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**HOMEOWNER'S DECLARATION  
FOR  
CRYSTAL TREE,  
A RESIDENTIAL COMMUNITY**

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1988 MAR 24 PM 1:49

NOTE: THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT  
THE ORDER OF RECORDING.

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This instrument was prepared by  
and after recording return to:

James P. Daley  
Bell, Boyd & Lloyd  
Three First National Plaza  
Suite 3200  
70 West Madison Street  
Chicago, Illinois 60602

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**BOX 333**

C.C.

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 FOR  
 CRYSTAL TREE,  
 A RESIDENTIAL COMMUNITY  
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NOW, therefore, the Trustee, as the legal title holder of the Real Estate, for the purposes and premises above set forth which by this reference are made a part hereof, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, declares as follows:

A G R E E M E N T S

C. The Trustee further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property, as that term is defined below, or any part thereof, and intends that all such future owners, occupants, mortgagees, and any other person hereinafter acquiring any interest in said Property shall hold said interest subject to certain rights, easements and privileges in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are intended to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property and are to be established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

B. The Trustee intends to submit the Real Estate together with all buildings, structures, improvements and other permanent fixtures of whatever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto to the provisions of this Declaration; and

A. The Trustee is the legal title holder of certain real estate (the "Real Estate") located in the County of Cook, State of Illinois, and described in Exhibit A;

R E C I T A L S

THIS DECLARATION (the "Declaration"), is made and entered into as of this 11<sup>th</sup> day of March, 1988 by Lasalle National Bank as Trustee under a Trust Agreement (dated October 21, 1986 and known as Trust No. 111613, and not individually, (the "Trustee");

A RESIDENTIAL COMMUNITY

CRYSTAL TREE,

FOR

HOMEOWNER'S DECLARATION



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1. DEFINITIONS. As used herein, unless the context otherwise requires:

(a) "Adjusted Percentage Interest" means that interest defined in Article II of the By-Laws and set forth in Exhibit B attached hereto.

(b) "Annual Budget" means that budget which is defined in Article III of the By-Laws.

(c) "Architectural Review Committee" means the committee defined in Paragraph 12.

(d) "Articles of Incorporation" means the articles of incorporation of the Association, filed or to be filed with the Secretary of State of Illinois, attached hereto as Exhibit D.

(e) "Association" means the Crystal Tree Homeowner's Association, an Illinois not for profit corporation, established pursuant to the Articles of Incorporation.

(f) "Board" or "Board Members" means the Board of Directors of the Association, including the first Board, as set forth more fully in the By-Laws.

(g) "Building" means individually any of the buildings, structures, attached or unattached, located on the Real Estate forming part of the Property constituting a Single Family Home or containing Townhomes. "Buildings" means collectively every Building from time to time located on the Real Estate.

(h) "By-Laws" means the By-Laws of the Association, attached hereto as Exhibit C.

(i) "Cart Path Easements" means the easements described in Paragraph 6(f).

(j) "Category One Expenses" and "Category Two Expenses" mean those expenses defined in Article III of the By-Laws.

(k) "Common Expenses" means the expenses of administration, operation, protection and preservation of the Common Property and Townhome, but not the Single Family Property, and the expenses of maintenance and repair thereof and any and all replacements and additions thereto, and all reserves created for such maintenance, repair, replacement or additions (except as provided below in this subparagraph (k)) and any other expenses incurred in connection with the Common Property and Townhome

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Property in conformance with this Declaration.

Notwithstanding the first sentence of this subparagraph (k), so long as the Trustee (of which the Developer is currently the sole beneficiary) holds title to a Townhome, Townhome Property or Single Family Property pending sale and not for investment or long-term use, the Trustee and Developer shall be required to pay only its equitable share of the expenses affecting the Common Property and the Townhome Property appurtenant to the Townhome so owned, computed as set forth in the next sentence. For the purpose of calculating any assessments owed by the Trustee or the Developer pursuant to the immediately previous sentence (including any assignee of the Developer's interest as beneficiary of the Trustee and any mortgagee or purchaser at a foreclosure sale succeeding to the interest of Trustee or Developer), the term "Common Expenses" shall not include the amount of any costs for the Maintenance Reserve (defined hereinafter) or any other reserves or any expenditures for capital improvements or replacements of the Common Property or Townhome Property. The limitation on the definition of the term "Common Expenses" contained in the immediately preceding sentence (i) shall expire and be deemed deleted herefrom upon the closing of the sale of the last Townhome or Single Family Home owned by the Developer pending sale and not for investment or long-term use, and (ii) may not be amended or deleted prior to such time without the consent of the Developer.

(l) "Common Property" means all portions of the Property, except the Townhomes and Townhome Property, and the Single Family Homes and Single Family Property, which shall include, without limitation the following items located thereon or therein: Storm Lines, the outdoor lighting system (except any outdoor lighting controlled from within any Townhome or Single Family Home, which shall be appurtenant to that Townhome or Single Family Home and not part of the Common Property), all outdoor landscaping, the landscaped entrances and fountains, fencing, walkways, security gates, guard houses, emergency exits, lakes and ponds, and streets, roadways, curbs and gutters not dedicated or transferred to any public body. The Common Property shall also include the following items located anywhere on the Real Estate: street signs and street lights.

(m) "Corrective Amendment" means the amendment defined in Paragraph 17.

(n) "Declaration" means this instrument, by which the Real Estate is submitted to the provisions of this Declaration, as hereinafter provided, and such Declaration as amended from time to time.

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- (o) "Declaration of covenants and restrictions for Crystal Tree, a Residential Community, recorded as Document No. \_\_\_\_\_ in the office of the Recorder of Deeds of Cook County, Illinois, and applies solely to the single Family Property, which portion of the Real Estate is legally described therein.
- (p) "Developer" means Crystal Tree Venture, a joint venture between Crystal Tree Ltd., an Illinois corporation, and PCI Investments II Limited Partnership, an Illinois limited partnership, and any assignee or successor thereof.
- (q) "First Board" means the Board as initially constituted, consisting of the directors listed in the Articles of Incorporation and any subsequent Board appointed by Developer pursuant to any right granted to Developer by this Declaration.
- (r) "First Mortgage" means any Mortgage whose lien is a first lien on a Townhome or Single Family Home.
- (s) "First Party" means the party defined in Paragraph 11(c).
- (t) "Golf Course" means Crystal Tree Country Club, an eighteen hole championship golf course to be created and to be located on land adjacent to and abutting the Real Estate. The Golf Course is not intended to constitute part of the Property.
- (u) "Initial Working Capital and Contingency Reserve" means the reserve defined in Paragraph 11(g).
- (v) "Interest Rate" means the lower of (i) a fluctuating rate which shall be three percent (3%) per annum above the "prime rate" per annum announced from time to time by The American National Bank and Trust Company of Chicago, Illinois, or if said bank no longer exists, the then largest bank in Chicago based on assets, the Interest Rate to change as such prime rate shall change from time to time; or (ii) the highest rate of interest which can be lawfully paid by the payor thereof.

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(ee) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(dd) "Percentage Interest" means that percentage of participation of each owner in the association, as provided in Exhibit B attached hereto.

(cc) "Party Wall Agreement" and "Party Walls" mean the party wall agreement and party walls defined in Paragraph 11(c).

(bb) "Owner" means the one or more natural individuals, Subdivision Builder, corporations, partnerships, trustees or other legal entities whose aggregate fee simple ownership of a Townhome and Townhome Property or a Single Family Home and Single Family Property.

(aa) "Occupant" means a person or persons in possession of a Townhome or Single Family Home, regardless of whether said person is an Owner.

(11) who is a holder of a note secured by a trust deed which constitutes a lien against a Townhome or Single Family Home.

(1) whose mortgage constitutes a lien against a Townhome or Single Family Home; or

(2) "Mortgagee" means a lender

(y) "Managing Agent" means the agent described in Paragraph 4(b).

(x) "Maintenance Reserve" means that reserve which is defined in Paragraph 11(g).

(w) "Majority" or "majority of the Owners or Voting Members" means more than fifty percent (50%) of the Voting Members entitled to vote from time to time pursuant to the By-Laws. Any specific percentage of Owners or Voting Members means such percentage of the aggregate number of Owners or Voting Members entitled to vote from time to time pursuant to the By-Laws.

(ff) "Plat" means the Crystal Tree Plat of Subdivision recorded on September 23, 1987, as Document No. 87520779 in the office of the Recorder of Deeds of Cook County, Illinois, and registered as Document No. LR 3653642 in the office of the Registrar of Titles of Cook County, Illinois.

(gg) "Preliminary Budget" means that budget which is attached as Exhibit E, as that budget may be amended from time to time, which will serve as the budget for the Association until an Annual Budget is prepared, as more fully set forth in Article III of the By-Laws.

(hh) "Priority Date" means the date defined in Paragraph 7(a).

(ii) "Private Roads" and "Private Road Easement" mean the roads and easements described in Paragraph 6(f).

(jj) "Property" means the following now or hereafter submitted to the provisions of this Declaration: (i) all the land, property and space comprising the Real Estate, and all improvements and structures now or hereafter erected, constructed or contained thereon or therein, including without limitation the Townhomes and Townhome Property and the Single Family Homes and Single Family Property, (ii) all easements, rights and appurtenances now or hereafter belonging thereto, and (iii) all furniture, furnishings, fixtures and equipment thereon or therein now or hereafter and not owned by any owner or occupant but intended for the mutual use, benefit or enjoyment of the owners and occupants.

(kk) "Real Estate" means the parcel or tract of real estate described in Exhibit A and submitted to the provisions of this Declaration.

(ll) "Record" or "Recording" refers to record or recording in the office of the Recorder of Deeds of Cook County, Illinois.

(mm) "Releasing Parties" means those parties defined in Paragraph 19.

(nn) "Second Party" means the party defined in Paragraph 11(c).

(oo) "Single Family Home" means the detached single family home and garage, and other structures, located upon one or more of the lots of the single Family Property.

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(pp) "Single Family Property" means a lot which is depicted on the Plat and upon which a Single Family Home is constructed or will be constructed, including specifically, but not limited to, the lawns (and plants and vegetation thereon) and sidewalks which are located therein, but specifically excluding the Single Family Home constructed thereon.

(qq) "Storm Lines" means the lines defined in Paragraph 6(b).

(rr) "Subdivision Builder" means a builder with whom Trustee has contracted to sell one (1) or more of lots of the Single Family Property.

(ss) "Townhome" means that portion of a building located on one (1) or more of the take-out lots of Townhome Property, which is intended for use as a single family residence and which is so specified as a Townhome and listed on Exhibit B attached hereto. Each Townhome shall consist of the space enclosed and bounded on the horizontal and vertical planes as built, the structural components of the building in which such Townhome is located, and all pipes, wires, conduits, ducts, flues, shafts, public utility lines, situated within such Townhome and forming part of any system serving one or more other Townhomes, the exterior walls and roof thereof and the interior one-half (1/2) of any Party Wall separating said Townhomes, as set forth more fully in the Party Wall Agreement.

(tt) "Townhome Property" means those take-out lots depicted on the Plat and upon which a Townhome is or will be constructed, including specifically, but not limited to, the lawns (and plants and vegetation thereon) and sidewalks which are located therein, but specifically excluding the Townhome constructed thereon.

(uu) "Turnover Date" means the earlier of

(1) the date five (5) years from the date of Recording of this Declaration; or

(ii) the first date on which deeds for or possession of seventy-five percent (75%) of the Townhomes contemplated to be located on the Real Estate, have been delivered to Owners other than the Trustee or Developer.

(vv) "Utility Easement" means the easement defined in Paragraph 6(b).

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(a) The Association, An Illinois not for profit association will be formed pursuant to the Articles of Incorporation attached as Exhibit B hereto, named the Crystal Tree Homeowner's Association, which shall be the legal owner of the common property and the governing body for all of the owners, for the purpose of maintenance, repair and replacement of the common property and the administration and operation of the property and common property, as provided in this Declaration. The initial By-Laws of the Association shall be the By-Laws attached hereto as Exhibit C. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the owners, and all funds received by the Association shall be held and applied by it for the sole use and benefit of owners in accordance with the provisions of the Declaration and By-Laws. Each owner shall automatically become a member of the Association upon becoming an owner and shall remain a member of the Association so long as he shall be an owner. An owner's membership in the Association shall automatically terminate when he ceases to be an owner. Upon the transfer of an owner's ownership interest to a new

4. ASSOCIATION OF OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY.

3. RESTRICTION ON SUBDIVIDING. No owner shall, by deed, plat, court decree or otherwise, subdivide, partition or in any other manner cause his Townhome and Townhome property or single family Home and single family property to be separated into any tracts or parcels different from the whole Townhome and Townhome property or single family and single family property as originally conveyed.

2. SUBMISSION OF THE REAL ESTATE TO THIS DECLARATION. The Trustee, as the legal title holder in fee simple of the Real Estate, expressly intends to, and by recording this Declaration does hereby submit the Real Estate and all property now or hereafter located thereon or therein to the provisions of this Declaration.

(w) "Village" means the Village of Orland Park, Illinois.  
 (xx) "Voting Member" means an owner entitled to vote on a matter before the Association as defined in Article II of the By-Laws.  
 (yy) "Water and Sanitary Lines" means the lines defined in Paragraph 6(b).

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Owner, the new owner shall simultaneously succeed to the former owner's membership in the Association without any further action on the new owner's part. The aggregate number of votes in the Association and the voting procedures are set forth in the By-Laws.

(b) Management of Property. The Board shall be required to engage the services of a licensed Illinois Real Estate Brokerage Firm with at least ten (10) years of experience (herein sometimes referred to as the "Managing Agent") to maintain, repair and replace the Common Property and Townhome Property, administer and operate the Common Property and Townhome Property, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c) below. Management of the Common Property and Townhome Property by the Board without the assistance of a Management Agent is hereby prohibited. The cost of such services shall be a Common Expense. Any management agreement shall include a provision for termination with cause by the Board on thirty (30) days or less written notice without payment of a termination fee and a provision for termination without cause by the Board on ninety (90) days or less written notice without payment of a termination fee.

(c) Initial Management Contract. The first Board, appointed as provided herein, shall ratify, adopt and approve a management agreement between the Trustee or the Developer and a Managing Agent for a term of one (1) year and for a monthly rate and subject to such terms as are consistent with competitive rates and terms prevailing in the area in which the property is located, payable by the Association as a Common Expense.

(d) Non-Liability of the Association, Trustee, Developer, Directors, Board and Officers. The Association, Trustee and Developer and the directors, Board, officers, agents and employees thereof, their heirs, executors or administrators, successors or assigns shall not be liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever as such Trustee, Developer and the directors, Board, officers, agents and employees thereof, except for any acts or omissions found by a court to constitute gross negligence, willful misconduct or fraud. The Association shall indemnify and hold harmless each of the Trustee and Developer and the directors, Board, officers, agents and employees thereof, their heirs, executors or administrators, successors or assigns in accordance with the provisions of Article VII of the By-Laws.

(iv) The Association shall, at its sole cost and as a Common Expense, maintain, repair and replace all Storm Lines situated in the Real Estate and all Water and Sanitary Lines situated on the Real Estate and serving the Property which are not dedicated to a public body. Storm Lines and Water and Sanitary Lines not previously dedicated to the Village will be maintained by the Association at its sole cost as a Common Expense.

(iii) The Trustee, Developer or the Association may transfer and dedicate all or any of the Water and Sanitary Lines or Storm Lines described above or any part thereof, to the Village or any other governmental body or agency, as the case may be, from time to time without the consent of the Owners or any Mortgagee.

(ii) In order that the Owners may have the use of the Water and Sanitary Lines prior to such dedications being made to, and accepted by, the Village, as the case may be, Trustee hereby grants to the Owners a non-exclusive perpetual easement (the "Utility Easement") appurtenant to the Real Estate to use those Water and Sanitary Lines situated from time to time within the Real Estate for the respective purposes for which such lines are intended.

(i) The Trustee intends, and reserves the right, to dedicate to the Village, at which time the Village will undertake the obligation to maintain, water and sanitary sewer lines (the "Water and Sanitary Lines") situated on the Real Estate. The Trustee does not intend to dedicate the storm sewer lines (the "Storm Lines") situated on the Real Estate and the Association will therefore maintain said Storm Lines.

(b) Utility Lines.

(a) Private Roads. The Trustee does not intend to dedicate any of the Private Roads to the Village or any other public body. The Trustee, however, does intend, and reserves the right, to dedicate to the Village certain easements or access rights over or onto the Private Roads for the purpose of providing municipal services. The Private Roads shall be part of the Common Property.

RESERVATION.

6. COMMON PROPERTY; GRANT OF EASEMENTS;

and binding on each and all such Owners. Laws, the determination thereof by the Board shall be final application of the provisions of this Declaration or the By-

5. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or

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(v) The Utility Easement(s) may be amended prior to the Turnover Date by the Developer or the Trustee or their successors or assigns and thereafter from time to time upon the vote of Owners representing at least seventy-five percent (75%) of the Voting Members.

(c) Right to Use the Common Property. Each Owner, his agents, servants, tenants, family members, invitees and licensees shall have the right to use the Common Property (subject to any leases, concessions, licenses or easements made by or assigned to the Association), in common with all other Owners, as may be required for the purposes of access and ingress to, egress from, and use, occupancy and enjoyment of the Townhome or Single Family Home owned by such Owner. All rights to use the Common Property shall be subject to and governed by the provisions of the Declaration, the By-Laws and the rules and regulations of the Association.

(d) Blanket Easement in Favor of Developer and Other Parties and Other Easements. The right of each Owner, his agents, servants, tenants, family members, invitees and licensees to use and possess the Common Property as set forth in this Paragraph 6 shall be subject to a blanket easement over the Common Property in favor of the Trustee and Developer, and their respective representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns, for the purposes of (i) access and ingress to and egress from the Common Property, (ii) construction, installation, repair, replacement and restoration of storm lines, water and Sanitary Lines, utilities, roads, buildings, landscaping and any other improvements on the Real Estate, (iii) tapping into and using sewer, water or other utility lines on or adjacent to the Real Estate, and (iv) the installation and maintenance of signs advertising the Townhomes or Single Family Homes, and signs directing potential purchasers to the sales office and models erected in connection therewith. The foregoing easements shall continue until such time as either the Trustee, the Developer, and their successors or assigns have transferred title of each Townhome and single Family Home to an owner--at which time such easements shall cease and be of no further force and effect without the necessity of any further action. The foregoing easements shall be deemed and taken to be covenants running with the land. In addition, the Association, and the Board on behalf of the Association, shall, without the consent of the Owners or any Mortgagee, have the authority to lease or grant concessions, licenses or easements with respect to part of the Common Property, subject to the provisions of this Declaration and the By-Laws, and the lien of all Mortgagees shall be subject thereto. Pursuant to the foregoing power, the Board shall, upon the request of the Village, grant a

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perpetual easement across the Common Property for purposes of emergency access; said easement shall be located on the Real Estate along 108th Street, as delineated on the plat of subdivision of the Development and the cost of construction, maintenance and repair thereof shall be a Common Expense. All revenues derived by the Association from such leases, concessions, licenses or easements or from other sources shall be held by the Association and used for the sole benefit of the Owners, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe. Nothing contained in this Paragraph 6(d) shall be interpreted as limiting the powers reserved in Paragraph 6(a) or 6(b).

(e) Blanket Utility and Commercial Easements. The rights of the Owners to use and possess the Common Property as set forth in this Paragraph 6 shall be subject to easements granted by the Developer or Trustee or their successors and assigns now or hereafter but prior to the Turnover Date or by the Association over the Common Property in favor of the Village, Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, all other public utilities serving the Property and any person providing cable television or other commercial entertainment to any owners or to the Property, granting such utilities or persons, as the case may be, the right to lay, construct, renew, operate and maintain conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment including housings for such equipment, into, over, under, along and through the Common Property for the purpose of providing utility and commercial entertainment services to the Property, Townhomes and single Family Homes, together with reasonable rights of ingress to and egress from the Property for such purpose, and granting further such utility and other entities the right to install, lay, operate, maintain, repair and replace any pipes, electrical wiring, ducts, conduits, cables, public utility and commercial entertainment lines or structural components running through the walls of a Townhome. The Association may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property, over, under, along and on any portion of said Common Property, and each owner and each Mortgagee hereby grants the Association an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

The Trustee and Developer hereby each reserves to itself and the Association, and their respective successors and assigns, the right but not the obligation, without notice to, or the consent of, any owner or Mortgagee: (1) to Record a plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and

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Real Estate to this Declaration and subject to the (ii) Notwithstanding submission of the Limitations set forth below in this subparagraph 6(f)(ii), Trustee reserves for the benefit of the Owners and reserves from each such submission a non-exclusive perpetual easement appurtenant (the "Private Road Easement") over the Private Roads in favor of the Owners, Trustee and Developer their successors and assigns served by the Private Roads or any extension thereof from time to time hereafter, for purposes of access and ingress to and egress from any Townhome or Single Family Home. The rights of each beneficiary of the Private Road Easement shall be limited to use of the Private Road serving his respective Townhome or Single Family Home(s). The Private Road Easement shall also be for the benefit of the respective representatives, agents, tenants, servants, contractors, family members, licensees and invitees of the beneficiaries of the Private Road Easement, provided that the rights of any such Person claiming under any beneficiary of the Private Road Easement shall be limited to use of the Private Road serving the Townhome or Single Family Home(s) of the beneficiary through whom such Person's rights arise. Because it is now impossible to describe specifically the parcels benefited and burdened by the Private Road Easement, Trustee and Developer may from time to time Record supplements to the Private Road Easement setting forth more specific descriptions of the parcels

(i) The term "Private Roads" shall mean collectively all private roads from time to time located on the Real Estate, together with any curbs fronting and abutting such roads and any street lights and street signs serving such roads. The Private Roads shall not be deemed to include any driveway serving solely a single Townhome or Townhomes or Single Family Home. The Trustee does not intend to dedicate any of the Private Roads to the Village or any other public body. The Trustee, however, does intend to dedicate to the Village certain easements or access rights over or onto the Private Roads for the purpose of providing municipal services. The Private Roads shall be a part of the Common Property.

(f) Easement Over Private Road.

other equipment "as built" and (ii) to Record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformer and switching apparatus and other equipment. Once the location of the easement to any such utility or other entity is shown by any plat or supplement thereto, the easement granted by this Paragraph 6(e) to such utility or other entity shall be limited to the area or areas located within ten (10) feet on either side of the equipment of such utility or other entity shown on such plat or additional supplement.

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Paragraph 1(k) and this Paragraph 7(a), each owner shall pay his or her share of the Common Expenses as set forth in the By-Laws. An expense which otherwise would constitute a Common Expense hereunder may be assessed in whole or in part against one or more of the owners and said expense will not be a Common Expense (in the amount so determined by the Board) if, in the reasonable discretion of the Board, said expense is due to or has been increased in whole or in part

7. COMMON EXPENSES.

(g) Attorney-in-fact. A power coupled with an interest is hereby granted to the Trustee and the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Townhome or Single Family Home shall be deemed a grant of such power to each of said attorneys-in-fact, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any plat and any and all such supplements.

(iv) Notwithstanding submission of the Real Estate to this Declaration and in order that the owners, patrons and employees of the golf course may have means of direct access to and from one portion of the golf course to another portion of the golf course which would otherwise be separated by the Common Property, Trustee hereby grants to the owner, licensees, users, agents and employees of the golf course a non-exclusive perpetual easement appurtenant (the "Cart Path Easement") over those portions of the Private Roads as delineated on the Plat, for the purpose of access to and from the golf course.

(iii) The Private Roads are and shall remain Common Property, and as Common Property shall be repaired, maintained and replaced by the Association as reasonably necessary from time to time. The costs of such repair, maintenance and replacement shall be part of the Common Expenses.

The Private Roads are and shall remain Common Property, and as Common Property shall be repaired, maintained and replaced by the Association as reasonably necessary from time to time. The costs of such repair, maintenance and replacement shall be part of the Common Expenses.

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(b) Developer's Share of Common Expenses. The above Paragraph 7(a) notwithstanding, the Trustee, the Developer, or any assignee of the Developer's interest as beneficiary of the Trustee shall not pay or be obligated to

by the action or inaction of said owner or owners. If any owner shall fail or refuse to make any payment of his or her proportionate share of the Common Expenses when due, the amount thereof together with interest thereon at the Interest Rate from the date said Common Expenses become due and payable until paid, together with costs and attorneys' fees and expenses, if any, incurred by the Association, shall constitute a lien on the interest of such owner in his or her respective Townhome and Townhome Property or Single Family Home and Single Family Property. Such lien shall be subordinate to the lien of a first Mortgage and all other liens of any prior recorded encumbrance on the interest of such Owner except for the amount of the proportionate share of Common Expenses which first becomes due and payable from and after the earliest of the date (the "Priority Date") on which the encumbrance owner or holder (or the grantee in any sheriff's deed or marshal's deed) takes possession of the Townhome or Single Family Home, accepts a conveyance of any interest therein (other than as security) or causes a receiver to be appointed. The sole liability of the encumbrance owner or holder (or the grantee in any sheriff's deed or marshal's deed) for Common Expenses shall be the amount first becoming due and payable after the Priority Date and the lien for all Common Expenses first becoming due and payable prior to the Priority Date shall be extinguished thereon. In a voluntary conveyance of a Townhome or Single Family Home (other than a conveyance in lieu of foreclosure), the grantee of the Townhome or Single Family Home shall have no personal liability for Common Expenses which accrue before the Townhome or Single Family Home is conveyed to such grantee unless such liability is assumed by such grantee; provided, however, that such voluntary conveyance shall not extinguish the lien for said Common Expenses on such Townhome or Single Family Home. Any person or entity which has contracted to purchase a Townhome or Single Family Home shall be entitled to a statement from the Board setting forth the amount of the unpaid Common Expenses against the grantor due the Association and such grantee shall not be liable for, nor shall the Townhome or Single Family Home conveyed be subject to a lien for, any unpaid Common Expenses in excess of the amount therein set forth. Notwithstanding the foregoing, the extinguishment of any lien on a Townhome or Single Family Home through foreclosure or otherwise shall not release the prior owner of its liability for Common Expenses hereunder. This Paragraph 7(a) shall not be amended or deleted (i) without the prior written consent of all Mortgagees and (ii) without the consent of the Developer, as long as Trustee or Developer owns a Townhome or Single Family Home.

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pay the Common Expenses on any Townhome or Townhome Property until a Townhome is constructed on the Townhome Property and the Townhome in Developer's reasonable opinion is habitable. Further, in lieu of paying its proportionate share of the Common Expenses as a Townhome Owner, the Trustee, the Developer, or any assign of the Developer's interest as beneficiary of the Trustee may, at its election, pay the difference (if any) remaining after deducting (1) the amount due to the Association from the Townhome Owners other than the Trustee, the Developer, or any assignee of the Developer's interest as beneficiary of the Trustee, pursuant to the Declaration and this Paragraph 7(b), from (ii) the aggregate actual operating expenses (hereinafter defined) from time to time required to be paid in connection with the operation of the Property, provided, that in no case shall the Trustee, the Developer, or any assignee of the Developer's interest as beneficiary of the Trustee pay more than its proportionate share of the Common Expenses which would otherwise be due and payable by them as a Townhome Owner. For purposes of this paragraph, "aggregate actual operating expenses" means all costs and expenses incurred in the operation of the Common Property, but not including any costs for the Maintenance Reserve or any other reserves or any expenditures for capital improvements or replacements to the Common Property.

8. MORTGAGES. Each Owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective Townhome or Single Family Home. Each Mortgagee, upon written request, shall be entitled to receive written notice in the event of either damage to or destruction of a substantial portion of its respective mortgagee's Townhome or Single Family Home or the Common Property, or institution of a condemnation or eminent domain proceeding with respect to its respective mortgagee's Townhome or Single Family Home or of a substantial portion of the Common Property.

The Association shall upon written request of any Mortgagee give such Mortgagee prompt notice of any default in its respective mortgagee's obligations under the Declaration and the By-Laws which is not cured within thirty (30) days after written notice of such default from the Association to such Owner and a copy of all notices permitted or required hereunder to be given to said Owner; provided, that the foregoing shall not impair the rights of the Association to pursue any remedies available to it or resolve or cure any such default.

No Owner shall have the right or authority to make or create, or cause to be made or created, any mortgage, trust deed or other lien on or affecting the Property, the Common Property or any part thereof, except to the extent of his own Townhome or Single Family Home.

9. SEPARATE REAL ESTATE TAXES. After the Property is subdivided into separate tax parcels, it is Trustee's and Developer's intent that real estate taxes shall be separately taxed to each Owner for his Townhome or Single Family Home. In the event that such taxes for any year are not separately taxed to each owner, but rather are taxed on the Property as a whole, then said taxes shall be a Common Expense of the second category as that term is defined in the By-Laws and each owner shall pay an amount equal to his then respective Percentage Interest times the total tax bill for the Property.

10. DAMAGE OR DESTRUCTION AND RESTORATION OF THE PROPERTY, INSURANCE AND EMINENT DOMAIN.

(a) Damage or Destruction of Common Property. In the event the common Property or any part thereof shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage and payable by reason thereof are sufficient to pay the cost of repair, restoration or reconstruction, the proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Common Property; or shall be otherwise disposed of, in accordance with the provisions of this Declaration; and the rights of the Mortgagee of any Townhome or Single Family Home under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in this Declaration with respect to the application of insurance proceeds to reconstruction of the Common Property.

In the event that the proceeds of any policy insuring against such loss or damage and payable by reason thereof shall be insufficient to pay the cost of repair, restoration or reconstruction, or the affected Common Property is not insured against the peril causing the loss or damage, either (i) the Board shall, subject to the remainder of this Paragraph 10(a), restore or reconstruct said area, using insurance proceeds and reserve funds of the Association, if any, to pay the costs thereof and if said sums are insufficient, the Board shall assess a special assessment to pay therefor as provided for herein or (ii) upon the affirmative vote of seventy-five percent (75%) of the Voting Members voting at a meeting duly called for that purpose, the President of the Association shall execute and record an amendment to this Declaration for the purpose of

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withdrawing the affected portion of the Property or any part thereof from the provisions of this Declaration. Upon the recording of such an amendment to this Declaration, no Common Expenses attributable to the period after recording of the amendment shall be accrued in connection with such portion(s) of the Property and the Percentage Interest of each owner shall remain unchanged. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated on the basis of each owner's Percentage Interest prior to said withdrawal. If at the time of said withdrawal, Developer or Trustee has not conveyed a Townhome or Townhomes or Single Family Home or Single Family Homes to a purchaser for occupancy purposes, that Townhome or Townhomes or Single Family Home or Single Family Homes shall nonetheless be included in the calculation of the Percentage Interest and distribution of said proceeds as if it or they were fully constructed, conveyed and occupied.

(b) Damage or Destruction of a Townhome or Single Family Home. Subject to the provisions of Paragraphs 11 and 12, in the event a Townhome or Single Family Home shall suffer damage or destruction from any cause, the owner thereof shall be obligated to reconstruct said damaged or destroyed portion. No reconstruction or new construction shall be commenced, erected or maintained, except interior alterations, until the construction plans and specifications showing the nature, grade, design, kind, shape, height, materials, vegetation, color scheme, location on the Real Estate and approximate cost of landscape plan are submitted to and approved by the Architectural Review Committee as provided in the By-Laws.

(c) Insurance. The Board shall have the authority to and shall obtain insurance for the Common Property against loss or damage by fire, debris removal, lightning, windstorm, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the common Property, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of replacing the improvements constituting the Common Property, or any part thereof to substantially the same condition in which they existed prior to the damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association. All policies of insurance shall contain a waiver of any possible co-insurance penalty or an agreed amount endorsement for the blanket property limit of liability, and a waiver of any defenses based upon invalidity arising from the acts of the insured, and shall contain a waiver of subrogation rights by the insurer against individual owners, and against the Trustee, Developer and all employees and agents of each of

The Board shall have the authority to and shall obtain a fidelity bond indemnifying the Association, the Board, the Owners, Trustee the Developer, and the joint venturers of the Developer for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or the Managing Agent, or any other person handling the funds of the Association, the Board or the Owners in such amount as the Board shall deem desirable, but in accordance with legal requirements and not less than one hundred twenty-five percent (125%) of the amount of the

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deemed desirable, (but in no case less than \$1,000,000 for bodily injury and property damage for any single occurrence, and workmen's compensation insurance and other liability insurance as it shall deem desirable, insuring individually and severally, each owner (as to the Common Property only), Mortgagees, if any, (as to the Common Property only), the Association, its officers, directors and Board, the Trustee, the Developer, the joint venturers of the Developer, the Managing Agent, and their respective officers, directors, employees, agents and all persons acting as agents, if any, from liability in connection with the use, management, existence and ownership of the Property and any portion of the Real Estate now or hereafter dedicated to the Village or any other governmental body or agency and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Each owner shall be included as an additional insured but only with respect to the Common Property and these portions of the Real Estate which are now or hereafter dedicated to the Village or any other governmental body or agency. The Trustee, the Developer, the joint venturers of the Developer and each employee and officer of any joint venturer of the Developer shall be included as additional insureds in their capacity as owner or member of the Board. Such insurance shall also contain a waiver of subrogation rights by the insurer against any of the above-named insured persons, and a waiver of any defenses based upon invalidity arising from the acts of the insured. The Board shall retain in effect keeping any public liability policy for twenty-three (23) years after the expiration date of the policy.

them and all tenants and others holding through or under Trustee, Developer or any owner, and shall cover claims of one or more insured parties against other insured parties. During the period while the improvements to the Property are still under construction, the above insurance requirements shall be deemed satisfied by the so-called "All-Risk Builder's Risk" insurance and fire and extended coverage insurance written on a completed value basis for the full insurable value of the improvements to the Common Property.

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total annual budget. The premium for such fidelity bond shall be a common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expressions.

The board shall also have authority to and may obtain errors and omissions insurance and any other insurance as it shall deem desirable, in such amounts, from such sources and in such forms as it shall deem desirable, insuring each member of the board and officer of the Association, and member of any committee appointed pursuant to the By-Laws of the Association from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee.

The Board shall also have the authority to and shall obtain in any other insurance reasonably required by the Veterans Administration, the Federal Housing Authority, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any Mortgage, in such amounts, from such sources and in such forms as it deems desirable.

All policies procured by the Board shall provide that coverage shall not be prejudiced by: (1) any act or neglect of the owners when such act or neglect is not within the control of the Association or (ii) failure of the Association to comply with any warranty or condition with regard to any portion of the Property over which the Association has no control. The Board shall notify all insured persons concerning the cancellation of any insurance obtained pursuant to the terms of this Paragraph 10 and naming those persons as insured thereunder.

All policies of insurance shall contain standard mortgage clause endorsements in favor of each Mortgagee as its respective interest may appear and to the extent possible shall provide that such policy shall not be canceled, terminated or substantially modified without at least thirty (30) days prior written notice to each Mortgagee.

The premiums for all insurance in connection with the common Property shall be a common Expense. However, at the option of the Board, and upon written notice to all owners, premiums for insurance shall be separately billed to each owner in proportion to his corresponding Percentage Interest in the Association; provided, however, that any insurance premiums assessed on a basis reflecting increased charges for coverage on a certain Townhome or Townhomes or Single Family Home or Single Family Homes may, at the discretion of the Board, be assessed to such Townhome or Townhomes and Single Family Home or Single Family Homes.



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In the event of any loss suffered by the Common Property which is One Hundred Thousand Dollars (\$100,000) or less, the Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be a Common Expense. In the event of any loss suffered by the Common Property in excess of One Hundred Thousand Dollars (\$100,000) in the aggregate, the Board shall engage a corporate trustee as aforesaid.

Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release of the insurance company's liability under such policy from the Board, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, the Trustee, the Developer, the joint venturers of the Developer, the manager and Managing Agent of the Property, it any, and their respective directors, officers, employees, attorneys and agents, and all tenants and others holding through or under the Trustee and Developer, for damage to the Common Property, the Townhomes, or Single Family Homes, or to any personal property located in the Townhomes, or Single Family Homes or Common Property, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance; provided that this waiver and release shall be effective only if it does not affect the right of the insured under the applicable insurance policy to recover thereunder.

Each Owner shall be responsible for obtaining his own insurance on any structure, including a Townhome or Single Family Home, constructed upon his or her Townhome Property or Single Family Property, as the case may be, as well as his additions and improvements thereto, decorating, furnishings and personal property therein, personal property stored elsewhere on the Property and his or her personal liability to the extent not covered by the liability insurance for all of the owners obtained on the Common Property by the Board hereunder. In addition, in the event an owner desires to insure against his personal liability

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and loss or damage to the Common Property by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the owners, as above provided, said owner may, at his option, obtain such additional insurance. In no event shall any insurance obtained by the Board under this Paragraph 10 be brought into contribution with insurance procured by owners or their respective Mortgagees in respect to their Townhomes or Single Family Homes.

(d) Eminent Domain. If the state, a political subdivision or any corporation, agency, or authority shall seek to exercise a power of eminent domain against any of the Common Property, the Board, promptly after receiving notice thereof, shall notify each owner and each Mortgagee of said owners. The Board shall represent the Association in any condemnation proceedings brought in whole or in part against the Common Property and may negotiate, settle, or enter into agreement with the condemning authority on behalf of the Association. Each deed, mortgage, trust deed or other instrument with respect to a Townhome or Single Family Home, and the acceptance thereof, shall be deemed a grant of power to the Board as attorney-in-fact for the owners in connection with the condemnation of the Common Property, and an acknowledgment of and consent to such power. After the appropriate compensation has been paid by such authority and such authority becomes vested with fee simple title (or such lesser estate, interest, or easement) to the Common Property or any portion thereof, the Board may authorize the President of the Association to execute and record an amendment to the Declaration for the purpose of withdrawing such portion of the Common Property from the provisions of the Declaration. Such amendment to the Declaration shall contain an amended legal description of the Real Estate. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of Common Property shall be allocated on the basis of each owner's Percentage Interest at the Association and shall be paid to the owners and their respective Mortgagees, as their percentages and interests appear. If at the time of said withdrawal, Developer or Trustee has not conveyed a Townhome or Townhomes or Single Family Home or Townhomes to an owner for occupancy purposes, that Townhome or Townhomes or Single Family Home or Single Family Homes shall nonetheless be included in the calculation of the Percentage Interest and distribution of said proceeds as if it or they were fully constructed, conveyed and occupied.

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If the state, a political subdivision, or any corporation, agency or authority shall seek to exercise a power of eminent domain against any Townhome or Single Family Home, or any portion thereof, all owners affected shall, promptly after receiving notice thereof, notify the Association. Each owner of a Townhome and Single Family Home subject to the condemnation proceeding shall have the right to participate in said proceeding, and the Association shall participate in said proceeding, but the latter shall participate only to the extent a portion of the common property is involved. After the appropriate compensation has been paid by such authority and such authority becomes vested with fee simple title (or such lesser estate, interest or easement) to such Townhome or Single Family Home or portion thereof, the Board may authorize the President of the Association to execute and record an amendment to the Declaration for the purpose of withdrawing said property from the provisions of the Declaration. Such amendment to the Declaration shall also contain an amended legal description of the Real Estate and a reallocation of each Owner's Percentage Interest in the Association, said reallocation to be on the basis of the Percentage Interest of each remaining Owner (including the adjusted Percentage Interest of any Owner of a Townhome or Single Family Home partially condemned as provided hereunder). No assessment for common Expenses attributable to the period after the recording of the amendment to the Declaration shall be required for such withdrawn Townhome or Single Family Home, or portion thereof. If only a portion of a Townhome or Single Family Home is withdrawn, the Percentage Interest apportioned to that Townhome or Single Family Home shall be reduced upon the basis of diminution in square footage of the floors of the Townhome or Single Family Home, as reasonably determined by the Board, and such reduced Percentage Interest shall be used in computing future assessments for common Expenses. Any condemnation award or other proceeds received by the Association in connection with the condemnation of a Townhome or Single Family Home, or part thereof, after deducting therefrom any unpaid assessment for such Townhome or Single Family Home, shall be distributed to the Owner or Owners whose Unit or Single Family Home was condemned, on an equitable basis, to be determined by the Board, and need not be in proportion to those Owner's Percentage Interest in the Association. Any condemnation award or other proceeds received by an Owner directly from the condemning authority shall be subject to the Association's lien for unpaid assessments against that Owner's Townhome or Single Family Home.

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11. MAINTENANCE, REPAIRS AND REPLACEMENTS: RESERVE AND MAINTENANCE FUNDS.

(a) Maintenance, Repairs and Replacements of Townhomes and Single Family Homes. Each Owner, at his own expense, shall maintain his Townhome or Single Family Home in a first class condition that maintains the harmonious appearance of the Property, shall furnish and be responsible for all maintenance of, repairs to and replacements of all interior and exterior portions of his or her Townhome or Single Family Home, including but not limited to the roof and structural components of said Townhome or Single Family Home. Each Owner of a Single Family Home, at his own expense, shall maintain the parkways located between his parcel lines and the edges of a Private Road on which said parcel abuts or to which said parcel is adjacent. Whenever the Board shall determine, in its discretion, that maintenance or repair of any Townhome, Single Family Home or Townhome Property is necessary to protect the Common Property or any other portion of the Property or to maintain the harmonious appearance of the Property, the Board may cause a written notice of the necessity for such maintenance or repair to be issued to such Owner. If such Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Owner.

(b) Maintenance, Repairs and Replacements of Common Property. Maintenance, repairs and replacements of the Common Property required to be maintained, repaired or replaced pursuant to this Declaration or the Declaration of Covenants shall be furnished by the Association and the cost of all such maintenance, repairs and replacements shall be a Common Expense, subject to the By-Laws, rules and regulations of the Association. Maintenance of the Common Property shall include, without limitation, maintenance of landscaping, street lights and poles and gateposts, walls, the gatehouse and entranceway, fountains, detention ponds, Private Roads and curbs and gutters thereto, fences and storm sewers and emergency exits.

(c) Maintenance of Party Walls. The rights of each Owner and occupant of a Townhome to use and possess his or her Townhome, and the rights of every Mortgagee thereof, shall be subject to the rights, easements, covenants, burdens, uses and privileges hereafter set forth in this Paragraph 11(c) (the "Party Wall Agreement"):

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(1) All walls of a Townhome or Townhomes which serve two or more Townhomes, and any internal components therein presently existing, or hereafter installed, and designed for the common use of two adjacent Townhomes, shall at all times be considered party walls (the "Party Walls").

(ii) When and as conveyed by Trustee, each Owner of a Townhome shall own in tenancy in common with the Owner of an adjacent Townhome any Party Wall which connects said Townhomes. The interests of said Owners shall be an equal one-half (1/2) each, from the respective interior surface of the Party Wall to the middle thereof. Where two adjacent Townhomes are divided by a Party Wall, the Owner of one of the Townhomes shall, for the purpose of this Agreement, be referred to as the "First Party"; the other Owner shall, for the purpose of this Agreement, be referred to as the "Second Party".

(iii) The Trustee hereby gives, grants and demises unto the First Party an easement of use for support purposes of so much of the Party Wall as shall rest upon a portion of the Property and comprising the Townhome owned by the Second Party, and Trustee also gives, grants and demises unto Second Party an easement of right of use for support purposes of so much of the Party Wall that rests upon a portion of the Property and comprises the Townhome owned by the First Party.

(iv) Easements hereby given and granted shall be appurtenant to the respective Townhome Property upon which each Townhome is located so that the Townhome Property of each Owner shall be both a dominant tenement and a servient tenement with respect to the benefit and burden of the said easements.

(v) The First Party and the Second Party shall be jointly and severally responsible for repairing and maintaining the Party Wall as required herein. In the event it shall be necessary to make repairs to a Party Wall at any time, either First Party or Second Party or the Association may make such repairs upon thirty (30) days prior notice to the other party or parties and the Association, except where an objection to the proposed repairs is made within thirty (30) days of the service of said notice. If no objection to the proposed repairs is made within thirty (30) days of the service of said notice and the repairs are made, a copy of the bills with respect thereto shall be issued those of the First Party, Second Party and Association who did not authorize such repairs and the First Party and Second Party shall promptly pay one-half (1/2) the cost thereof. If within thirty (30) days of the service of a notice of such intent to repair, any of the First Party, Second Party or Association who did not

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(d) Discharge of Liens. The Board may cause to be discharged any mechanic's lien or other encumbrance against the common property, rather than against a particular Townhome or Single Family Home. When less than

12. (x) This Agreement shall in no way alter or be deemed to affect an owner's rights and obligations to repair, maintain and restore his or her Townhome (other than the Party Wall provided herein) as provided in the remainder of this Paragraph and Paragraph

(ix) All disputes regarding a Party Wall, including but not limited to disputes regarding the allocation of costs of repair, maintenance and replacement thereto and thereof, shall be submitted to the Architectural Review Committee, whose determination shall be final and binding upon all parties involved.

(viii) The discontinuance of the use of a Party Wall by either First Party or Second Party, at any time, shall not relieve either such party of his duty to preserve and repair said Party Wall and shall not terminate the rights of either party pursuant to subparagraph (vii) hereof for ingress and egress.

(vii) The Trustee hereby gives, grants and demises unto First Party and Second Party an easement of ingress and egress over the Townhome and Townhome Property of the other for the purpose of making repairs on and to the Party Wall as provided herein, to the extent that the use of such easement will not interfere with the reasonable use of the Townhome and Townhome Property proposed to be entered to conduct such repairs.

(vi) Neither First Party nor Second Party, nor occupants claiming therethrough, shall in any manner cause or permit any damage to result to a Party Wall, or alter said Party Wall except pursuant to Paragraphs 11 and 12 hereof. Either party or occupants may decorate his portion of the Party Wall as provided in the remainder of this Paragraph and in Paragraph 12.

(v) If the Association pays the cost of such repairs, it shall assess said costs against the First Party and Second Party as a special assessment as provided herein. shall be binding upon the First Party, Second Party and Association. If the Association pays the cost of such repairs, it shall assess said costs against the First Party and Second Party as a special assessment as provided herein. necessity of such repairs and the allocation of cost thereof shall be binding upon the First Party, Second Party and Architectural Review Committee, whose decision as to the repairs shall be made until the matter is submitted to the party proposing to make repairs, in which case no thereto, the objecting party shall make such objection known serve the notice with respect to such repairs objects

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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 and expenses) incurred by reason of such lien.

(e) Damage to the Common Property or a Townhome or Single Family Home. If, due to the act or neglect of an owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the common property or to a townhome or single family home owned by another, or any maintenance, repair or replacement are required which would otherwise be a common expense, then such owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance.

(f) Access to Townhomes or Single Family Homes. The authorized representatives of the Association, Board or Managing Agent with approval of the Board shall be entitled to reasonable access to a townhome and townhome property or single family home and single family property, as may be required in connection with the preservation thereof in the event of any emergency, or to effect such other repairs, improvements, replacements or maintenance within, or to the common property or townhome property or any party wall, equipment, facilities or fixtures affecting or serving other townhomes and townhome property or single family homes or single family property, or the common property. Any liability, loss or damage incurred or caused by such entry shall be borne by the Association as a common expense.

(g) Reserve and Maintenance Funds. (i) An initial working capital and contingency reserve fund ("initial working capital and contingency reserve") and an insurance reserve fund shall be established from the moneys deposited by the owners at each closing. (ii) A maintenance reserve fund ("Maintenance Reserve") for the maintenance, repair and replacement of the common property shall be established from the moneys deposited by the owners at each closing and shall be supplemented by regular assessments of common expenses paid by the owners (other than Trustee and Developer, whenever funds are expended from the Maintenance Reserve, the Board shall have the authority to cause such funds to be replaced from regular assessments so that the Maintenance Reserve always contains funds in a minimum amount, as determined by the Board from time to time.

(i) An initial working capital and contingency reserve fund ("initial working capital and contingency reserve") and an insurance reserve fund shall be established from the moneys deposited by the owners at each closing and shall be supplemented by regular assessments of common expenses paid by the owners (other than Trustee and Developer, whenever funds are expended from the Maintenance Reserve, the Board shall have the authority to cause such funds to be replaced from regular assessments so that the Maintenance Reserve always contains funds in a minimum amount, as determined by the Board from time to time.

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(a) Alterations, Additions or Improvements. Except during the initial construction of the Townhomes and Single Family Homes by the Developer and Trustee, and or their successors or assigns, no Single Family Home, Townhome, building, fence, wall or other structure or landscaping (except the maintenance of existing landscaping) shall be commenced, erected or maintained, nor shall any addition to or change or alteration on the Real Estate be made to an existing Single Family Home, Townhome, building, fence, wall or other structure located on the Real Estate, except interior alterations, and no building, fence, wall or other structure or landscaping shall be commenced, erected or maintained on the common property, until the construction plans and specifications, showing the nature, grade, design, kind, shape, height, materials, vegetation, color scheme, location on the Real Estate and approximate cost of landscape plan are submitted to and approved in writing by an architectural review committee (the "Architectural Review Committee"). The Architectural Review Committee shall have the right to deny approval to any construction plans or specifications, which are not suitable or desirable in its sole opinion, for aesthetic or other reasons, however approval shall not be arbitrarily, capriciously or unreasonably withheld or delayed. In so passing upon such construction plan or specification, the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed building or other structure or vegetation on the appearance from adjacent or neighboring Townhomes or Single Family Homes in the Development. If the Architectural Review Committee approves an owner's plans and specification and that owner commences construction on his Townhome or Single Family Home, said construction shall be in conformance with the plans and specifications approved and all applicable building codes, zoning ordinances and other governmental restrictions and requirements. The Architectural Review Committee shall be governed by the provisions of Article IV of the By-Laws.

(iii) other funds and reserves shall be established by the Board, out of moneys deposited by the Trustee and the owners at each closing or otherwise, in such amounts as are required by any statute, ordinance or regulation of any governmental or quasi-governmental entity having or obtaining jurisdiction over the property.

The Board shall administer such funds or reserves pursuant to the Declaration, By-Laws and its own rules and regulations, but the Board shall not be required to obtain owners' or Mortgagees' approval for any assessment made in order to replenish such funds or reserves.

12. ALTERATIONS, ADDITIONS OR IMPROVEMENTS, DECORATING AND MAINTENANCE.

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The Board may authorize and charge as part of the Common Expenses the cost of alterations, additions and improvements of any of the Common Property, as provided in the By-Laws, subject however, to the limitations contained in this Declaration. Any Owner may make alterations, additions or improvements within his Townhome or Single Family Home without the prior written approval of the Architectural Review Committee, provided the same do not affect the Common Property or the exterior appearance or structural integrity of an exterior wall of the Single Family Home, Townhome or adjacent Townhomes, but such Owner shall be responsible for any damage to other Townhomes or Single Family Homes, the Common Property, the Property, or any part thereof, resulting from such alterations, additions or improvements. No antennas or satellite dish may be placed on any Townhome or Single Family Home.

(b) Decorating and Maintenance. Subject to the requisites approval of the Architectural Review Committee as to exterior work, each Owner shall maintain in good condition and redecorate the interior and exterior of his or her Townhome or Single Family Home and Single Family Property, at the expense of said Owner, including but not limited to painting, wall papering, roofing, tuck pointing, sandblasting, wall papering, window washing, cleaning, paneling, floor covering, draperies, window shades, storm and screen doors (provided that, except as the Architectural Review Committee shall otherwise determine, all such storm and screen doors shall be aluminum and shall be painted white and all storm doors shall contain clear glass), curtains, lighting and other furnishings and decorating. No exterior decorating or furnishing of a Townhome or Single Family Home shall be commenced without the prior approval of the Architectural Review Committee. Decoration of the Common Property and any redecorating of Townhomes or Single Family Homes, to the extent such redecorating is made necessary by damage to Townhomes or Single Homes caused by maintenance, repair or replacement of the common Property by the Association, shall be furnished by the Association, and the cost thereof shall be a common expense. The Owner of any Townhome or portion thereof which is located above a Townhome or portion thereof owned by another Owner shall install and maintain in every room of his Townhome, other than the bathrooms, kitchen and utility room thereof, wall-to-wall carpeting of a quality which, in the Architectural Review Committee's reasonable judgment, is equal to or better than the carpeting originally installed therein.

13. ENCROACHMENTS. If any portion of the Common Property encroaches upon any Townhome and Townhome Property or Single Family Home and Single Family Property, or if any Townhome and Townhome Property or Single Family Home and Townhome Property encroaches upon any portion of the

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(c) Association's Right to Purchase at an Involuntary or Voluntary Sale. The Board shall have the power and authority to bid and purchase or lease, for and on behalf of the Association, any Townhome or Single Family Home, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses, or an order or direction of a court, or at any other involuntary sale or voluntary sale, upon the consent or approval of the Voting Members representing not less than

(b) Limits on Lease Terms. No Townhome or Single Family Home shall be leased by an owner for hotel or transient purposes or for a term less than six (6) months and no portion of a Townhome or Single Family Home which is less than the entire Townhome and Townhome Property or Single Family Home and Single Family Property shall be leased. Each lease of any one or more Townhomes or Single Family Homes shall be in writing and a copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under this Declaration and the By-Laws and (it said lease involves a Single Family Home) the Declaration of covenants, of the owner making such lease and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The owner making such lease shall not be relieved thereby from any of said obligations.

(a) Unrestricted Transfers. Subject to subparagraph (b) below, an owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his entire Townhome and Townhome Property or Single Family Home and Single Family Property. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within five (5) days following consummation of such transfer.

14. TRANSFER OF A TOWNHOME OR SINGLE FAMILY HOME.

Common Property or any other Townhome and Townhome Property or Single Family Home and Single Family Property as a result of the construction, repair, reconstruction, settlement, movement or shifting of any of the Townhomes, Single Family Homes or Common Property, a valid mutual easement shall exist in favor of the Association and the respective owners involved to the extent of such encroachments, so long as the same shall exist. A valid easement shall not exist in favor of any owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

15. USE AND OCCUPANCY RESTRICTION. No part of the property shall be used for other than housing and other common purposes for which the property was designed, subject to the provisions of the Declaration and By-Laws and the rules and regulations of the Board or Association, and (as to the Single Family Homes only) the Declaration of Covenants. Each Townhome and Single Family Home or any two (2) or more adjoining Townhomes or Single Family Homes used together shall be used as a residence or for such other

(ii) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 14, for the purpose of implementing and effectuating said provisions.

(i) The Association or a land trust of which the Association is a beneficiary shall hold title to or lease any Townhome or Single Family Home pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Owners. The Board shall have the authority at any time to sell, lease or sublease said Townhome or Single Family Home on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Townhome or Single Family Home be sold for less than the amount paid by the Association to purchase said Townhome or Single Family Home unless Voting Members representing not less than seventy-five percent (75%) of the Voting Members present at a meeting called for said purpose at which a quorum is present first authorize the sale for such lesser amount. All of the net proceeds from such a sale, lease or sublease shall be applied in such manner as the Board shall determine.

(e) Miscellaneous.

(d) Financing of Purchase by Association. The Board shall have authority to make such mortgage arrangements and other financing arrangements, and to authorize such special assessments proportionately according to the Percentage Interests among the respective Owners, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Townhome or Single Family Home, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the property other than the Townhome or Single Family Home, or interest therein to be purchased or leased.

(c) Financing of Purchase by Association. The Board or its duly authorized agent may bid and pay for said Townhome or Single Family Home. Such consent shall set forth a maximum price which at a meeting called for said purpose at which a quorum is present. Two-thirds (2/3rds) of the total Voting Members present at

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(a) In general, in the event of any default or violation of the provisions of this Declaration or the By-Laws or rules and regulations of the Board or Association by any owner (either by his own conduct or by any other occupant of his Townhome or Single Family Home), or in the event an owner of a Single Family Home, either by his own conduct or by that of an occupant of a Single Family Home, violates any provision of the Declaration of Covenants, the Association, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and

16. REMEDIES.

The Common Property shall be used, subject to the easements granted or reserved by this Declaration, only by the owners and their tenants, agents, servants, family members, licensees and invitees for access and ingress to and egress from the respective Townhomes or Single Family Homes and for such other purposes incidental to residential use of the Townhomes or Single Family Homes. Said use and the maintenance and operation of the Common Property shall not be obstructed, damaged or unreasonably interfered with by any owner, and shall be subject to any lease, concession, easement or license presently in existence or granted by the Board or by the Trustee at some future time, affecting any part or all of said Common Property.

purpose permitted by this Declaration and for no other purpose. Each garage located in or appurtenant to a Townhome or Single Family Home shall be used only by the owners of occupants thereof, or their guests, and shall not be used for rental purposes. That part of a Party Wall of any two (2) or more Townhomes used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Townhomes, provided the plans for said alterations are approved by the Architectural Review Committee as set forth herein. The cost of making such alterations shall be paid in full by the owner or owners making such alterations, as provided in the Declaration and By-Laws. The foregoing restrictions as to residential use shall not, however, be construed in such manner as to prohibit an owner from: (1) maintaining his personal or professional library therein; (2) keeping his personal, business or professional records or accounts therein; or (3) handling his personal, business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions. Notwithstanding the foregoing, that property which constitutes or which when built will constitute the Golf Course is not part of the Real Estate or the Property and is not subject to this Declaration.

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remedies which may be provided for in this Declaration or the By-Laws, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Owner, Occupant and/or others:

(1) for enforcement or foreclosure of any liens and the appointment of a receiver for the Townhome or Single Family Home, and ownership interest of such Owner, without notice and without regard to the value of such Townhome or Single Family Home the ownership interest or the solvency of such Owner;

(ii) for damages;

(iii) for an injunction or specific performance;

(iv) for the right to take possession of the Townhome or Single Family Home, rent the Townhome or Single Family Home and apply the rents received to payment of unpaid assessments and interest accrued thereon;

(v) to sell the Townhome or Single Family Home at a judicial sale, as hereinafter in this Paragraph 16 provided, or

(vi) for any combination of the above or for any other relief.

Any Owner aggrieved by any violation by the Association, Board or any other Owner or occupant of the provisions of this Declaration or the By-Laws or the rules and regulations of the Board or Association or in the case of a Single Family Home, the Declaration of Covenants, shall have the right, by any proceedings available at law or in equity, of recovery of damages or for injunctive relief, or both.

(b) Association Self-help. In the event of any default or violation by any Owner set forth in Paragraph 16(a) hereof, the Association, the Board and the Managing Agent and their successors and assigns, if so authorized by the Board, shall have the authority to enter upon that part of the property where such violation or breach exists and summarily abate, remove and correct such default or violation and to do whatever may be necessary for such purpose. All expenses incurred by the Association in connection with this Paragraph 16(b) shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective portion of the common expenses and the Association shall have a first lien for all of the same upon the defaulting Owner's Townhome and Townhome property or Single Family Home and Single Family

16(a) hereof, the Association, the Board and the Managing Agent and their successors and assigns, if so authorized by the Board, shall have the authority to enter upon that part of the property where such violation or breach exists and summarily abate, remove and correct such default or violation and to do whatever may be necessary for such purpose. All expenses incurred by the Association in connection with this Paragraph 16(b) shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his respective portion of the common expenses and the Association shall have a first lien for all of the same upon the defaulting Owner's Townhome and Townhome property or Single Family Home and Single Family

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Property, together with any refrigerator, stove, or other appliance or personal property which was sold along with the Townhome or Single Family Home by the Trustee or the Developer, or their successors and assigns; provided, however, that such lien shall be subordinate to the lien of all Mortgages and such lien shall be subordinate to all other liens of prior recorded encumbrances, except for the amount of the proportionate share of said Common Expenses which becomes due and payable from and after the date on which said Mortgage or other encumbrance owner or holder either takes possession of the Townhome or Single Family Homes, accept a conveyance of an interest therein (other than as a security) or causes a receiver to be appointed. Said actions of the Association, the Board, the Managing Agent or their successors and assigns shall not constitute a trespass.

(c) Injunctive Relief. In the event of any default or violation by any Owner or Occupant set forth in Paragraph 16(a) hereof, and if such default or violation shall continue for ten (10) days after notice to the Owner or Occupant in writing from the Board, provided no notice shall be required or period for cure allowed if a notice has been issued to said Owner or Occupant or against said Townhome or Single Family Home in the two (2) year period immediately preceding the default or violation, then the Board shall have the power to file an action against the defaulting Owner or Occupant for a judgment or injunction, requiring the defaulting Owner or Occupant to comply with the provisions of this Declaration and the By-Laws and the rules or regulations adopted by the Board or the Association, and granting other appropriate relief, including money damages.

(d) Involuntary Sales. In the event the Association has the right to foreclose a lien on a Townhome or Single Family Home by reason of any default or violation by any Owner set forth in Paragraph 16(a) hereof, the Association and the Board shall have the power to sell the Townhome or Single Family Home at a judicial sale, following a foreclosure of such lien in like manner as in the case of foreclosure of a mortgage against real property. The proceeds of any judicial sale shall first be paid to discharge court costs, court reporter charges, title charges, reasonable attorneys' fees and costs and all other expenses of the proceedings and sale, and all such items shall be taxed against the defaulting Owner in a final judgment. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale and the expiration of any applicable redemption periods, the purchaser shall thereupon be entitled to a deed to the Townhome or Single Family Home and to immediate possession of the Townhome or Single Family Home sold, and

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17. AMENDMENT. Prior to the Turnover Date, the Trustee and the Developer shall have the authority, without the consent of any other party, to make any amendment to the Declaration (a "corrective Amendment") necessary to induce any lender to make loans for the construction of Townhomes or Single Family Homes or other improvements on the Property; (ii) induce any governmental or quasi-governmental authority to make, buy, sell, guarantee or insure a mortgage granted by an Owner; and (iii) clarify any apparently conflicting provisions of the Declaration and/or correct any mistakes or errors of a clerical nature resulting from typographical or similar errors. In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Trustee, acting by and through its duly authorized officers, and the Developer or a

(e) Cumulative Rights. No Waiver of Rights. Any and all rights and remedies provided for in this Paragraph 16 may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board, and the failure of the Association or Board to enforce any of the covenants, conditions or restrictions set forth herein shall not be deemed to be a waiver of said covenants, conditions or restrictions.

may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and all other expenses of the proceeding and sale, and all damages liquidated or otherwise, together with interest thereon at the interest rate until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of the Common Expenses owed by that Owner, and the Association shall have a first lien for all of the same, as well as for nonpayment of his respective share of the Common Expenses, upon the Townhome or Single Family Home and upon all of his additions and improvements thereto and any refrigerator, stove or other appliance or personal property which was sold along with the Townhome or Single Family Home by Trustee or Developer, or their successors and assigns; provided, however, that such lien shall be subordinate to the lien of a Mortgage and such recorded encumbrances, except for the amount of the proportionate share of such Common Expenses which become due and payable from and after the date on which the said encumbrance owner or holder either takes possession of the Townhome or Single Family Home, accepts a conveyance of any interest therein (other than as a security) or causes a receiver to be appointed.

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designee thereof, and their agents and each of them singly, as attorney-in-fact, to amend the Declaration by any Corrective Amendment. The execution of each deed, mortgage, trust deed or other instrument with respect to a Townhome or Single Family Home and the acceptance thereof shall be deemed a grant of such power to each of said attorneys-in-fact, an acknowledgment of and consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the Declaration by any Corrective Amendment.

Prior to the Turnover Date, no Owner or Owners shall have a right to amend this Declaration. Subsequent to the Turnover Date, in addition to amendments of the Declaration pursuant to the provisions of Paragraphs 6 and 10, subject to the restrictions on amendments hereof contained in this Declaration, following the affirmative vote of Owners representing not less than two-thirds (2/3rds) of the total Owners at a meeting or meetings duly called for such purpose, the Declaration may be changed, modified or rescinded by an instrument in writing, signed by the President of the Association and acknowledged by the Secretary thereof, setting forth such change, modification or rescission; provided, however, that all first mortgages which have complied with Paragraph 8 hereof have been notified of such change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing and the vote of the Owners is made a part of such instrument.

Any change, modification or rescission of the Declaration shall be effective upon recording of such instrument. 18. NOTICES. Notices provided for in this Declaration or the By-Laws shall be in writing, and, unless otherwise specified in a notice sent in accordance with this Paragraph 18, shall be addressed as follows:

(i) If to the Association and the President of the Association is not an Owner, then to Crystal Tree Ltd.  
3400 Dundee Road  
Northbrook, Illinois 60062;

(ii) If to the Association and the President of the Association is an Owner, then to the President at the address of his or her Townhome or Single Family Home;

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19. GOLF COURSE MAINTENANCE. The Golf Course is not part of the Real Estate. The Golf Course is owned by Developer or Trustee, and certain persons holding direct or indirect interests in the Development own or intend to acquire direct or indirect interests in the Golf Course. There are no contracts or agreements for use of the Golf Course by Owners and such use shall be only as permitted from time to time by the owner of the Golf Course. Notwithstanding the foregoing, the Developer intends that the Golf Course and the Property be part of a golf course/residential community for the mutual benefit of the Owners and the present and future owners and users of the Golf Course. To further such intention, the Trustee, on behalf of and for itself, the Association, the Developer, the joint venturers of Developer, the Owners, all occupants, all agents, contractors, guests, invitees and tenants of the Owners and all occupants, and the heirs, administrators, executors, personal representatives, successors and assigns of each of them (collectively the "Releasing Parties"), waive any claim, action or right accruing to any or all of them against any person now or hereafter owning the Golf Course or any direct or indirect interest therein (including any beneficial interest therein), and any manager or managing agent of the Golf Course, for damage or injury to person or property arising out of use of the Golf Course, except that no golfer shall be hereby absolved from his or

(iii) If to an Owner, then to that Owner, as the case may be, at his or her Townhome or Single Family Home; and

(iv) If to a Mortgagee, then to that Mortgagee at the address provided to the Association by such Mortgagee for that purpose.

Provided, however, notwithstanding any provision of this Declaration or the By-Laws, the Association shall not be obligated to give any notice to any Mortgagee unless such Mortgagee has previously notified the Association in accordance herewith of the address to which notices to such Mortgagee should be sent. Notices required to be given to a devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or her address appearing in the records of the court wherein the estate of such deceased Owner is being administered. Notices addressed as above either shall be sent by United States mail and shall be deemed served, delivered and effective when received, or shall be mailed by United States registered or certified mail, return receipt requested and shall be deemed served, delivered and effective two (2) business days after being mailed.

(11) In the event of a Uniform Commercial Code sale of the interest of Developer as beneficiary of Trustee or the assignment of said beneficial interest in lieu of such a sale or in lieu of foreclosure, the purchaser at such sale, including, if applicable, Developer, construction lender, American National Bank and

(1) Upon any voluntary assignment of the beneficial interest in Trustee (other than in lieu of foreclosure or in lieu of a Uniform Commercial Code sale), if the instrument assigning said beneficial interest explicitly so provides, the assignee shall be deemed a successor to the rights of Developer hereunder and under the By-Laws.

All rights granted to Trustee and Developer under this Declaration and the By-Laws shall inure to, and all obligations of Trustee and Developer thereunder shall be binding upon, the following respective successors and assigns of Trustee and Developer:

21. RIGHTS AND OBLIGATIONS. Each grantee of the Trustee and their successors and assigns, by the acceptance of a deed of conveyance, a mortgage or a trust deed, accepts said deed, mortgage or trust deed, as the case may be, subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits, and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

20. PERPETUITIES AND RESTRAINTS ON ALIENATION. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the descendants of Ronald Reagan, the now incumbent President of the United States, who are living on the date hereof.

Each owner, by acceptance of the deed conveying his or her Townhome or Single Family Home, for himself and all those claiming under him, shall be deemed to have agreed to, confirmed and ratified such waiver.

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22. LAND TRUSTEE AS OWNER. In the event title to any Townhome or Single Family Home is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Townhome or Single Family Home remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be considered an owner or owners for all purposes he or and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration, the By-Laws and rules and regulations of the Board or Association against such Townhome or Single Family Home. No claim shall

All references in this Declaration, including in this Paragraph 21, and in the By-Laws to Trustee or Developer shall include their respective successors and assigns described in this Paragraph 21 from and after the date each of such successors and assigns succeeds to the interests of Trustee and Developer or either of them as set forth hereinabove. Subject to the provisions of Paragraph 7, (aa) no successor or assign of Trustee or Developer described in (i) or (iii) above shall be liable for any amount accruing under this Declaration or the By-Laws prior to the date such successor or assign succeeds to the interest of Trustee and Developer or either of them, as the case may be, and (bb) no successor or assign of Trustee or Developer shall be liable for any act or omission (other than payment of any amount accruing under this Declaration or the By-Laws) of Trustee or Developer occurring before the date such successor or assign succeeds to the interest of Trustee and Developer or either of them, as the case may be. No person shall be deemed a successor or assign of Trustee and Developer or either of them solely by reason of receiving a conveyance of one or more Townhomes or Single Family Homes from Trustee or Developer.

(iii) Trustee and Developer or either of them may collaterally assign their respective rights hereunder and under the By-Laws to a lender, including Developer's construction lender, American National Bank and Trust Company of Chicago, Illinois, as security for financing for the construction of Townhomes or other improvements on the Real Estate. In the event such lender realizes upon its rights under such collateral assignment, such lender shall be deemed a successor to the rights of Trustee and Developer or either of them, as the case may be.

Trust company, Chicago, Illinois, shall succeed to the rights of Developer under this Declaration and the By-Laws without the necessity of any explicit assignment of said rights.

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be made against any such titleholding 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 any such lien or obligation shall continue to be a charge or lien upon the Townhome or Single Family Home and the beneficiary or beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Townhome or Single Family Home.

23. GENERAL PROVISIONS.

(a) Powers of Developer. Until such time as the Board provided for in this Declaration is formed, the Developer shall exercise all the powers, rights, duties and functions of the Board.

(b) Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in the Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(c) Liberal construction. The provisions of this Declaration and the By-Laws shall be liberally construed to effectuate its purpose of creating a uniform plan of operation of a first-class single family residential development project.

(d) Headings. The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the paragraphs and subparagraphs to which they apply.

(e) Severability. If any provision or provisions, or if any portion of any provision or provisions, in this Declaration or the By-Laws is found by a court of law to be illegal, invalid, unlawful, void or unenforceable as written, then it is Trustee's intent that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable; that the remainder of this Declaration and the By-Laws shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein; and that the rights, obligations and interests arising under the remainder of this Declaration and the By-Laws shall continue in full force and effect.

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24. EXECUTION OF DECLARATION BY TRUSTEE. This

Declaration is executed by Lasalle National Bank, as Trustee under Trust Agreement dated October 21, 1986, and known as Trust No. 111613, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that Lasalle National Bank, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration, which Trustee hereby warrants that it possesses full power and authority to execute this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust to the terms of this Declaration as hereinabove provided;

that any and all obligations, duties, covenants and agreements of every nature herein set forth by Lasalle National Bank, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust or their successors, and not by Lasalle National Bank, personally; and further that no duty shall rest upon Lasalle National 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, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust, and after the Trustee has first been supplied with funds required for that purpose. In event of conflict between the terms of this Paragraph 24 and of the remainder of this Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, Lasalle National Bank, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunder and has caused its name to be signed to these presents by its Assistant President and attested to by its President and attested to by its \_\_\_\_\_ day of \_\_\_\_\_, 1988.

(Corporate Seal)  
Lasalle National Bank, as Trustee as aforesaid and not individually

By: \_\_\_\_\_ Its: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

1988 APR 28 PM 12:43

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My Commission Expires:

My Commission Expires:

Notary Public

*Marka ...*

GIVEN under my hand and notarial seal this \_\_\_ day of \_\_\_\_\_, 1988.

I, \_\_\_\_\_ a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ respectively of LaSalle National Bank, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_, appeared before me this day \_\_\_\_\_ and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said association, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
S.S.

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100-004-80-001	27-08-200-001
100-001-80-002	27-08-202-001
100-107-08-401-001	27-08-401-002
100-08-201-001	27-08-203-001
100-004-80-001	100-008-80-001

lots are 1/3rd St, Grand Pl, etc

LOTS 1-10, BOTH INCLUSIVE, AND LOTS 213-220, BOTH INCLUSIVE, "TAKE-OUT PARCELS" 106-212, BOTH INCLUSIVE, IN CRYSTAL TREE, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

A RESIDENTIAL COMMUNITY

CRYSTAL TREE,

FOR

HOMEOWNER'S DECLARATION

EXHIBIT A

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ADJUSTED PERCENTAGE INTEREST

PERCENTAGE INTEREST

A RESIDENTIAL COMMUNITY

CRYSTAL TREE,

FOR

HOMEOOWNER'S DECLARATION

EXHIBIT B

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All terms used in the following By-Laws have the same meanings as they have in the Homeowner's Declaration of Crystal Tree, a Residential Community (the "Declaration"), to the extent such terms are defined therein, which Declaration was recorded in the office of the Recorder of Deeds of Cook County, Illinois on \_\_\_\_\_, 1987 as Document No. \_\_\_\_\_.

A RESIDENTIAL COMMUNITY

CRYSTAL TREE,

OF

BY-LAWS

EXHIBIT C

ASSOCIATION; BOARD OF DIRECTORS

ARTICLE I

1. Board of Directors. (A) As provided in Paragraph 4 of the Declaration, an Association shall be formed which shall be the legal owner of the Common Property and governing body for all of the Owners and Property. The direction and administration of the Association shall be vested in a Board. Prior to the Turnover Date, the Board shall be comprised of one (1) person who shall be appointed by the Developer and shall direct and administer the Property pursuant to the powers set forth in Section 2 of this Article. Thereafter the Board shall consist of seven (7) persons who shall be appointed or elected in the manner herein provided (the "Board Members"). Each Board Member shall be one of the Owners and shall reside on the Property, provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a Board Member, provided such person must reside on the Property unless he is a Board Member nominated by the Trustee.

(B) At the initial meeting the Voting Members shall elect seven (7) Board Members. Voting shall be non-cumulative. Board Members elected at the initial meeting shall serve until the first annual meeting. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years; the four (4) persons receiving the next highest number of votes at the first annual meeting shall be elected to the Board for a term of one annual meeting shall be elected to the Board for a term of one

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(1) year. Upon the expiration of the terms of office of the Board Members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each. Officers and Board Members may succeed themselves. The Voting Members having at least two-thirds (2/3rds) of the total votes may from time to time increase or decrease the term of office of Board Members at any annual or special meeting, provided that such number shall not be less than three (3) and that the terms of at least one-third (1/3rd) of the Board Members shall expire annually. Board Members shall receive no compensation for their services. Vacancies in the Board, including vacancies due to any increase in the number of Board Members, shall be filled by the Voting Members present at the next annual meeting or at a special meeting called for such purpose. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the total number of the Board Members shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(C) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the Chief Executive Officer of the Board and the Association and who shall sign amendments to the Declaration and who shall appoint the members of the Architectural Review Committee as hereafter provided, a Secretary who shall keep the minutes of all meetings of the Board, the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional Officers as the Board shall see fit to elect.

(D) Any Board Member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3rds) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board Member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

(E) The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November, and at such other times as the Board may deem necessary. Meetings of the Board shall be open to any Owner and notice of any such meeting shall be mailed or delivered at least forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by the person or persons entitled to such notices. Notice of any such meeting shall be posted in a

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conspicuous place on the Common Property at least forty-eight (48) hours prior thereto.

2. General Powers and Limitations of the Board. (A) The Board shall be empowered to perform all acts authorized by the Declaration, including but not limited to the following:

(1) Operation, care, upkeep, maintenance, replacement and improvement of the Common Property and the Townhome Property;

(ii) Preparation, adoption and distribution of the annual budget for the Property;

(iii) Levying of assessments;

(iv) Collection of assessments from Owners;

(v) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Property and Townhome Property;

(vi) Obtaining, adequate and appropriate kinds of insurance;

(vii) Owning, conveying, encumbering, leasing and otherwise dealing with Townhomes or Single Family Homes conveyed to or purchased by it;

(viii) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property;

(ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(x) Paying for water, waste removal, other operating expenses, electricity, telephone and other necessary utility services for the Common Property;

(xi) Paying for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Property and the Townhome Property; and the Board shall have the exclusive right and duty to acquire supplies for the same as a Common Expense;

(xii) Paying for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of the Declaration or these By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a luxury residential community or for the enforcement of these restrictions.

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(H) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Owners, shall have the power to seek relief from or in connection

(G) Nothing contained herein shall be construed to give the Board, Association, or Owners authority to conduct an active business for profit on behalf of all the Owners or any of them.

(F) The Board may engage the services of a licensed Illinois Real Estate Brokerage Firm with at least ten (10) years of experience to manage the Property to the extent deemed advisable by the Board. However, no management agreement shall be for a term exceeding one (1) year and all management agreements shall be cancellable with ninety (90) days notice without cause and thirty (30) days notice with cause.

(E) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(D) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

(C) The Board's powers enumerated herein and described in the Declaration shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Common Property (other than for purposes of replacing or restoring portions of the Common Property) subject to all the provisions of the Declaration, requiring an expenditure in excess of Two Thousand Dollars (\$2,000.00) without in each case the prior written approval of Voting Members having two-thirds (2/3rds) of the total vote.

(B) The Board or its agent upon reasonable notice may enter any Townhome or Single Family Home when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board as a Common Expense.

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2. Voting Rights. There shall be one person with respect to each Townhome or Single Family Home who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). No Townhome or Single Family Home, regardless of the number of Owners thereof, shall be represented by more than one (1) vote. Such Voting Members shall be Owners or may be some person designated by such Owners to act as proxy on his or their behalf, provided that such designation of proxy shall be in the form of a

1. Percentage Interest in Association. As provided in Paragraph 4 of the Declaration, each Owner shall be a member of the Association and entitled to a Percentage Interest therein. The Percentage Interest of each Owner of a Single Family Home shall equal twenty-three/one hundredths percent (.23%); the Percentage Interest of each Owner of a Townhome shall equal seventy-seven percent (77%) times a number the numerator of which is the square footage of floor area of his or her Townhome as built and as set forth on the final architectural plans for said Townhome and the denominator of which is (the estimated total square footage of floor area of all Townhomes built and expected to be built). The Developer shall have the right to amend said denominator so that it reflects the total square footage of floor area of those Townhomes actually built and from time to time expected to be built. Exhibit B shall set forth the Adjusted Percentage Interest, if any, of each Owner and shall be amended from time to time to reflect any change therein.

Each Owner who is the Owner of a Townhome shall also be assigned an adjusted percentage interest (the "Adjusted Percentage Interest"). The Adjusted Percentage Interest shall be a number the numerator of which is the square footage of floor area of his or her Townhome as built and as set forth on the final architectural plans for said Townhome and the denominator of which is (the estimated total square footage of floor area of all Townhomes built and expected to be built). The Developer shall have the right to amend said denominator at any time so that it reflects the total square footage of floor area of those Townhomes actually built, and Exhibit B shall set forth the Percentage Interest of each Owner and shall be amended from time to time to reflect any change therein. Each Owner who is the Owner of a Townhome shall also be assigned an adjusted percentage interest (the "Adjusted Percentage Interest"). The Adjusted Percentage Interest shall be a number the numerator of which is the square footage of floor area of his or her Townhome as built and as set forth on the final architectural plans for said Townhome and the denominator of which is (the estimated total square footage of floor area of all Townhomes built and expected to be built). The Developer shall have the right to amend said denominator at any time so that it reflects the total square footage of floor area of those Townhomes actually built, and Exhibit B shall set forth the Percentage Interest of each Owner and shall be amended from time to time to reflect any change therein.

ASSOCIATION MEMBERS  
(OWNERS)

ARTICLE II

with the assessment of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses.

(C) Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-fifth (1/5) of the total votes and delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(B) The initial meeting of the Voting Members shall be held upon written notice given by the Trustee or Developer, of not less than twenty-one (21) days nor more than thirty (30) days. Such written notice may be given at any time but must be given not later than sixty (60) days after the Turnover Date or thirty-six (36) months from the date of recording of this Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the Voting Members on the first Wednesday of November following such initial meeting and on the first Wednesday of each succeeding November thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting.

(A) Meetings of the Voting Members shall be held at the property or at such other place in Cook County Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the Voting Members having at least 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 Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting.

signed writing and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designators, or by written notice to the Board by the Owner or Owners and, in no event, shall such designation or proxy be valid for a period exceeding eleven (11) months. Any or all Owners, and their designees, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the ownership of a Townhome or Single Family Home may vote or take any other action as a Voting Member either in person or by proxy. The Trustee shall designate the Voting Member with respect to any Townhome or Single Family Home owned by the Trustee. The Association shall have one class of membership only and nothing contained herein or in the Declaration shall permit or allow different classes of membership among the Owners.

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The Annual Budget shall also set forth each Owner's Proposed Common Expense assessment. Each Owner shall receive a copy of the Annual Budget at least thirty (30) days prior to the adoption thereof by the Board of Managers. The Annual Budget shall be assessed to the Owners as follows:

(ii) The other category ("Category Two Expenses") shall include all other anticipated maintenance, repair and replacement expenses for the Common Property (excluding those expenses of the Category One Expenses).

(i) One category ("Category One Expenses") shall include all the anticipated Common Expenses necessary for the maintenance, repair and replacement of the Townhome Property, including those expenses for lawn and vegetation maintenance and replacement of the Townhome Property and of each lot upon which a Townhome is located; and

1. Estimated Annual Budget and Assessments. Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all Common Expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements (the "Annual Budget"). The Annual Budget shall set forth with particularity all anticipated Common Expenses by two categories as well as all anticipated assessments and other income as follows:

ASSESSMENTS FOR COMMON EXPENSES

ARTICLE III

5. Miscellaneous. No merger or consolidation of the Association, sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association, or the purchase or sale of land or of a Townhome or Single Family Home on behalf of all Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3rd) of the votes of the Voting Members, unless a greater percentage is otherwise provided for in the Declaration.

4. Notices of Meetings. Notices of meetings required to be given herein shall be delivered or sent as provided in Paragraph 18 of the Declaration.

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2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or non-recurring Common Expense,

Each Owner shall receive notice as provided in Paragraph 1 of the Declaration of any meeting of the Board concerning the adoption of the Annual Budget or any increase, or establishment of an assessment unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, on the first of each and every month of said year, each Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12th) of the assessment against his Townhome or Single Family Home made pursuant to this section. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves in Category One Expenses or Category Two Expenses shall be credited according to each Owner's Percentage Interest or Adjusted Percentage Interest therein, as the case may be, to the next monthly installments due from Owners under the current year estimate, until exhausted, and any net shortage shall be added pro rata to the installments due in the succeeding months remaining in that calendar year after rendering of the accounting, according to each Owner's Percentage Interest or Adjusted Percentage Interest therein, as the case may be. Prior to the election of the First Board and the preparation of the initial Annual Budget by that Board as provided in this Article III, each Owner shall pay his proportionate share in the expenses set forth in the Preliminary Budget attached as Exhibit E to the Declaration, said proportionate share being calculated pursuant to the formula set forth in this Article III as if the Preliminary Budget were the Annual Budget.

as those percentages are amended from time to time. Owners owning a Single Family Home shall not be obligated to pay a portion of the Category One Expenses.

(ii) Each Owner owning a Single Family Home shall pay an amount equal to his or her Percentage Interest in Category Two Expenses,

(i) Each Owner owning a Townhome shall pay an amount equal to his or her Adjusted Percentage Interest in Category One Expenses and an amount equal to his or her Percentage Interest in Category Two Expenses; and

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6. Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein and (except for such special assessments as may be levied hereunder against

other charges due and owing from such Owner. account setting forth the amount of any unpaid assessments or reasonable fee, any Owner shall be furnished a statement of a Owner. Upon ten (10) days notice to the Board and payment of a times during normal business hours as may be requested by the Owner duly authorized in writing, at such reasonable time or available for inspection by any Owner or any representative of an records and the vouchers authorizing the payments shall be the Common Property and any other expenses incurred. Such itemizing the maintenance and repair expenses incurred concerning and expenditures affecting the Common Property specifying and correct books of account in chronological order of the receipt 5. Books and Records. The Board shall keep full and

have been mailed or delivered to the Owner. ten (10) days after such new Annual Budget or adjustment shall the next monthly maintenance payment which is due not more than existing monthly rate established for the previous period until continue to pay the monthly maintenance charge at the then the absence of any Annual Budget or adjustment, the Owner shall as herein provided, whenever the same shall be determined, and in obligation to pay the maintenance costs and necessary reserves, constitute a waiver or release in any manner of such Owner's pursuant to Section 2 of the ARTICLE on an Owner shall not the Board to prepare or serve the Annual Budget or an adjustment 4. Failure to Prepare Estimates. The failure or delay of

said period as provided in Section 1 of this ARTICLE. occurs. Assessments shall be levied against the Owners during on December 31st of the calendar year in which said election period commencing thirty (30) days after said election and ending determine the Annual Budget as hereinabove defined, for the Board elected or appointed hereunder takes office it shall 3. Initial Estimate of Annual Budget. When the first

pay their respective adjusted monthly amount. less. All Owners shall be personally liable for and obligated to monthly basis or five hundred dollars (\$500.00), whichever is Home's most recent Common Expense assessment calculated on a greater than five (5) times the Townhome's or Single Family resulting in a total payment assessed to an Owner equal to or approving the assessment if it involves proposed expenditures meeting of such Voting Members duly called for the purpose of of at least two thirds (2/3rds) of the Voting Members voting at a assessment shall be subject to approval by the affirmative vote separately assessed against all Owners. Any such separate and any increase in assessments over the amount adopted shall be any Common Expense not set forth in the Annual Budget as adopted,

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After the date on which the last of the initial sales of all of the Single Family Homes and Townhomes is closed, the Architectural Review Committee shall be a committee of the

an officer of Crystal Tree Ltd., an Illinois corporation, designated by Eugene R. Corley; said officer shall be entitled to one (1) vote.

(iii)

an architect licensed by the State of Illinois who shall be designated by the Developer and who shall have no vote;

(ii)

one representative for the Subdivision Builders, who shall be entitled to one (1) vote;

(i)

1. Architectural Controls. (A) Pursuant to Paragraph 12 of the Declaration, an Architectural Review Committee shall oversee all alterations, additions and improvements to the Property and any improvement thereon. Initially, the Architectural Review Committee shall be an independent committee which is not governed by the Association and shall consist of:

The Townhomes, Single Family Homes and Common Property shall be owned, occupied and used subject to the following covenants and restrictions:

## COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

### ARTICLE IV

8. Non-use. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common property or abandonment or through foreclosure of his Townhome or Single Family Home.

7. Insurance. Any insurance premiums on the Common Property which are assessed on a basis reflecting increased charges due to activities of a particular Owner or any activities partaken on a Townhome or Single Family Home shall be assessed to the Owner of such Townhome or Single Family Home as a special amendment.

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 in the percentages set forth in Exhibit B of the Declaration, as amended from time to time.

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Association, consisting of three (3) Board Members, which are appointed from time to time by the President of the Board. It shall be the duty of this Architectural Review Committee to review all matters set forth for review under the Declaration and to approve or disapprove or modify reviewed matters in accordance with the covenants, restrictions and standards set forth in the Declaration.

(B) All construction plans and specifications and supporting and related material for which the approval of the Architectural Review Committee is required under the Declaration, and such additional information as the Architectural Review Committee shall reasonably require, shall be delivered to the Architectural Review Committee, together with the payment of a \$50.00 fee, or such other fee as is determined reasonable by the Board, to defray the costs of review. The Architectural Review Committee shall approve or disapprove, or require a modification of, the submitted material within fifteen (15) days from the date the last of all the required material has been delivered to the Architectural Review Committee (the "Submission Date"). If the Architectural Review Committee disapproves any submitted material or requires a modification of any kind of said material, it shall inform the submitting party of the reasons for disapproval or modification. Notwithstanding the obligation of the Architectural Review Committee to state the reason for disapproval or modification, the decision of the Architectural Review Committee, reasonably made, and expressed to the submitting party, as provided above, shall be conclusive and binding on all parties. If the Architectural Review Committee

(i) does not approve or disapprove, or require a modification, within fifteen (15) days from the Submission Date; or

(ii) does not provide the reason for the disapproval or modification within thirty (30) days from the Submission Date,

then at the expiration of said period, the material submitted to the Architectural Review Committee shall be deemed to have been fully approved and the submitting party shall have the right to proceed as if the Architectural Review Committee's written approval had been procured.

(C) It is understood and agreed that the purpose of the Architectural Review Committee is to secure an attractive harmonious residential development having continuing appeal. Architectural design will be considered in relation to this principle.

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2. Obstruction of Common Property and Townhome and Single Family Home Maintenance. There shall be no obstruction of the Common Property. No tree, shrubbery or other vegetation shall be planted at or within 15 feet from any corner of an intersection of the Private Roads so as to obstruct the field of vision of oncoming or crossing traffic. Each Owner shall be obligated to maintain and keep in good order and repair his own Townhome or Single Family Home as provided in Paragraphs 11 and 12 of the Declaration.

3. Prohibited Uses. (A) Nothing shall be done or kept in or on any Townhome, Single Family Home or in or on the Common Property, which will increase the rate of insurance for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in or on his Townhome, Single Family Home or in or on the Common Property which would result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Property. No Owner shall operate any machines, appliance, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others without the prior written consent of the Board.

(B) No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Townhome or Single Family Home or in the Common Property except that dogs, cats or other household pets may be kept in a Townhome or Single Family Home, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days written notice from the Board.

(C) An Owner of a Townhome shall not cause or permit anything to be placed on the outside walls of his or her Townhome and no sign, awning, canopy or shutter, shall be affixed to or placed upon the exterior walls or roof or any part thereof. If an Owner shall install interior shades, drapes, blinds or other window or wall coverings visible from the exterior of the Townhome or Single Family Home, those visible interior surfaces shall be a natural, neutral color.

(D) No clothes, sheets, blankets, laundry or any kind of other articles shall be hung or exposed on any part of a Townhome or Single Family Home or the Common Property. The Common Property shall be kept free and clear of rubbish, debris and other unsightly materials. All rubbish, trash and garbage shall be kept so as not to be seen from neighboring Townhomes, Single Family Homes or streets, and shall be removed regularly from the Common Property so as not to accumulate therein. No

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(I) Temporary structures used during the construction of a structure shall be on the same lot as the structure being constructed and such temporary structures shall be removed within three (3) business days following completion of construction of the structure being constructed.

(H) No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or any other type of disease nor noxious insect shall be introduced or maintained upon any part of the Property.

(G) No driveway or parking area on the Property shall be used as a parking place for motorized or non-motorized vehicles, boats, trailers, campers, recreational vehicles or mobile homes nor shall the parkway located between the street pavement and the lot line of any lot be used for the parking of any motorized or non-motorized vehicle, camper, recreational vehicle, boat, trailer or motor home. No pick-up truck or any other truck, cab of a truck or taxicab shall be parked on the above described areas.

(F) No advertising, sign or billboard, including "For Sale" or "For Rent" signs, shall be erected or maintained on any Townhome, Single Family Home or part of the Common Property except that (1) a sign, not exceeding four (4) feet by four (4) feet in area, may be erected on a lot during initial construction of a Single Family Home or Townhome thereon and (iii) the Trustee, the Developer and its agents, reserve the right to maintain on the Property until the sale of the last Townhome or Single Family Home, models, sales offices and advertising signs, banners, and lighting in connection therewith at such locations and in such forms as they shall determine, together with the right of ingress, egress and transient parking thereof through the Common Property.

(E) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration, or otherwise shall be conducted, maintained or permitted on the Property or in any Townhome or Single Family Home. The foregoing, however, does not apply to the golf course or the golf Course Easements which now or hereafter may transverse the Property.

burning or loose refuse shall be permitted outside a Townhome or Single Family Home.

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It is intended that in the event any lien exists against two (2) or more Townhomes or Single Family Homes and the indebtedness secured by such lien is due and payable, the Owner of any such Townhome or Single Family Home so affected may remove such lien from the Townhome or Single Family Home by payment of the proportional amount of such indebtedness attributable thereto. In the event such lien exists against the Townhomes or Single Family Homes or against the Property or any portion thereof, the amount of such proportional payment shall be computed in the manner Common Expenses are assessed to the affected Owners on the basis of the Percentage Interest or Adjusted Percentage Interest (if the portion encumbered is Townhome Property), as the case may be, set forth in Exhibit B of the Declaration, as amended from time to time. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Owner a release of such Townhome or Single Family Home from such lien.

The Owner of such Townhome or Single Family Home shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as hereafter set forth. If, as a result of work expressly authorized by the Board, a mechanics' lien is placed against the Common Property or Townhome Property or any portion of the Common Property or Townhome Property, each Owner shall be deemed to have expressly authorized it, and consented thereto. If such lien is not being contested by the Board or, in the case of any such contest, at the unsuccessful conclusion of such contest, each Owner shall be liable for the payment on the basis of the Percentage Interest or Adjusted Percentage Interest (if the portion encumbered is Townhome Property), as the case may be, set forth in Exhibit B of the Declaration, as amended from time to time. In all other cases other than mechanics' lien claims, each Owner's liability for any judgment entered against the Board, if any, shall be limited to his Percentage Interest. An Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Townhome or Single Family Home, or caused by his own conduct. Subject to the provisions of Paragraphs 4, 7 and 10 (c) of the Declaration and Article VII of these By-Laws, the Developer shall be liable alone for payment of any lien, including mechanics' liens, damages or judgments which result from any contract entered into by it or tort committed by it in connection with the Property or any addition thereto in its capacity as Developer thereof.

LIENS

ARTICLE V

(J) Bicycles may not be left on Common Property.

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1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board (including the First Board), Trustee, Developer, and the joint venturers of the Developer, and the employees and officers of any venturer of the Developer, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members, Trustee, Developer, joint venturers of Developer or employees or officers of any venturer of the Developer, on behalf of the Owners, joint venturers of Developer

INDEMNIFICATION; AGENCY

ARTICLE VII

Common or interested Board Members 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.

(1) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

(2) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes of said meeting 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 common or interested Board Member or Members; or

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

CONTRACTUAL POWERS

ARTICLE VI

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or the Association, or arising out of their status as directors, Board, officers, committee members, or as Trustee, Developer, joint venturers of the Developer, or employees or officers of any venturer of the Developer, acting on behalf of the Owners or the Association, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. Success on the merits by any director, officer, Board, committee member, the Trustee, Developer, joint venturer of Developer or any employee or officer of any venturer of the Developer, in any legal proceeding involving a matter covered by this indemnification, whether civil, criminal, administrative or other, in which such director, officer, Board, committee member, Trustee, Developer, joint venturer of Developer or employee or officer of the Developer may be involved shall be conclusive evidence that such director, officer, Board, committee member, Trustee, Developer, joint venturer of the Developer is entitled to indemnification under this Article VII. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees and expenses, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member, Trustee, Developer, joint venturer of Developer or employee or officer of any venturer of the Developer, may be involved by virtue of such person or persons being or having been such director, officer, Board, committee member, or by virtue of Trustee, Developer, joint venturer of Developer or any employee or officer of any venturer of the Developer acting on behalf of the Association; provided, however, that such indemnity shall not be operative with respect to (a) any acts or omissions as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or criminal intent in the performance of his duties as such director, officer, Board, committee member, or as Trustee, Developer, joint venturer of Developer or employee or officer of any venturer of the Developer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable grounds for such person or persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, Trustee, Developer, joint venturer of Developer or employee or officer of any venturer of the Developer.

2. 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 in the specific case upon receipt of an undertaking by or on behalf of the person

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or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article VII.

3. Agency Capacity. Every agreement made by the directors, Board, officers, members of such committees, Trustee, Developer, joint venturers of Developer or any employee or officer of any venturer of the Developer, or by the Managing Agent, acting on behalf of the Association, shall be deemed to have incorporated therein a provision that the directors, Board, officers, members of such committees, Trustee, Developer, joint venturers of Developer or any employee or officer of any venturer of the Developer or the Managing Agent, as the case may be, are acting only as agents for the Association.

4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that except for the rights of any indemnities described in this Article VII, no provision of this Article VII shall be deemed to confer any third party beneficiary rights; and provided further that the obligation of any owner to pay his share of any liabilities arising out of any contract made by, or other acts of, the Association, the directors, Board, officers, members of such committees, Trustee or Developer, joint venturers of Developer or any employee or officer of any venturer of the Association, or on behalf of the owners or the Association, out of the indemnity provisions of this Article VII, shall be limited to such proportion of the total liability thereunder as said owner's Percentage Interest in the Common Property bears to the total Percentage Interest of all the Owners in the Common Property. The indemnification provided by this Article VII 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 otherwise Board Member or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right of indemnification shall continue as to a person or entity who has ceased to be Trustee, Developer, joint venturer of Developer or an employee or officer of any venturer of the Developer, or a Board Member or officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

The members of the Crystal Tree Homeowner's Association shall consist of the respective Owners of the property known as Crystal Tree, a Residential Community, located in Orland Park, Illinois, in accordance with the respective Percentage Interest in the Association of the respective Owners, as said terms are defined in the Homeowner's Declaration for Crystal Tree, a Residential Community, which Declaration is recorded in the Office of

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- 5. The purpose or purposes for which the corporation is organized are: To maintain, operate and manage a residential development situated in Orland Park, Illinois.
- 4. The Board of Directors shall be seven in number, except that until the first regular annual meeting of the corporation the Board of Directors shall be one in number, the initial Director being as follows: Eugene R. Corley.

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- 3. The address of its initial Registered Office in the State of Illinois is: Three First National Plaza, Suite 3200, 70 West Madison Street, Chicago, Illinois 60602, County of Cook; and the name of its initial Registered Agent at said address is: James P. Daley.
- 2. The period of duration of the corporation is: Perpetual.
- 1. The name of the corporation is: Crystal Tree Homeowner's Association.

We, the Incorporators, James P. Daley, Three First National Plaza Suite 3200, 70 West Madison Street, Chicago, Illinois; Terrence E. Budny, Three First National Plaza, Suite 3200, 70 West Madison Street, Chicago, Illinois and Matthew K. Phillips, Three First National Plaza, Suite 3200, 70 West Madison Street, Chicago, Illinois, being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

To: JAMES EDGAR, Secretary of State, Springfield, Illinois

CRYSTAL TREE HOMEOWNER'S ASSOCIATION

OF

ARTICLES OF INCORPORATION

EXHIBIT D

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Property of Cook County

A quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy and holding greater than fifty percent (50%) of the votes entitled to be cast at such meeting.

Each Owner shall be entitled to one vote in matters before the Association as set forth in the Homeowner's Declaration for Crystal Tree, A Residential Community, provided if any Townhome or Single Family Home is owned by more than one person or entity or any Owner consists of more than one person, the voting rights appurtenant to said Townhome or Single Family Home or of such Owner shall not be valid if divided but shall be exercised as if the Townhome or Single Family Home were owned by or the Owner consisted of only one person, in accordance with the proxy or other designation made by one of the persons constituting such Owner.

The membership of each Owner in the Crystal Tree Homeowner's Association shall terminate when he or she ceases to be a Owner, and, upon the sale, transfer or other disposition of said ownership interest, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

the Recorder of Deeds of Cook County, Illinois as Document No. and registered in the office of the Registrar of Titles of Cook County, Illinois as Document No. LR

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Property of Cook County Clerk's Office

Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

I, \_\_\_\_\_, a Notary Public do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, and \_\_\_\_\_, personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing document in the respective capacities therein set forth and declared that the statements therein contained are true.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS. )

ACKNOWLEDGMENT

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