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DECLARATION OF PROTECTIVE COVENANTS

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AND CONDITIONS FOR

SHENANDOAH TOWNHOMES

THIS DECLARATION OF PROTECTIVE COVENANTS AND CONDITIONS made and entered into by

PALOS BANK AND TRUST

as Trustee under Trust Agreement dated April 20, 1987 and known as Trust No. 1-2487 and not individually, for convenience hereinafter referred to as the "Trustee":

WITNESSETH THAT

WHEREAS, the Trustee is the legal title holder of the following described real estate situated in the Village of Orland Park in the County of Cook and State of Illinois.

Shenandoah: A Subdivision of part of the Southwest 1/4 of Section 20, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

DEPT-01 RECORDING
TRAN 3579 09/01/92 15:08:00
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COOK COUNTY RECORDER

See Exhibit C for permanent index numbers.

WHEREAS, the Trustee, acting under direction of the parties authorized to direct the Trustee, has elected by this DECLARATION to establish, for the benefit of such Trustee and for the mutual benefit of all future Unit Owners or Occupants of the Property, or any part thereof, an association which shall be known as SHENANDOAH TOWNHOMES OWNERS ASSOCIATION or such other name as may be subsequently adopted by the Board; certain easements and rights in, over and upon said real estate; and certain mutually beneficial restrictions and obligations with respect to the proper use conduct and maintenance thereof; and

WHEREAS, the Trustee has further elected this Declaration to declare that the several Unit Owners, occupants, mortgagees and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the property administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

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NOW THEREFORE, PALOS BANK AND TRUST as Trustee under Trust Agreement dated April 20, 1987 and known as Trust No. 1-2487 as Trustee aforesaid and not individually, as the legal title holder heretofore described, and for the purpose above set forth, DECLARE AS FOLLOWS:

ARTICLE 1

DEFINITIONS

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

(a) "Declaration" means this instrument by which the Property is encumbered and benefited, (as described herein) and such Declaration as from time to time amended.

(b) "Parcel" means the parcel of tract of real estate described in this Declaration.

(c) "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit owners.

(d) "Unit" means that part of the Property or substantially all of which is located within a Lot, designed and intended for any type of independent use, as described in Article 2 below.

(e) "Common Areas" means Lots 42 & 43 and any and all easements appurtenant thereto will be deeded to the Unit Owners Association.

(f) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Lot.

(g) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specified percentage of such undivided ownership.

(h) "Plat" means a Plat or Plats of survey of the Parcel and of all Lots in the property submitted to the provisions of this Declaration.

(i) "Common Expenses" means the proposed or actual expenses incurred in connection with the maintenance and administration of the common areas and the Association,

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lawfully assessed by the Board of Managers of the Unit Owners Association.

(j) "Unit Owners Association" or "Association" means the Association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board of Managers.

(k) "Purchaser" means any person or persons other than the Developer who purchase a Unit in a bonafide transaction for value.

(l) "Developer" means any person who submits property legally or equitably owned by him to the provisions of this Declaration, or any person who offers units legally or equitably owned by him for sale in the ordinary course of his business, including any successor or successors to such Developers' entire interest in the property. Upon the recording of this Declaration, the Developer is Lecas Real Estate Corp.

(m) "Building" or "Buildings" means all structures, containing one or more Units.

(n) "Voting Member" means the person entitled to exercise all voting power in respect to each Unit Ownership.

(o) "Board of Managers" or "Board" means the governing body of the Association responsible for the operation, management, and administration of the property.

(p) "Lot" means a separately designated portion of the parcel as delineated on the Plat.

ARTICLE 2

UNITS

All Lots in the Parcel are delineated on the Plat attached hereto as Exhibit "A" and made a part of this Declaration. Each such Lot is identified on the Plat by a distinguishing number. The legal description of each such Lot shall refer to such identifying number. For purposes of this Declaration, "Units" shall be deemed to be that portion of a Building falling within a Lot (including easements appurtenant thereto created herein). Except as provided herein, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his or her Lot or Unit to be separated into any tracts or parcels different from the whole Lot as shown on Exhibit "A".

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ARTICLE 3

USE OF COMMON AREAS

Each Unit Owner shall have a non-exclusive right to use Common Areas for all lawful purposes incident to the use and occupancy of his or her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his or her Lot. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner.

ARTICLE 4

GENERAL PROVISIONS AS TO LOTS AND COMMON AREAS

1. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit or Lot without including therein both his or her interest in the Lot and the easements and rights appurtenant thereto created in this Declaration, it being the intention hereto to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including the other shall be deemed to include the interest so omitted even though the latter is not expressly mentioned therein.

2. Easements. (a) Encroachments. If any portion of any Unit encroaches upon any other Lot or the Common Areas as a result of the construction, repair, reconstruction, settlement or shifting of any Building or portion thereof, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of the owner of such encroaching Unit, but only to the extent of such encroachment, which easements shall continue so long as all or any part of the Building containing such encroaching Unit shall remain standing. Such valid easements shall not exist in favor of any Unit Owner who creates an encroachment by his or her intentional, willful or negligent conduct or that of his or her agent.

(b) Utility Easements. Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public utilities (the "Public Utilities") including cable television companies, serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the Property, into and through the Common Areas, the Lots, and to the Units, where reasonably necessary for the purpose of providing utility services to the Property. Further, a non-exclusive access

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easement as to all for the Property is hereby granted to the Public Utilities, Village of Orland Park and the local sanitary district and their respective successors and assigns, for the installation, maintenance, relocation, renewal and removal of manholes, inlets, catch basins, vaults, electrical and communications, conduits, cables, wires, pedestals, transformers, gas mains, sanitary lines and appurtenances, storm sewer lines and appurtenances, water lines and appurtenances and all other equipment and appurtenances, necessary for the purpose of providing the Property with telephone, electrical, gas, cable television, sanitary storm and water services or for other improvements which may serve not only the subject property, but other territories in the general area.

(c) Storm Water Retention Facilities. All storm water retention facilities shall be maintained by the property owners association. The Village shall have the right, but not the duty, to go upon any portion of the Subject Property, to maintain and/or repair or replace facilities if they are not suitably maintained so that they remain fully operational, and if the Village takes, in its sole discretion, any such action, the property owners association shall immediately upon demand reimburse the Village for all expenses incurred by the Village against the particular portion of the Subject Property, and, if not promptly paid, the Village shall have the right to record a lien for the unpaid expenses against the appropriate portion of the Subject Property.

(d) Maintenance. The Unit Owners Association is hereby granted the right of ingress and egress over and upon such portions of a Lot in order to enable the Unit Owners Association to perform its repair, replacement and maintenance obligations hereunder. The Unit Owners Association shall be allowed to assign and transfer its rights created herein to such duly appointed or contracted persons or firms as may be reasonably be required in order to properly discharge its said obligations hereunder.

3. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect (unless noted to the contrary), and at all times shall inure to the benefit of and be binding on the Trustee, its successors and assigns, the Unit Owners Association, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part of portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, or to this Declaration, shall be sufficient to create and grant such easements and rights to the respective grantees,

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mortgagees and trustees of such Lot as if fully set forth in their entirety in such documents; provided, however, that the failure of any such grantor to make reference to the easements herein described shall not impair the validity of such easements and the Lot in question shall nevertheless be encumbered by same.

4. Easements Reserved by the Trustee and Developer. The Trustee and Developer and each of their agents, employees, contractors, guests, invitees and licensees shall have the right and easement at all times to use the Lots and the Common Areas (i) to perform any construction, maintenance, repair, renovation, restoration or rehabilitation of, in or under all or any part of the Property which the Trustee or Developer desires to perform and to construct on the Parcel, (ii) for the purpose of selling, displaying and having ingress and egress from one or more of the Lots, and (iii) for the purpose of erecting, maintaining and displaying one or more signs desired by Developer.

ARTICLE 5

COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

1. Common Expenses. Each Unit Owner shall pay his or her proportionate share of the Common Expenses of administration, maintenance and repair of the Common Areas, and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon. Such proportionate share of the Common Expenses for each Unit Owner shall be that percentage set forth in Exhibit B. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the Lot owned by such Unit Owner.

2. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his or her respective Lot. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance other lien on or affecting the Property or any part thereof, except to the extent of his or her Lot.

3. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Lot. Real estate taxes on Common Areas will be paid by the Unit Owners Association and will be a Common Expense hereunder. In the event that for any year such taxes are not separately taxed to each Unit Owner but are taxed on the Parcel as a whole, then each Unit Owner shall pay his or her proportionate share thereof as

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determined by the Board or the Developer, as the case may be.

ARTICLE 6

INSURANCE

1. Fire and Hazard Insurance. The Board of Managers shall acquire as a common expense, a policy or policies of insurance insuring the Common Areas and the Units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements for the full insurance replacement value of the Common Areas and the Units written in the name of and to require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as trustees for each of the Unit Owners in the percentages established in Exhibit "B".

All said policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the insurance of the Board shall not be invalidated by any act or neglect of any Unit Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days prior to written notice to the mortgagee of each unit, (5) shall contain a clause endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the trustee, the Developer, the managing agent, if any, their respective employees and agents and the Unit Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board or by the Corporate trustee or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit 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 of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute and accept trusts in Illinois to act as Insurance Trustee,

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or an Agent or Depository as an alternative to acting as Trustee, and to receive and disburse 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 bank or trust company shall be common expenses.

In the event of any loss the Board shall solicit bids from reputable contractors.

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee or agent of the company's liability under such policy, 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 or agency agreement under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each Unit Owner shall be responsible for his own insurance on additions, alterations or improvements made by said Unit Owner to his Unit; his personal property in his own Unit; his personal property stored elsewhere on the Property; and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

2. Appraisal. The full, insurable replacement cost of the Property, including the Units and Common Areas shall be determined from time to time (but no less frequently than once in any twelve month period) by the Board.

3. Public Liability and Property Damage Insurance. The Board of Managers shall acquire, as a common expense, comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Areas in the amounts deemed sufficient in the judgment of the Board of Managers (but in no case less than \$1,000,000 per occurrence), insuring the Developer and Unit Owners, individually and severally, the Board of Managers, the Unit Owners Association, the Management Agent, and their respective employees, agents, and all persons acting as agents. The Developer shall be included as an additional insured in his capacity as unit owner and board member. The unit owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. The insurance shall cover claims of one or more insured parties against other insured

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parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons.

4. Worker's Compensation and Other Insurance. The Board of Managers shall acquire, as a common expense, worker's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its reasonable judgment, may elect to obtain, including, but not limited to insurance for the Association, its officer and manager against liability from good faith actions allegedly beyond the scope of their authority, and fidelity bond coverage for individuals exercising fiscal responsibility on behalf of the Association.

5. Waiver. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner(s), the Association, its officers, member of the Board, the Developer, the Manager and managing agent of the Building(s), if any, and their respective employees and agents, for damage to the units, or to any personal property located in the units or common areas, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

6. Notice. The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the Terms of this Article.

ARTICLE V

ADMINISTRATION AND OPERATIONS

1. Administration. The administration and responsibility for management of the Property shall be vested in the Board of Managers consisting of five (5) persons, and who shall be elected in the manner provided in the By-Laws contained herein. The Developer, after the recording of this Declaration, may cause to be incorporated under the laws of the State of Illinois, a non-for-profit corporation (herein referred to as "the Association") under the name SHENANDOAH TOWNHOMES or a similar name, which corporation shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of the Common Areas and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein.

2. Duties and Powers of the Association. The Unit Owner's Association is responsible for the overall administration and management of the Common Areas through its duly

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elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-Laws and this Declaration; provided however that (i) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-Laws on the other hand.

3. Indemnity. The members of the Board and the officers thereof or of the Association (or of the Developer) shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members of officers or behalf of the Unit Owners or the Association unless any such action shall have been made in bad faith, or contrary to the provisions of this Declaration.

4. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to administration of any portion of the Common Areas, or interpretation of the Declaration or By-Laws, a determination made by the Board shall be final and binding on each and all of such Unit Owners.

5. Administration of Property Prior to Election of Initial Board of Managers. Until the election of the initial Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligation vested in or imposed upon the Board of Managers shall be held and performed by the Developer. The election of the initial Board of Managers shall be held at the discretion of the Developer, but shall not be held later than sixty (60) days after the conveyance by the Developer of seventy-five percent (75%) of the Units or three (3) years after the recording of the Declaration, whichever is earlier. If the initial Board of Managers is not elected by the Unit Owners at the time so established, the Developer shall continue in office for a period of thirty (30) days whereupon written notice of his resignation shall be sent to all of the Unit Owners entitled to vote at such election.

Within sixty (60) days following the election of a majority of the Board of Managers other than the Developer, the Developer shall deliver to the Board of Managers:

(a) All original documents pertaining to the property and its administration such as the Declaration, By-Laws, Articles of Incorporation, minutes of meetings, tax returns, insurance policies, and so forth;

(b) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property;

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(c) Association funds which shall have been at all times segregated from any other moneys of the Developer;

(d) A schedule of all personal property, equipment and fixtures belonging to the Unit Owners Association, including a deed conveying Common Areas to Association;

(e) Any contract, lease, or other agreement made prior to the election of a majority of the Board of Managers other than the Developer by or on behalf of the Unit Owners.

ARTICLE 8

MAINTENANCE, ALTERATIONS, DECORATING

1. Maintenance, Repairs and Replacements. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance of all roofs, walls, windows and glass doors, air conditioning and heating units, decks, balconies and other similar appurtenances. Maintenance and repair of the Common Areas shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board.

The Board may cause to be discharged any mechanics' lien or other encumbrance which, in the opinion of the Board, may constitute a lien against a Building or Common Areas, rather than against a single particular Lot. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit or Units is necessary to protect the Common Areas or any other portion of the Building or property or is necessary to bring said Unit or Units into compliance with the terms of this Declaration, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Owner at the Unit. If such Unit 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), or immediately in the case of emergencies, the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

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11, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Areas or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for or such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article 8, Section 1 as it seems prudent. All expenses which, pursuant to this Section 1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

2. Limited Common Areas. Any charge or expense in connection with expenditures for the Limited Common Areas shall be assessed only against that Lot to which such Limited Common Areas are assigned except for maintenance and repair of driveways which shall be a common expense. In addition, each unit owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use.

3. Common Walls. Notwithstanding anything to the contrary contained herein, all dividing walls which straddle the boundary line between Units shall at all times be considered party walls, the cost of maintenance, repair or replacement of which (to the extent not covered by insurance) shall be borne by the Unit Owners served thereby. If paid by the Board, such costs shall be assessed to such Unit Owners as may be determined by the Board.

4. Alterations, Additions or Improvements. No alterations of any Common Areas or Units or any additions or improvements thereto, including but not limited to exterior painting, re-roofing, decking, resurfacing of paved areas, and extraordinary landscaping, shall be made by any Unit Owner without the prior written approval of the Board, including approval of the color and texture of external materials, (such as quality and color of paint.) Any Unit Owner may make alterations, additions and improvements within his/her Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Areas, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Areas which will impair the structural or architectural integrity of the Building in which the unit

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is located or which would structurally change such Building. The Board further reserves the right to remove, at the sole cost of the Unit Owner in question, any alteration, addition or improvement to a Unit or to the Common Areas which had not previously been approved by the Board.

5. Decorating. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board as prescribed from time to time. Decorating of the Common Areas (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Areas by the Board, shall be furnished by the Board as part of the common expense.

ARTICLE 9

SALE, LEASE OR OTHER ALIENATION

If a sale, lease, devise or gift of any Unit and Lot is made by any Unit Owner, the purchaser, lessee, devisee, or donee thereunder shall be bound by and be subject to all of the obligations of such unit Owner with respect to such Unit and Lot as provided in this Declaration and By-Laws. Any Unit Owner making any such lease shall not be relieved thereby from any obligations under this Declaration and By-Laws. All leases shall be in writing and shall have an initial term of less than one hundred eighty (180) days.

The board may adopt rules and regulations (including the right to approve prospective lessees, and the right to charge a reasonable fee in connection therewith) from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

ARTICLE 10

BY-LAWS

The Provisions of ARTICLE 11, 12, 13, 14, and 15 shall constitute the By-Laws of the Association and the By-Laws prescribed by the Act.

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ARTICLE 11

BOARD OF MANAGERS

1. Board of Managers.

(a) The direction and administration of the common Areas, shall be vested in a Board of Managers, consisting of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners and shall reside on the Property, provided, however, that in the event a Unit Owner (including the Developer) 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 member of the Board provided such person must reside on the Property unless he is a Board member nominated by the Trustee.

(b) At the initial meeting the Unit Owners shall elect five (5) Board Members. In all elections for members of the Board, each Unit Owner shall be entitled to cumulate his/her votes in the manner provided by law and the candidate receiving the highest number of votes with respect to the number of officers to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. 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 and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (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 two (2) years each. No member of the Board or officer shall be elected for a term of more than two years but officers and board members may succeed themselves. The Unit Owners having at least two-thirds (2/3) 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 five (5) and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Unit Owners having two-thirds (2/3) of the total votes, vacancies of the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Unit Owners present at the next annual meeting or at a special meeting called for such purpose. Except as otherwise provided in

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this declaration, the Common Areas shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board 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 Unit Owners, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and the Unit Owners, 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 Unit Owners having at least two-thirds (2/3) 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 Unit Owners at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

(e) The Board shall meet at least two (2) times annually, as the Board may determine and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit 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 notice.

2. General Powers of the Board. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

(a) ownership, operation, care, upkeep, maintenance, replacement and improvement of the Common Areas and storm water retention facilities;

(b) preparation, adoption and distribution of the annual budget for the property;

(c) levying of assessments;

(d) collection of assessments from Unit Owners;

(e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Areas;

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(f) obtaining, adequate and appropriate kinds of insurance;

(g) owning, conveying, encumbering, leasing and otherwise dealing with lots conveyed to or purchased by it;

(h) adoption and amendment of rules and regulations covering the details of the operation and use of the Common Areas;

(i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Common Areas;

(j) having access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any portion thereof or for making emergency repairs therein necessary to prevent damage to the Common Areas or to other Unit or Units.

(k) to pay for landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Areas and the Board shall have the exclusive right and duty to contract for materials and services with respect to same;

(l) paying for any other materials, supplies, labor, professional services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property as a collection of first class townhome buildings and for the enforcement of these restrictions;

(m) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Areas, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Unit Owners;

(n) to maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Areas or any other portion of a Building or if such is necessary to bring the Unit in compliance with the terms of this Declaration and after a Unit Owner has failed or refused to perform said maintenance

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or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

(o) the Board or its agent upon reasonable notice may enter any Unit when necessary in connection with any maintenance or construction or which the board is responsible.

(p) the Board's powers hereinabove numerated and described in the Declaration shall be limited in that the Board shall have no authority to contract for the purchase of goods and/or services which would result in an expenditure in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of Unit Owners having two-thirds (2/3) of the total vote;

(q) 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 President, Secretary or Treasurer of the Board;

(r) 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 Unit Owners. Written notice of such rules and regulations shall be given to all Unit Owners and the entire Property shall at all times be maintained subject to such rules and regulations;

(s) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board, to which agent the Board may delegate any or all of its duties and powers enumerated herein;

(t) the Board shall have the power to seek relief from or in connection with the assessment or levy 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 the Common Areas and to charge and collect all expenses incurred in connection therewith as Common Expenses.

(u) the Board is also hereby granted all necessary and reasonable powers and authorities which may be required in order to carry on the work of the Association and to perform its obligations hereunder.

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ARTICLE 12

MEMBERSHIP; MEETINGS

1. Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be a Unit Owner or may be some person designated by such Unit Owners to act as proxy on their behalf and in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner. Any or all Unit Owners and their designees, if any, may be present at any meeting of the Unit Owners, but only the Unit Owner may vote or take any other action as a Unit Owner, either in person or by proxy. The total number of votes of all Unit Owners shall be 41, and each Unit Owner shall be entitled to one vote. The Association shall have one class of membership only and that nothing contained in this Declaration shall permit or allow different classes of membership among the Unit Owners.

2. Meetings.

(a) Meetings of the Unit Owners shall be held at such 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 at least a majority of the Unit Owners shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes represented at such meeting.

(b) The initial meeting of the Unit Owners shall be held upon written notice, not less than twenty-one (21) days or more than thirty (30) days given by the Trustee or Developer. Such written notice may be given at any time but must be given not later than sixty (60) days after seventy-five percent (75%) of the Units are conveyed 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 Unit Owners as may be designated by written notice of the Board delivered to the Unit Owners not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

(c) Special meetings of the Unit Owners may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Unit Owners, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by

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the Voting Members having one-fifth (1/5) of the total votes and delivered not less than ten (10) days or 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. Matters to be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Unit Owners.

3. Notices of Meetings. Notices of meetings required to be given herein, may be delivered either personally or by mail to the Unit Owners, addressed to each such person at the address given by him to the Board for the purposes of service of such notice, or to the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.

4. 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 shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of the Unit Owners.

ARTICLE 13

ASSESSMENTS - MAINTENANCE FUND

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 shall set forth with particularly all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit owners' percentage interest set forth in Exhibit "B" attached hereto. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for Membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed 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

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January 1 of the ensuing year, and the first of each and every month of said year, said Unit Owner jointly and severally shall be personally liable for and obligate to pay to the Board or as it may direct one-twelfth (1/12th) of the assessment against his/her Unit made pursuant to this Section. On or before April 30, of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized account 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 for that year. Such financial statements need not be audited; provided, however, that at the request of any Unit Owner's mortgagee, such financial statement shall be audited and the cost of such audit shall be borne 3/4 by the Unit Owner(s) whose mortgagee(s) requested the audit, and 1/4 by the Association which cost shall be a Common Expense. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage interest set out in Exhibit B, to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage interest set out in Exhibit B, to the installments due in the succeeding three (3) months after rendering of the accounting.

2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. The Board (or the Developer, as the case may be) shall be entitled to fund a reserve account upon the initial sale of each Unit and Lot by requiring that the purchaser of each Unit and Lot pay over to the Association at the closing of such sale an amount not to exceed the greater of two month's regular assessment or \$500.00. The amounts paid by each Unit Owner to this reserve account shall be non-refundable to, and non-assignable by, each Unit Owner. Any extraordinary or non-recurring Common Expense, any Common Expense not set forth in the budget as adopted, and any increase in assessments over the adopted may be paid out of such reserve fund, or at the option of the Board, may be separately assessed against all Unit Owners as a special assessment.

Such separate special assessment shall be subject to approval by the affirmative vote of at least a majority of the Unit Owners voting at a meeting of such Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment specially assessed to a Unit Owner equal to the greater of five (5) times the Unit's most recent Common Expense assessment calculated on a monthly basis, or Five Hundred

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dollars (\$500.00). All Unit Owners shall be personally liable for and obligated to pay their respective amounts specially assessed as aforesaid.

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

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

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

6. Use of Funds. All funds collected hereunder shall be held and expensed for the purpose designated herein and (except for such special assessments as may be levied hereunder against less than all the Unit 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 Unit Owners.

7. Delinquency; Lien. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives

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of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest (computed from the date payment was due) and reasonable attorneys' fees. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become lien or charge against the Unit of the Unit Owner involved when due and payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. The lien of any Unit Owner's mortgage, trust deed, or other similar encumbrance owned or held by any bank, insurance company, savings and loan association or other lender shall be prior to the lien for unpaid Common Expenses, except as to the lien of all unpaid Common Expenses on the encumbered Lot which become due and payable subsequent to the date such encumbrance either takes possession of the Lot, accepts a conveyance of any interest in the Lot or has a receiver appointed in a suit to foreclose its lien.

In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay his or her share of the Common Expenses or of any other expenses or assessments required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon at the maximum rate permitted by law and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving defaulting Unit Owner five (5) days written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Unit Owner's interest in the Unit and Lot, by maintaining for the benefit of all the other Unit Owners an action of or possession of the Unit and Lot in the manner prescribed in Article IX of the Illinois Code of Civil Procedure as amended (or in such similar statutes or laws which may supplement or supplant the foregoing), and to execute leases of such defaulting Unit Owner's interest in same and apply the rents derived therefrom against such expenses.

8. Nonuse. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his or her Unit.

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ARTICLE 14

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Areas shall be owned, occupied and used subject to the following covenants and restrictions:

1. General Use. No part of the property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose.

2. Obstruction of Common Areas and Unit Maintenance. There shall be no obstruction of the Common Areas, nor shall anything be stored in the Common Areas without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his/her own Unit and Lot.

3. Prohibited Use. Nothing shall be done or kept in any Unit, or in the Common Areas which will increase the rate of insurance for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Areas which will result in the cancellation of insurance on any Unit, or contents thereof or which would be in violation of any law. No waste shall be committed anywhere on the Property. No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

4. Unit Owner Insurance. Each Unit Owner shall be responsible for his own insurance on additions, alterations or improvements made by said Unit Owner to his Unit; his personal property in his own Unit; his personal property stored elsewhere on the Property; and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

5. Exterior Attachments. Unit Owners shall not cause or permit anything to be placed on the outside walls of the Unit or Building(s) and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof of any Building or on the Common Areas without the prior consent of the Board. No fences shall be constructed on a Lot without the prior consent of the Board.

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6. Window Treatments. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units of the Building(s), whether by draperies, shades or other items visible from the exterior of the Building(s) shall be subject to the rules and regulations of the Board, adopted from time to time.

7. Pets, etc. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Areas, except that dogs, cats, or other customary household pets may be kept in Units, subject to rules and regulations adopted by the Board from time to time, provided that they are not kept, bred or maintained for any commercial purpose, and provided further than any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.

8. Nuisances. No noxious or offensive activity or excessively loud noise shall be carried or maintained in any Unit or in the Common Areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners.

9. Unsightliness. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung or exposed on any part of the buildings. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials. No boats, or recreational vehicles or disabled vehicles shall be kept on the Property.

10. Commercial Activities. 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 in any Unit or on any Lot.

11. For Sale and For Rent Signs. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board; provided that the right is reserved by the Trustee, the Developer and their agents, to maintain on the Property until the sale of the last Lot, all 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 Areas.

12. Common Areas. Nothing shall be altered or constructed in or removed from the Common Areas, except upon the written consent of the Board.

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13. No boats or recreational vehicles or disabled vehicles shall be kept on the premises.

14. Each unit owner shall have a two stall parking garage for parking of each unit owner's automobiles. All other parking spaces shall be reserved for guests.

15. Exceptions. The Unit restrictions in this Article 14 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his/her professional library therein, (b) keeping his/her personal business or professional records or accounts therein, or (c) handling his/her 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 this Article 14.

ARTICLE 15

REMEDIES FOR BREACH OF COVENANTS

RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoyment. The violation of any restriction, or conditions or regulation adopted by the Board or the breach of any covenants or provisions herein contained, shall give the Board the right, in addition to the rights set forth elsewhere herein: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and the provisions hereof, and the Trustee, the Developer or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; of (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest rate allowed by law, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his/her respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his/her personal property in his/her Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

2. Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any Occupant of his/her

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Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, or the rules or regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his/her Unit and thereupon an action in equity may be filed by the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the said violation and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court cost, court reporter, charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, then such purchaser shall thereupon be entitled to a deed to the Lot and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Lot sold subject to this Declaration.

ARTICLE 16

GENERAL PROVISIONS

1. Notice to Mortgagees. Upon written request to the Board the holder of any duly recorded mortgage or trust deed or other similar encumbrance against any Lot, shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit owner whose Unit is subject to such mortgage or trust deed.

2. Notices to Board, Association and Unit Owners. Notices provided for in this Declaration shall be in writing, and shall be addressed to the Board or Association at: 10401 South Roberts Road, Palos Hills, Illinois 60465, (indicating thereon the number of the respective Unit if

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addressed to a Unit Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owners may also designate a different address for notices to him by giving written notice of his change of address to the Board of Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a Unit Owner, when deposited in his/her mailbox his/her Unit in the Building.

3. Binding Effect. Each grantee of the Trustee, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and 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 the Property or any lot and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

5. Amendment. Except as otherwise provided in this Declaration and By-Laws, the provisions of the Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least three-fourth (3/4) of the Unit Owners and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification shall be effective upon recordation thereof. No change, modification or amendment which affect the rights, privileges or obligations of the Trustee or the Developer shall be effective without the prior written consent of the Trustee or the Developer.

6. Special Amendment. Notwithstanding any other provision of this Declaration, the Trustee and the Developer and each of them singly reserves and shall have the right at

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any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of any State or local ordinance or the requirements of any Institutional lender issuing a commitment to the Trustee or Developer to make first mortgage or construction loans or (ii) correct clerical or typographical errors in this Declaration or (iii) complete the data on the Plat after improvements constructed at any time on the Parcel are completed by the Developer. In furtherance of the foregoing, each Unit Owner and each holder of a mortgage, trust deed, or lien affecting any Unit and each Person having any other interest in the property hereby grants to the Trustee and Developer and each of them (and the Trustee hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Unit Owner and each such holder to make, sign and record on behalf of each Unit Owner and each such holder and person any amendment described in this Section 6. Each deed, mortgage trust deed, other evidence of obligation or other instrument affecting a Unit or the Property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the aforescribed power of attorney to the Trustee, Developer, and each of them, to make, sign and record on behalf of each of the Unit Owners, holders and Persons described in this paragraph and amendment described in this Paragraph. The power of attorney described in this Paragraph shall terminate seven (7) years from recording of this document.

7. Perpetuities and Restraints. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violations of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rules restricting restraints or alienations, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants of George Bush, President of the United States, and Paul Simon, Senator of the State of Illinois.

8. Liens. In the event any lien exists against two (2) or more Lots and the indebtedness secured by such lien is due and payable, the Unit Owner of any such Lot so affected may remove such Unit from such lien by payment of the proportional amount of such indebtedness attributable to such Unit. In the event such lien exists against the Units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the lienor or encumbrancer to execute and deliver to the Unit Owner an appropriate release of such Lot from such lien.

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The owner of such Unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board or the Association other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his/her Unit, or caused by his/her own conduct or the conduct of his/her guest and invitees. If, as a result of work expressly authorized by the Board, a mechanics' lien claim is placed against the Property or any portion of the Property each Unit Owner shall be deemed to have expressly authorized it, and consented thereto, and shall be liable for the payment of his or her Unit's proportionate share of any due and payable indebtedness.

9. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class subdivision of townhome buildings. The use herein of the masculine shall include the feminine and the neuter, and the singular includes the plural (and vice versa), as the context so requires. The headings and captions contained herein are inserted for convenience of reference only and shall not be deemed to construe or limit the Sections and Articles to which they apply.

10. Land Trust Unit Owner's Exculpation. In the event that legal title to any Lot is conveyed to a land title-holding trust under the terms of which all powers of management, operation and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time 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 against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Lot.

11. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any

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Failure to enforce the same, no matter how many violations or breaches may occur.

12. Trustee Exculpation. This Declaration is executed by Palos Bank and Trust as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 1-2487 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature set forth by said Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust or their successor, and not by said Trustee personally, and further, that no duty shall rest upon Palos Bank and Trust 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 the purpose. In event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said Palos Bank and Trust as Trustee under Trust Agreement dated April 20, 1987, and known as Trust Number 1-2487 as Trustee and not individually, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its Trust Officer

_____ and attested by Barbara A. Danaher, Senior Vice President
_____ this 28th day of August, 1992.

Attest: Steve L. Bricker
Steve L. Bricker, S.V.P.

By: Barbara A. Danaher
Barbara A. Danaher, Trust Officer

Document Prepared By:
James W. Garlanger
Attorney at Law
111800 S 75th Ave Ste 301
Palos Heights IL 60463

After Recording Mail To:
Vallas Lecas
10401 South Roberts Road
Palos Hills, IL 60465

Subscribed and sworn to before me this 28th day of Aug., 1992.

"OFFICIAL SEAL"
Mary Kay Burke
Notary Public, State of Illinois
Commission Expires 6/31/95

Mary Kay Burke
Notary Public

92648505

UNOFFICIAL COPY

9 2 6 4 5 0 5

EXHIBIT A TO

DECLARATION OF PROTECTIVE COVENANTS
AND CONDITIONS FOR
SHENANDOAH TOWNHOMES

EXHIBIT A TO THE DECLARATION IS THE PLAT OF SUBDIVISION
RECORDED AS DOCUMENT NUMBER 92625640 WITH THE COOK
COUNTY RECORDER OF DEEDS.

Property of Cook County Clerk's Office

92648505

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EXHIBIT B TO

DECLARATION OF PROTECTIVE COVENANTS
AND CONDITIONS FOR
SHENANDOAH TOWNHOMES

For purposes of this Declaration each Unit Owner's
percentage interest in the Common Areas is established to
be:

2.4398

Property of Cook County Clerk's Office

92648505

UNOFFICIAL COPY

1 1 6 1 1 3 0 5

EXHIBIT C TO

DECLARATION OF PROTECTIVE COVENANTS
AND CONDITIONS FOR
SHENANDOAH TOWNHOMES

Permanent index numbers for Shenandoah Townhomes are as follows:

27-20-325-019
27-20-326-001
27-20-326-019
27-20-326-020
27-20-326-021
27-20-326-022
27-20-326-023
27-20-326-024
27-20-326-025
27-20-326-026
27-20-326-027
27-20-326-028
27-20-325-029
27-20-325-030
27-20-326-048
27-20-326-049
27-20-326-050
27-20-326-051

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