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DECLARATION OF COVENANTS AND RESTRICTIONS RELATING TO USE, MAINTENANCE AND REPAIR OF EASEMENT AREAS

WHEREAS, ABNAMA BANK,
of Chicago, a national banking association, as Trustee under
Trust Agreement dated December 23, 1986, and known as
Trust No. 10-4036 (called "Owner"), holds legal title to
the following described real estate situated in Cook County,
Illinois:

See Exhibit "B"

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WHEREAS, the plat of Survey
dated MAY 26, 1987, recorded SEPT 25, 1987 with the
Recorder of Deeds of Cook County, Illinois, as Document No.
87 52 5420, created certain easements for egress and ingress
and for sidewalks, parking areas and utilities over certain por-
tions of the Real estate as described in said plat of subdivi-
sion (called "Easement Areas"); and

WHEREAS, the Owner intends to sell each of the Eight (8)
lots which constitute the Real Estate to separate purchasers and
desires to provide for the common maintenance, repair and im-
provement of the Real Estate, Easement Areas and any common
walls which may now or hereafter be situated on a property line
separating any two of said lots;

NOW, THEREFORE:

1. The Owner does hereby declare and confirm that all ar-
eas and improvements described in this document and referred to
as Easement Areas are perpetual easements for the use and bene-
fit of the owner or owners from time to time of the lots includ-
ed in the Real Estate subject to the terms and conditions herein
set forth. When used herein, the term "Real Estate" shall de-
scribe that real property legally described and set forth above.

2. From and after the date this instrument is recorded,
the owner or owners from time to time of the Eight (8) separate
lots which constitute the Real Estate shall maintain in good
condition and repair and improve, if necessary to effect that
condition, all of the Easement Areas and also any water hy-
drants, service walks and lawns situated on the Real Estate,
whether or not they are a part of the Easement Areas. The owner
or owners from time to time of the Eight (8) separate lots which
constitute the Real Estate shall be obligated on an equal basis
to pay and bear the burden of all such maintenance costs.

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as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said AETNA BANK

personally to perform any convent either express or implied herein contained, all such liability, if any, being expressly waived by trustee and by every person now or hereafter claiming any right hereunder.

IT WITNESS WHEREOF, AETNA BANK

not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Vice-Presidents or Assistant Vice-Presidents and its corporate seal to be hereunder affixed and attested by its Assistant Secretary, this 6th day of January, 1988.

Aetna Bank, as Trustee under Trust no. 10-4036 dated December 23, 1986 and not personally.

By: [Signature]
~~Vice President~~
Assistant Trust Officer

By: [Signature]
~~Assistant Secretary~~
Loan Officer

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EXHIBIT A

BY-LAWS

OF

WAUKEGAN HOWARD TOWNHOUSE ASSOCIATION

ARTICLE I

Members (Owners)

SECTION 1. Eligibility. The Members of WAUKEGAN HOWARD TOWNHOUSE ASSOCIATION, an Illinois not-for-profit organization, shall consist of the respective owners of the 8 lots which constitute the real estate described in schedule I, including specifically without limiting the generality thereof the easement areas, water hydrants and service walks and lawns described in the Declaration of Covenants and restrictions to easement areas to which these By-laws are an Exhibit (called "Declaration") and located in Wiles, Illinois (all of the aforesaid 8 lots, easement areas, water hydrants, service walks and lawns are herein called "Property"). The words "member" or "members" as used in these By-laws mean and shall refer to the owners from time to time of the Property.

SECTION 2. Succession. The membership of each owner shall terminate when he ceases to be an owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new owner succeeding to such ownership interest.

SECTION 3. Regular Meetings. Meetings of owners shall be held at such place in Cook County, Illinois, as may be specified in the notice of the meeting. The first regular annual meeting of owners (the "First Meeting") shall be held on April 1, 1983. Subsequent to the First Meeting, there shall be a regular annual meeting of owners held each year within 15 days of the anniversary of the First Meeting. All such meetings of owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting which shall be delivered to all owners at least ten (10) days prior to the date of such meeting.

SECTION 4. Special Meetings. Special meetings of the owners may be called by the President or by a majority of the directors of the Board, or by owners having at least two-thirds (2/3) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

SECTION 5. Delivery of Notice of Meetings. Notice of a meeting may be delivered either personally or by mail to an owner at the address given to the Board by said owner for such purpose, or to the owner's property, if no address for such purpose has been given to the Board.

SECTION 6. Voting. The aggregate number of votes for all owners shall be eight (8), and shall be divided among the respective owners. If any owner consists of more than one person, the voting rights of such owner shall be divided among such persons in accordance with their ownership interest so that joint tenants and tenements in common shall have equal portions of the one vote allocable to such lot ownership.

SECTION 7. Quorum. A quorum of owners for any meeting shall be constituted by owners, represented in person or by proxy, holding a majority of the votes entitled to be cast at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn

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ARTICLE II

Board of Directors

SECTION 1. Number, Election and Term of Office. The Board of Directors of the Association (sometimes referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of a majority of owners present at said meeting, except that the directors listed in the Articles of Incorporation of the Association (hereinafter called "members of the First Board") shall serve until the first annual meeting and until their successors are duly elected and qualify. Every director, except for three (3) members of the First Board and the Board elected at the first annual meeting, shall hold office for the term of two years and until his successor shall be elected and qualifies. Two (2) members of the Board elected at the first annual meeting shall hold office only until the second regular annual meeting of Association members, and one (1) other member of the Board so elected shall hold office only until the third regular annual meeting of Association members.

SECTION 2. Qualification. Each director shall be an owner or the spouse of an owner (or, if an owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such owner). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. Vacancies. Any vacancy occurring in the Board may be filled by majority vote of the remaining members thereof, and any director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the director which he succeeds.

SECTION 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meetings of owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

SECTION 5. Removal. Any director may be removed from office for cause by the vote of two-thirds (2/3) of the owners of the 8 lots on the Property.

SECTION 6. Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolution duly adopted by the owners.

SECTION 7. Quorum. Two (2) directors shall constitute a quorum.

SECTION 8. Powers and Duties. The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all or any part of the owners, 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 Property;

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- (e) to adopt rules and regulations, with written notice thereof to all owners, governing the administration, management, operation and use of the Property as provided in the Declaration and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair, and replacement of the Property as provided in the Declaration and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property as provided in the Declaration and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the owners their respective shares of such estimated expenses, as hereinafter provided;
- (k) to lease premises suitable for use as custodian apartments;
- (l) unless otherwise provided hereing or in the Declaration to comply with the instructions of a majority of the owners, as expressed in a resolution duly adopted at any annual or special meeting of the owners;
- (m) to exercise all other powers and duties of the board of managers or owners as a group referred to in the Condominium Property Act of the State of Illinois, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these By-laws.

SECTION 9. Limitation of Board's Power. Notwithstanding the provisions in this Article or elsewhere in these By-laws, the Board shall not have the power or duty to act in any way which materially prejudices the use of or assumes obligation to maintain the 8 separate lots on the Property except that portion described as Easement areas, water hydrants, service walks and lawns as provided in the Declaration.

SECTION 10. Non-Delegation. Nothing in this Article or elsewhere in these By-laws shall be considered to grant to the Board, the directors or the officers of the Association any powers or duties which, by law, have been delegated to the owners.

ARTICLE III

Officers

SECTION 1. Designation. At each regular meeting, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President, who shall be a director and who shall preside over the meetings of the Board and of the owners, and who shall be the chief executive officer of the Association;

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- (b) a Secretary, who shall keep the minutes of all meetings of the Board and of the owners, and who shall, in general, perform all the duties incident to the office of Secretary;
- (c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported.

SECTION 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

SECTION 3. Term of Office. Each officer shall hold office for the term of two years and until his successor shall have been appointed or elected and qualifies.

SECTION 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by the Board at a special meeting thereof.

SECTION 5. Compensation. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the owners.

ARTICLE IV

Assessments

SECTION 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, service, maintenance, repairs, replacements, landscaping, insurance, fuel, power, expenses incurred pursuant to the Declaration and all other common expenses. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

SECTION 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each owner, not later than fifteen (15) days before the beginning of each year. The Board's power to approve an estimated annual budget shall be limited to a budget of no more than \$4,800.00 for any given year. For all estimated budget expenses over \$4,800.00 for any given year, the Board must obtain the approval of two-thirds (2/3) of the Owners of the 8 lots. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his share of the common expenses for each year, as shown by the annual budget. Unless agreed to by 100% of all owners of the 8 lots on the Property the owner of each separate lot shall bear an equal share of 1/8th of such common expenses. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each owner shall continue to pay each month the amount to his respective monthly assessment as last determined. Each owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No owner shall be relieved of his obligation to pay his assessment by abandoning or not using his property.

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SECTION 3. Partial Year or Month. For the first fiscal year, the annual budget shall be approved by the First Board elected at the first annual meeting. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Property by each owner, he shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Property and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be as computed by the Board.

SECTION 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

SECTION 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each owner, and thereupon a supplemental assessment shall be made to each owner for his proportionate share of such supplemental budget. Where the supplemental budget would increase the estimated annual budget, for any given year, to more than \$4,800.00, then for any amount over \$4,800.00 the Board must obtain the approval of two-thirds (2/3) of the owners of the 8 lots.

SECTION 6. Capital Expenditure. Except for capital expenditures and contract specifically authorized by the Declaration and By-laws, the Board shall not approve any capital expenditure in excess of Two Thousand Dollars (\$2,000), unless required for emergency repair, protection or operation of the Property nor enter any contract for more than two (2) years, without the prior approval of two-thirds (2/3) of the owners.

SECTION 7. Lien. It shall be the duty of every owner to pay his proportionate 1/8th share of the common expenses as set forth in the Declaration and as assessed in the manner herein provided.

If any owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien, as provided by statute or law for the enforcement of assessments of condominium associations made to condominium unit owners on the interest of such owner in the Property provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which such mortgage owner or holder either takes possession of the Property, accepts a conveyance of any interest therein (other than as security), files suit to foreclose its mortgage, or causes a receiver to be appointed. The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all such lienholders of record.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suits and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the Court. Furthermore, if any owner shall fail or refuse to pay when due his proportionate share of the common expenses and such owner withholds possession of his Property after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Property.

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The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Forcible Entry and Detainer Act, the Declaration or these By-laws, as provided by statute or law for the enforcement of assessments of condominium associations made to condominium unit owners, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

SECTION 8. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

Upon receipt of twenty (20) days written notice to it or the Association from an owner or from the encumbrancer of an owner's Property and upon payment of a reasonable fee, the Board shall furnish to said owner or encumbrancer a statement of the account setting forth the amount of any unpaid assessments or other charges due and owing from said owner.

SECTION 9. Discharge of Liens. The Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property. When less than all the owners are responsible for the existence of any such lien, the owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

SECTION 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the owners equally.

ARTICLE V

Use and Occupancy Restrictions

SECTION 1. General. No unlawful, noxious or offensive activities shall be carried on, on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

No owner shall display, hang, store or use any sign outside his Property or which may be visible from the outside of his Property without the prior written permission of the Association Board or Managing Agent.

SECTION 2. Animals. No animals shall be raised, bred or kept on any lot on the Property, except for dogs, cats or household pets of an owner, small birds commonly kept as household pets, provided said pets are not kept or bred for any commercial purpose, and provided that said pets shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pets shall not, in the judgment of the Board, constitute a nuisance to others.

SECTION 3. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

SECTION 4. Storage. Articles of personal property belonging to any owner, such as baby carriages, camping vehicles, bicycles, wagons, toys, furniture and other articles, shall not be stored or kept in any parking area, on a service walk or other Easement area, except as designated by the Board or the Managing Agent for such use by the respective owner.

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SECTION 5. Parking Areas. The Board on behalf of the Association shall have the authority to grant owners perpetual easements to park upon the Property, subject to such rules and regulations as the Board may prescribe. The Board shall have the authority to charge and collect a parking fee where the Board grants an easement for a parking space for an owner, from such owner, for the use of said additional easement. Any parking easement granted to an owner shall be solely for the use and benefit of the owner, his tenants, agents, servants, family members, licensees or invitees, and shall be assignable by that owner only to another owner.

SECTION 6. Alterations, Additions or Improvements. No exterior alteration of the Property, or any exterior addition or improvement thereto shall be made by any owner without the prior written approval of the Board. The Board may authorize and charge as common expenses exterior alterations, additions or improvements of any of the Property, subject to the limitations set forth herein.

ARTICLE VI

Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors of the Association are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board, or the meeting of a committee thereof, which authorizes or approves the contract or transaction, or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

- (a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or
- (b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

Amendments

These By-laws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the owners of the 8 lots on the Property. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE VIII

Indemnification

SECTION 1. General. The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a member of the Board of Directors, an officer of the Association or a member of any committee appointed pursuant to the By-laws of the Association, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonable incurred by or imposed on him in

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connection with such action, suit or proceeding provided said person acted in good faith and in a manner he reasonable believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonable believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association shall indemnify any person who was or is a party, or is threatened to be made, a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board of Directors, an officer of the Association or a member of any committee appointed pursuant to the By-laws of the Association, against expenses (including attorneys' fees) actually and reasonable incurred by him in connection with the defense or settlement of such action or suit provided said person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

SECTION 2. Success or Merits. To the extent that a member of the Board of Directors, an officer of the Association or a member of any committee appointed pursuant to the By-laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonable incurred by him in connection therewith.

SECTION 3. Determination of Right to Indemnity. Any indemnification under Sections 1 and 2 shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board of Directors, the officer or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of those Directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

SECTION 4. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the member of the Board of Directors, the officer or the member of such committee to be indemnified to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

SECTION 5. Non-exclusivity. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, shall continue as to a person who has ceased to be a member of the Board of Directors, an officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors and administrators of such person.

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ARTICLE IX

Severability

If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word or the application of therein in any circumstance, is held invalidated, the validity of the remainder of the Declaration and the By-Laws and of the application of any such section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby and the remainder of the Declaration or the By-Laws shall be construed as if such invalid part was never included herein.

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SCHEDULE I ATTACHED TO AND MADE PART OF THE
BY-LAWS OF THE WAUKEGAN HOWARD TOWNHOUSE ASSOCIATION

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EXHIBIT "B" 0 0 3 3 2

LEGAL DESCRIPTION OF LAND

PARCEL 1:

LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5) IN BLOCK ONE (1) IN TALMAN AND THIELE'S HOWARD AVENUE NILES SUBDIVISION IN SOUTHWEST FRACTIONAL QUARTER (1/4) OF FRACTIONAL SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST HALF (1/2) OF THE VACATED 16 FOOT ALLEY LYING EAST AND ADJOINING LOTS ONE (1), TWO (2), THREE (3), FOUR (4) AND FIVE (5) IN BLOCK ONE (1) IN TALMAN AND THIELE'S HOWARD AVENUE NILES SUBDIVISION IN SOUTHWEST FRACTIONAL QUARTER (1/4) OF FRACTIONAL SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

	LOTS
10-30-302-001	1
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-003	3
-004	4
-005	5

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MAIL TO

MR ARMANDO S. DONIAN

350 KENSINGTON RD #122

MT. PROSPECT, ILL 60056

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