as the Developer may, in its sole discretion, permit. From and after the Handover Date, the Umbrella Association Board shall be constituted and elected by the Delegates. Prior to the Handover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Developer and the Delegates shall have no voting rights.

7.03 **OTHER RIGHTS:** The Developer shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Developer's opinion, are necessary or desirable in connection with the rights of Developer under this Declaration.

7.04 **ASSIGNMENT BY DEVELOPER:** All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No such successor assignee of the rights of Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

## ARTICLE EIGHT

### Amendment

8.01 **SPECIAL AMENDMENTS:** Anything herein to the contrary notwithstanding, Developer reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time. The right and power to make Special Amendments hereunder shall terminate on the First Handover Date.

8.02 **AMENDMENT:** Subject to Section 8.01 the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of the Delegates at least Seventy-Five Percent (75%) or by an instrument executed by Owners of at least Seventy-Five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 8.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees, (ii) Any provisions relating to the rights of Developer may be amended only upon the written consent of the Developer, and (iii) no amendment to the Declaration which changes the ratio of assessments against Owners shall become effective without the consent of all Mortgagees. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.



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## ARTICLE NINE

### MISCELLANEOUS

9.01 **ENFORCEMENT:** Enforcement of any of the provisions contained in this Declaration or any rules and regulations adopted hereunder may be by proceeding at law or in equity by the Umbrella Association or any aggrieved person against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages, and against the land to enforce any lien created hereunder; and failure by the Umbrella Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

9.02 **NOTICES:** Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Umbrella Association at the time of such mailing or (ii) when delivered personally to his Dwelling Unit.

9.03 **CAPTIONS:** The Article and paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

9.04 **SEVERABILITY:** Invalidity of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.\*

9.05 **PERPETUITIES AND OTHER INVALIDITY:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of Recording this Declaration.

9.06 **TITLE HOLDING LAND TRUST:** In the event title to any Dwelling unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

Illinois Service Corporation

DATE

IMPRESS SEAL

BY: Virginia L. Erickson  
Virginia Erickson,  
Vice President

ATTEST: HERE

Sharon Iversen  
Sharon Iversen,  
Secretary

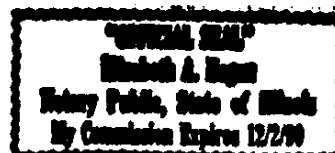
State of Illinois

ss. County of DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Virginia Erickson and Sharon Iversen personally known to hold the offices as aforesaid and to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

IMPRESS SEAL  
HERE

Given under my hand and official seal, this 18 day of June 19 87  
Commission expires Dec 2 1990 Elizabeth A. Hagan  
Notary

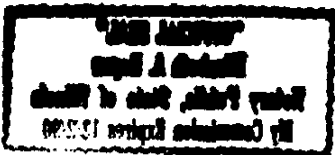


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## EXHIBIT A

LOTS 2 - 8 IN COUNTRY HOMES OF BARTLETT SQUARE, BEING A RESUBDIVISION OF LOTS 1 TO 18, BOTH INCLUSIVE, IN BLOCK 1 OF H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 35, AND THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, IN COOK COUNTY, ILLINOIS (EXCEPT THOSE PARTS OF LOTS 16 TO 18 AFORESAID, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 29 IN BLOCK 1 IN H. O. STONE AND COMPANY'S TOWN ADDITION TO BARTLETT AFORESAID; THENCE SOUTHERLY ALONG THE EAST LINE OF LOTS 25 TO 29 IN SAID BLOCK AND SUBDIVISION, A DISTANCE OF 187 FEET; THENCE SOUTHERLY TO A POINT ON THE EAST LINE OF THE WEST 11.63 FEET OF LOT 19 IN SAID BLOCK AND SUBDIVISION, 137.67 FEET NORTH OF THE NORTH LINE OF ONEIDA AVENUE). ALL IN COOK COUNTY, ILLINOIS.

DEPT-01 \$138.00  
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COOK COUNTY RECORDER

-87-341788

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