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**DECLARATION OF EASEMENTS,
RESTRICTIONS, AND COVENANTS
FOR
EAST PRAIRIE TOWNHOUSES**

DEPT-01 RECORDING #87.00
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COOK COUNTY RECORDER

JUN 28 1996

THIS DECLARATION (the "Declaration") is made as of the 26 day of April, 1996 by East Prairie Development, Inc. (the "Developer").

WHEREAS, the Developer is the titleholder in fee simple or has entered into a contract to purchase certain Property legally described on Exhibit A attached hereto in the Village of Skokie, County of Cook and State of Illinois; and

WHEREAS, the Developer desires to provide for the preservation of the value and the harmonious, beneficial, and proper use of the Property and to this end the Developer desires to subject the Property to the rights, easements, covenants, restrictions, charges, and liens hereinafter set forth; and

WHEREAS, it is intended that the Property be developed by the construction of attached and/or detached single family homes ("Townhouses") which will be conveyed in fee simple to ultimate users and purchasers of the same, and with private streets, sidewalks, squares and parkways, the title to which will be conveyed to a homeowners' Association which will be a not-for-profit corporation of the State of Illinois, and the organization will be responsible for maintenance of the roads, the street lighting in the central courtyard, and any privately owned utilities that service more than one Townhouse on the Property; and

WHEREAS, the Developer intends that the several owners of the Property, their successors and assigns, and their mortgagees, guests, and invitees shall at all times enjoy the benefit of, and that the several owners of and all persons hereafter acquiring an interest in the Property hold their interests subject to the terms of this Declaration, all of which are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of such Property.

NOW, THEREFORE, the Developer hereby declares that the Property shall be held, conveyed, occupied, and encumbered subject to the rights, easements, covenants, restrictions, charges, and liens hereinafter set forth, each and all of which shall, with respect to the Property, attach to and constitute covenants running with the land.

ARTICLE I
Definitions

The following terms shall have the following meanings:

1.1 Alteration. Any change in the exterior appearance of any Improvement, landscaping or

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in the grating or drainage pattern of any Parcel.

- 1.2 Association. East Prairic Townhouse Homeowners' Association.
- 1.3 Board. The Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provisions of Paragraph VII.
- 1.4 By-Laws. The By-Laws of the Association, as they may be amended pursuant thereto.
- 1.5 Common Area. All property, real or personal, to be owned by the Association, and which shall initially include the real estate described in Exhibit B thereto.
- 1.6 Development Site. The real estate legally described on Exhibit C attached hereto and possibly with the additional land described on exhibit D attached hereto.
- 1.7 Dwelling Unit. Residential housing unit (including an attached garage where applicable) located on a lot and intended for use exclusively as residential living quarters as constructed by the Developer upon the Parcel.
- 1.8 Improvement. Any permanent structure attached to the Property and for which the City of Chicago requires the issuance of a building permit and in addition any ancillary facilities such as garages or parking areas, driveways, curbs, fences, and sidewalks and landscaping for the remaining portion of the Parcels or Common Area, as the case may be, not occupied by such Improvements and their ancillary facilities.
- 1.9 Maintenance Fund. All monies collected by the Association pursuant to the terms hereof.
- 1.10 Member. Each person or entity who is a member of the Association, as provided in the By-Laws.
- 1.11 Parcel. A Parcel of land improved or intended to be improved with one Townhouse as described on Exhibit C.
- 1.12 Parcel Owner. The person or persons whose estate or interests, individually or collectively, aggregate fee simple ownership of a Parcel (without reference to the interests of lien holders or tenants for terms of years or otherwise).
- 1.13 Percentage Interest. The interest, if any, assigned to each Parcel on Exhibit E hereto.
- 1.14 Person. A natural person, corporation, partnership, Trustee or other entity capable of holding title to real property.

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1.15 Property. All portions of the Common Area and the Parcels, including such additional real estate which, pursuant to Article XIII, Section 13.4 hereof, becomes subject to this Declaration.

1.16 Townhouse. Any Improvement, complete or incomplete, and intended only for occupancy as a residence and located on a Parcel.

ARTICLE II

Easements

2.1 The Parcel Owners, their guests and invitees, but not the public generally, are hereby granted easements for use and enjoyment and ingress and egress from any portion of the Property over, upon and across the Common Area, or portions thereof. The Association shall have the power to grant such easements or licenses for such other purposes as may be appropriate to such persons, and upon such terms and conditions, at such costs, if any, and for such duration as the Association deems appropriate.

2.2 Each Parcel Owner shall maintain those portions of his or her Parcel which are subject to easements granted hereunder, except as otherwise provided herein, provided the Association, in its sole discretion, shall have the authority to assume any such costs as it deems appropriate.

2.3 All easements and rights described in this Declaration are easements appurtenant, running with the land, and shall inure to the benefit of, burden and be binding upon the undersigned, their successors and assigns, and upon any owner, purchaser, mortgagee, or other Person having an interest in the Property, or any part thereof.

2.4 All persons who reside on a Parcel shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Parcel.

2.5 The Ameritech Telephone Company, Commonwealth Edison Company, Peoples Gas, Light & Coke Company, Chicago Cable TV Company, and all other suppliers of utilities serving the Property, or any portion of the Additional Land as described on Exhibit D, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through any non-dedicated roadways on the Property and the Easement Parcels for the purpose of providing utility services to the Property or to any portion of the Additional Property, whether or not annexed hereto. Every Parcel is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Parcel for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Parcel Owner's Parcel. Easements are also hereby declared and granted to the Developer or its assignee to install, lay, construct, operate, maintain, renew, repair and replace any conduits, cables, pipes,

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wires or other equipment or components of a community antenna television service system into, over, under, on and through the Common Area and any Parcel for the purpose of providing such television service to the Property or to other property. Easements are also hereby declared and granted for the purpose of utility installation, construction, service and maintenance under each and any of the Parcels and through the buildings constructed thereon. This shall include service and maintenance of utility lines which are no longer the responsibility of the utility provider.

2.6 Notwithstanding any provision herein to the contrary, the easements created under this Section shall be subject to the right of the Developer to execute all documents and do all other acts and things affecting the Common Area which, in the Developer's opinion, are desirable in connection with the Developer's rights hereunder, provided any such document or act or thing is not inconsistent with the property rights of any Owner. Developer reserves the right to use any portion of the Common Area as it deems necessary in connection with the sale or rental of Improvements being constructed or to be constructed within the Property, including but not limited to parking for sales personnel and sales prospects.

2.7 In the event that (i) by reason of design, construction, location, repair, settlement, shifting or movement, any dwelling, garage or other Improvement as originally constructed by the Developer on any Parcel or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Parcel or upon the Common Area, or (ii) by reason of such design, construction, location, repair, settlement, shifting, or movement it shall be necessary for any Parcel Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (iii) by reason of the design or construction of utility ventilation and exhaust systems, as originally constructed by Developer, any mains, pipes, ducts or conduits servicing any Parcel or more than one Parcel, encroach or shall hereafter encroach upon any part of any Parcel, or the Common Area, then, in any such case, perpetual easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Parcel or Common Area to maintain, repair, and replace such encroachment are hereby established and shall exist for the benefit of such Parcel or Common Area, as the case may be, so long as such dwelling, garage, or other improvement shall remain standing, provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be reestablished and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use of the Common Area be created in favor of any Parcel Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Common Area by others or if it occurred due to the willful conduct of any Parcel Owner.

2.8 No later than the earlier of the time that the Developer conveys one hundred (100%) percent of the units or five (5) years from the date of recording of this Declaration, Developer will convey to the Association and the Association shall accept title to the Common Area herein described, together with such facilities and improvements as the Developer may elect to install

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thereon and subject to such easements as the Developer may cause to be placed thereon.

ARTICLE III

Restrictions as to Use and Occupancy

3.1 Use and Occupancy of the Parcels and Common area.

a) No part of the Property shall be used for other than housing, parking, and related common purposes for which the Property was designed. Each Parcel shall be used as a residence for a single family dwelling and for no other purposes.

b) The outdoor parking areas shall be used for the parking of passenger automobiles, motorcycles and motor scooters, subject to: no boats, trailers, trucks, recreational vehicles, campers, snowmobiles, buses, vehicles bearing signs on their exteriors or other vehicles or property of any kind shall be parked or stored thereon unless permitted by such rules and regulations as may be adopted by the Board. No maintenance of any vehicle shall be performed on any of the property. No vehicle shall be parked on any portion of the Common Areas unless permitted pursuant to rules and regulations adopted by the Board. Every Parcel Owner, occupant and other person shall be responsible for his personal property in the outdoor parking areas. Neither the Board nor the Association shall be considered the bailee of any such personal property, nor shall either be responsible for any loss or damage thereto, whether or not due to negligence of the Board and/or the Association. Developer may use the outdoor parking areas or other areas temporarily improved for parking as parking for model units.

c) There shall be no obstruction of the driveways or other portions of the Common Area, nor shall ready access to a garage or entrance to any Parcel be obstructed or impeded in any manner.

d) No Parcel Owner shall permit anything to be done or kept on his Parcel or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or which would be in violation of any law, nor shall any waste be committed in the Common Area.

e) Other than Developer's improvements, no permanent structures shall be affixed to the Parcel, such as outbuildings, barns and sheds. No outdoor clotheslines shall be permitted on the Parcels and yards shall not be used for storage purposes. Garages shall be used for storage of vehicles and for no other purpose including the making of mechanical repairs to vehicles. Garage doors shall remain closed to the extent possible.

f) No animals of any kind shall be raised, bred, or kept on any Parcel except dogs, cats, or other household pets which may be kept subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purpose; and

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provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon ten (10) days' written notice from the Board. No snakes or poisonous insects shall be permitted to be kept in any Dwelling Unit or on any Parcel. Any dog, cat or other animal excrement shall be removed from the yards of each Individual Parcel and the Common Area immediately by said animal's owner and all animals shall be prohibited from urinating on the Common Area. Unless permitted by rules and regulations of the Board, pets shall not be walked on any of the Common Areas.

g) No noxious or offensive activity shall be conducted on any Parcel or in the Common Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.

h) 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 any Parcel, except as otherwise provided herein.

i) No signs of any kind shall be posted on the Common Area. No "For Sale" or "For Rent" signs shall be permitted on any part of any Parcel or the Common Area. Once the Developer no longer maintains a sales trailer or sales center on any part of the Property, the Board may appoint a managing agent to direct inquiries to owners or agents designated by them concerning the sale or rental of units. The Board may allow the placement of one or two signs on the Common Area visible to the public way providing the name and telephone number of the managing agent which can be contacted for unit availability.

j) All refuse, in containers or otherwise, shall not be placed out of doors except in those areas specifically designated by the Developer for the storage of trash.

k) Except as constructed or altered by or with the permission of the Developer, nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board.

l) The Common Areas shall not be used for skateboarding, ball playing or other uses which may endanger any person or property.

m) All exterior and seasonal lighting and decorating shall be subject to rules and regulations of the Board and shall be removed no later than thirty (30) days after the close of the holiday.

n) The restrictions in this Section shall not however, be construed in such a manner as to prohibit a Parcel Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business records or accounts therein; or (iii) handling his personal 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 Section.

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ARTICLE IV

Architectural Control Committee and Design Compatibility

4.1

a) Architectural Control and Design Compatibility Generally. Other than the Developer's improvements, no building, fence, wall or other permanent structure or improvement to the Parcel shall be commenced, erected, or maintained upon the Parcel nor shall any improvement be made or structure erected on the roof of the dwelling unit nor shall any changes be made to the landscaping of any yard not enclosed by a fence, nor shall any exterior addition to any part of the dwelling unit or change or alteration to the front, back or side facades therein (including storm doors, security doors, storm windows and change in paint color) be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee. Any Parcel Owner wishing to erect an antenna of any kind on a unit or Parcel must first obtain written approval by the Architectural Committee.

Notwithstanding any of the terms herein, in the event that the Developer conveys a dwelling unit with written approval of any specific design(s) for later improvements, the Parcel owner of such dwelling unit shall have the right to create any or all improvements as specified without Architectural Committee approval.

b) Design Compatibility. No alteration of the design of the unit exterior, according to the architectural plans on which said buildings are constructed, shall be made to any dwelling. In particular, no porches or decks shall be constructed unless substantially equivalent in design and construction to those decks and porches originally designed and built by Developer. The fence color for each Parcel shall remain the original color as painted by Developer and any replacement fence constructed shall be the same in design and color as the original fence constructed by the Developer. No outdoor awnings or porticos shall be constructed or attached to any dwelling.

4.2 Membership. The Architectural Control Committee shall consist of three persons who shall be appointed by the Board. Until the initial meeting of voting members, the Developer shall designate the members of the Architectural Control Committee. Thereafter, until the Developer shall have sold and conveyed title to all Parcels in the Development Site, the Developer shall designate one member of the Architectural Control Committee and the two remaining members shall be appointed by the Board. Upon the sale and conveyance by the Developer of all of the Parcels, all three members shall be appointed by the Board. Except for members designated by the Developer, each member of the Architectural Control Committee shall be a Parcel Owner and shall reside in a Townhouse.

4.3 Powers and Duties. The Architectural Control Committee shall have the following powers and duties:

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a) to review requests by Parcel Owners for approval of any exterior addition to or modification or alteration to a Townhouse or other matter described in this Declaration as requiring approval of the Architectural Control Committee and, subject to final approval thereof by the Board, to render decisions thereon;

b) to propose to the Board rules, regulations and procedures concerning exterior maintenance, repair, landscaping, fences, trash removal, and the enforcement of the provisions of this Declaration in relation thereto; and

c) such other powers and duties as the Board shall from time to time delegate.

4.4 Procedures. Any matter requiring the approval of the Architectural Control Committee shall be submitted to the Architectural Control Committee in writing and, if approval of any alteration or addition to a Townhome or Parcel shall be requested, shall include preliminary design drawings, plans and specifications, elevations, landscaping schemes and descriptive materials showing the size, color, design, configuration, height, shape and materials of such alteration or addition. Within a reasonable time not exceeding thirty (30) days after receipt of all such items, the Architectural Control Committee shall advise such Parcel Owner and the Board in writing:

a) whether such Parcel Owner's request has been approved or denied and if denied, the specific reasons therefor; or

b) whether the Architectural Control Committee requires additional information, plans or other materials to render a decision, in which case such additional items shall be furnished as expeditiously as possible.

If additional items shall be required pursuant to subsection (b) above, within a reasonable period of time not exceeding ten (10) days from the date of receipt of all such items, the Architectural Control Committee shall advise such Owner and the Board in writing whether such Parcel Owner's request has been approved or denied and if denied, the specific reasons therefor. If such Parcel Owner's request for approval shall have been denied, such Owner shall have the right to appeal the decision of the Architectural Control Committee to the Board pursuant to Section 4.5 hereof

4.5 Right of Appeal. Any adverse decision of the Architectural Control Committee may be appealed to the Board, which shall render a final decision as to the matter in question. A Parcel Owner desiring to appeal shall so advise the Board in writing. The Board shall consult with the Architectural Control Committee and such Parcel Owner, and shall review the plans and other materials submitted by such Parcel Owner and shall render a written decision as to the matter under consideration as expeditiously as practical. In rendering its decision, the Board shall take into consideration the criteria set forth in Article IV, Sections 4.1 and Section 5.6 hereunder, the manner in which the Architectural Control Committee has applied such criteria to the matter under review and such other factors as the Board deems relevant in respect to the overall enhancement of the value and desirability of the Parcels and Development Site.

4.6 Review Criteria. In evaluating requests by Owners for approvals required of the

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Architectural Control Committee hereunder, the factors to be considered by the Architectural Control Committee shall include those set forth in Article IV, Section 4.1 and the following:

a) the architectural integrity and compatibility of any proposed exterior modification to a Dwelling Unit and the design, color scheme and materials of such Dwelling Unit as originally constructed, in regard to which the Architectural Control Committee shall not have the authority to approve an exterior alteration or addition that:

i) changes color schemes or architectural styles from those originally constructed by the Developer;

ii) substitutes material of lesser quality than those originally furnished by the Developer; or

iii) results in a change in the grade of a Townhome Lot or the elevation, size or basic exterior design as to door and window placement from that originally provided by the Developer.

b) the aesthetic effect of any proposed modification of landscaping, exterior fences or exterior lighting; and

c) such other factors as the Architectural Control Committee deems relevant in assessing the overall effect of the Owner's request upon the maintenance and operation of the Parcel.

5.7 Final Board Approval. There is hereby reserved to the Board the power to reverse any decision of the Architectural Control Committee, whether approving or denying any Owner's request, if, in the Board's judgment, which shall not be subject to challenge or review, the Architectural Control Committee, in rendering such decision, has failed to correctly apply the criteria set forth in Article IV, Section 4.1 or Section 5.6 hereunder.

5.3 Questions of Major Importance. In the event that the Board determines that a question or request of major importance has been presented to the Architectural Committee, the Board shall have the right to submit said question or request directly to the unit owners for a vote on said question without the consent of the Architectural Committee. All requests brought hereunder must be approved by a two-thirds (2/3) vote of the homeowners.

ARTICLE V

Maintenance of Parcels and Common Areas

5.1 Parcels. Each Parcel Owner, at his sole cost and expense, shall maintain, repair and replace the interior and exterior of his Parcel and the Improvements therein, keeping the same slightly and in good condition and repair, including, without limitation, all landscaping enclosed by privacy fences, painting, staining, refinishing, maintenance, repair, replacement and tuckpointing of the exterior surfaces and structural components of the dwellings and garages, including, without limiting the generality of the foregoing, all outer walls, screens, doors and

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glass surfaces, and window washing and repair. No owner shall be permitted to alter the grading of his Parcel or the landscaping originally furnished by the Developer or remove or add any shrubbery, trees, gardens or other plants, rock gardens, fountains or other elements of landscaping without prior approval of the Architectural Control Committee.

5.2 Maintenance by Association. Use of the driveways and outside parking areas of the Common Area as described on Exhibit B shall be shared with the unit owners of the adjoining property known as New Prairie Development. The unit owners of East Prairie Townhouses shall have the benefit of the use of the driveways and parking areas of the Common Area by virtue of an easement for ingress and egress over said property. As the items below relate to the maintenance of the property described on Exhibit C, including landscaping, snow removal, light and other common expenses, maintenance costs shall be shared equally between the Associations for New Prairie Development and East Prairie Townhouses. The Association shall be responsible for:

a) snow removal from the Common Area and driveways of Townhouse Lots and public walks adjacent to the Property; nothing herein contained shall impose upon the Association any greater duty with respect to snow removal than is otherwise imposed by law.

b) the construction, maintenance and replacement of the Common Area and Common Facilities shall be within the sole control, responsibility, and discretion of the Association. The cost of all capital improvements (other than capital improvements constructed by the Developer), including fences, non-dedicated utilities and roads, whether located on or off the Property, and new construction and replacement of facilities and landscaping within the Common Area, as well as all expenses and landscaping within the Common Area, as well as all expenses for maintenance and upkeep of the Common Area including non-dedicated utilities and roads and all real estate taxes thereon, shall be paid from the Maintenance Fund;

c) to the extent not maintained by any utility company, maintenance, repair and replacement of all sewer and water lines up to the point of entry to a Dwelling Unit;

d) all fences installed by the Developer on the Parcels and Common Areas;

e) maintenance and periodic inspection of roofs and roof drainage systems for all of the dwelling units including downspouts, gutters and interior drains. The cost of roof maintenance, inspection and repair may be specially allocated to owners in accordance with the square footage of the roof on each individual dwelling unit, and the Association may allocate additional costs to those owners who maintain a roof deck on any portion of their roof.

5.3 Maintenance in First Class Condition. All maintenance, repairs and replacements shall be made when and as deemed necessary by the Association to maintain the Parcels in a first-class residential development. Each Owner shall maintain in first-class condition and repair all exterior portions of Dwelling Units not maintained by the Association, including by way of example and not limitation, trim, lighting, shutters, doors, walks, patios and all shrubbery, trees, grass and plantings on areas of Parcels enclosed by fences.

In the event any Owner fails to maintain or repair his Dwelling Unit or Parcel as aforesaid, the

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Association shall have the right, but not the obligation, to enter upon such Owner's Parcel and Dwelling Unit to perform such maintenance or repair and such Owner shall pay all costs and expenses of the Association incurred thereby upon demand. The cost of any maintenance, repairs and replacements performed by the Association under this Section shall be charged to the Unit Owners benefitted thereby and shall be added to the assessment payments due from such Owners and shall bear interest and constitute the personal liability of such Owner and shall be a continuing lien on such Owner's Parcel and Dwelling Unit enforceable as provided in this Declaration.

5.4 Damage or Destruction. In the event of any damage to a Dwelling Unit by fire or other casualty, the Owner of such Dwelling Unit shall repair, restore and rebuild the portion of such Dwelling Unit damaged or destroyed to its condition, as near as possible, immediately preceding such fire or other casualty as rapidly as possible, but in all instances within one hundred twenty (120) days after the occurrence of such damage, unless prevented by inclement weather or other causes beyond such Owner's control, in which event reconstruction shall be completed within one hundred eighty (180) days after the occurrence of such damage. Should such Owner fail to reconstruct such Dwelling Unit as aforesaid, the Association may undertake to do such construction as it deems necessary and to charge such Owner the costs thereof. Any amounts so charged to a Unit Owner shall bear interest and constitute a lien in the same manner as provided in Section 6.3 hereof

5.5 Limited Common Improvements. The Association shall maintain those Common Improvements which service only a limited number of Parcels but the Association may allocate and charge the cost of such maintenance only to those Parcels which are directly serviced thereby. For example, that portion of a sewer line that services only two units or a roof that covers only three units shall be considered a limited common improvement. No landscaping shall be considered a limited common improvement although land improvements such as grading or sloping may be considered a limited common improvement.

ARTICLE VI Administration

6.1 The administration of the Common Area as set forth herein shall be vested in the Association.

6.2 The duties and powers of the Association and its Board shall be those set forth in this Declaration, the By-Laws, and its Articles of Incorporation, as such Articles may be amended from time to time as provided in Article XIV.

6.3 Notwithstanding anything in this Declaration or the By-Laws of the Association to the contrary, the first and each subsequent Board of the Association shall consist of, and vacancies on the Board shall be filled by, such persons as the Developer shall from time to time appoint, who may but need not be members of the Association, until the first to occur of the following events (the "Transition Events"): (i) the expiration of five (5) years after the date of recording of this Declaration or (ii) the conveyance by Developer of 100% of the units to the various Parcels, or (iii) the Developer relinquishes all administration rights and responsibilities of the

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Common Area. The Developer shall have the right, from time to time, to remove from office any Director or Committee member appointed by it. Without the prior written consent of Developer, neither the Articles of Incorporation of the Association nor the By-Laws shall be amended, modified or changed in any way to diminish the authority of the Board, while the Developer may appoint all members of the Board. The Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint the remaining members of the Board for the period herein above specified. All directors not appointed by Developer shall be elected as provided in the By-Laws.

6.4 All funds collected by the Association shall be held and expended for the purposes designated herein and in the Articles of Incorporation and the By-Laws. All funds shall be deemed to be held for the benefit, use and account of the Parcel Owners. Upon termination of the Association, any surplus shall be distributed as provided in the By-Laws.

6.5 The members of the Board and the officers and employees of the Association shall not be liable to the Parcel Owners for any mistake of judgment, or any acts or omissions, made in good faith as such members, officers or employees.

6.6 The Board, on behalf of the Association, shall have such powers as are contained in the By-Laws and shall have the following general powers:

a) to adopt rules and regulations governing the use, maintenance and administration of the Parcels, Common Areas, Common Facilities and Townhouses for the health, comfort, safety and general welfare of the Parcel Owners and occupants thereof.

b) to provide for maintenance, repair and replacement with respect to the Parcels, Townhouses, Common Areas and Common Facilities on the terms provided for in Article VI hereof.

c) to enter into contracts on behalf of, and to purchase or secure in the name of, the Association any materials, supplies, insurance (including directors and officers' liability insurance), equipment, fixtures, labor, services (including the services of accountants and attorneys) required by the terms of this Declaration or the By-Laws of the Association, or which in its reasonable opinion shall be necessary or proper for the operation or protection of the Association and its members and for the enforcement of the provisions of this Declaration.

d) to enter upon, and to have its contractors, subcontractors and agents enter upon, any Townhouse Lot and the exterior of any Dwelling Unit as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Declaration or to correct any condition that in the Board's judgment is a nuisance or is damaging to any Owner or occupant.

e) to enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to draw upon such accounts), and generally, to have all the powers necessary and incidental to the operation and management of the Association.

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f) to adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property; and if proceeds are insufficient to repair damaged or replace lost property, to assess the appropriate Members in proportionate amounts to cover the deficiency.

g) to take such action as may be required to enforce the provisions of this Declaration and the rules and regulations made hereunder.

h) to grant non-exclusive easements in respect to, and to dedicate to or as directed by governmental authorities, portions of the Common Area and to execute and cause to be recorded such instruments as may be required in respect thereto.

i) to borrow money in the name of the Association to provide for the maintenance, repair or replacement of the Common Areas or Common Facilities; provided, however, that the Board shall not secure any such borrowings by encumbering the Common Areas or Common Facilities with a mortgage or trust deed without the affirmative vote of at least 66-2/3% of the votes of all Members of the Association. The Board shall, however, have the power to secure such borrowings by pledging and granting a security interest in the assessments due the Association hereunder.

j) to enter into a contract for the management of the Development Site with a professional manager or management company on such reasonable terms as the Board shall determine; provided that, except as to any contract to provide security services to the Dwelling Units, any such contract shall be cancelable by the Association at the end of two (2) years from the date of recording of this Declaration.

k) to exercise any and all powers, rights and authorities provided in the Illinois General Not-for-Profit Corporation Act, as amended from time to time.

ARTICLE VII

Assessments - Maintenance Fund

7.1 Annual Assessment. Each year on or before October 1st, the Board shall estimate the annual budget of common expenses including the total amount required for the cost of wages, materials, insurance, real estate taxes, services and supplies that will be required during the ensuing calendar year for fulfilling the obligations of the Association as provided herein, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, if any, and it shall also notify each Parcel Owner on or before October 1st in writing as to the amount of such estimate with a reasonable itemization thereof. Such common expenses shall be assessed to the Parcel Owners equally but may be prorated based on ownership for less than a full year. Parcels owned by Developer shall not be assessed nor shall they be included when computing the assessments, but it is anticipated that the Developer will make an equitable contribution towards maintenance. If, 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 Area 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 such

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damage and such maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance. Similarly, exclusive or primary use of the Common Areas or Limited Common Improvements as defined in this Declaration by one or more unit owners may result in, at the discretion of the Association, said unit owner or owners to be financially responsible, to the extent determined by the Association, for any maintenance, repairs and replacements thereon.

On or before the first day of January following receipt of the budget and the first day of each and every month of such year thereafter, each Parcel Owner shall pay to the Association, or as the Association may direct, one-twelfth (1/12) of the assessment made pursuant to this Section 7.1. On or before the first day of March of each year, the Board shall supply to all Parcel Owners an itemized accounting of the Association's expenses for the preceding year, whether paid or accrued, together with a tabulation of the amounts collected, and showing the net income or deficit plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves as provided herein shall be credited against the next monthly installments due from Parcel Owners under the current year's annual budget until such excess is exhausted. Any net shortage shall be added to each Parcel Owners' installments due in the six months succeeding the rendering of the accounting, allocated between those installments as the Board, in its sole discretion, shall determine.

The Board may build up and maintain a reasonable reserve for contingencies and replacements of the facilities and Improvements, if any, located within the Common Area or within any easements granted to the Association herein. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged against such reserve. If the annual budget proves inadequate for any reason, including non-payment of any Parcel Owner's assessment, the Board may at any time prepare an adjusted budget and levy a further assessment based thereon, which shall be assessed to the Parcel Owners equally. The Board shall serve notice of such further assessment on all Parcel Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly installment which is due more than 20 days after the delivery in person of such notice of further assessment.

The failure or delay of the Board in preparing or delivering the annual or adjusted budget to the Parcel Owners shall not constitute a waiver or release in any manner of the Parcel Owner's obligation to pay the assessments, as herein provided, whenever the same shall be determined, and in the absence of the preparation and delivery of any annual budget or adjusted budget, the Parcel Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the first monthly installment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

7.2 Special Assessments. In addition to the annual assessments authorized pursuant to Section 7.1, the Board may at any time or from time to time levy special assessments. Special assessments shall be levied for the purpose of defraying, in whole or in part, the cost incurred by the Association for any repair, replacement, maintenance, service, labor or materials not provided for in the Aggregate Annual Assessment for the then current calendar year. Except for special assessments which shall not exceed in any one twelve month period the sum of \$200 per assessed Parcel, any such special assessment shall first be approved by the affirmative votes

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of not less than one-half (1/2) of the votes cast at the annual or a special meeting of the Members called and held in accordance with the provisions of Section 7.3 hereof. Special assessments shall be allocated to each Owner in the same manner as such Owner's respective share of the Aggregate Annual Assessment. Special assessments may not be assessed against Parcels owned by the Developer.

7.3 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing any special assessment requiring approval pursuant to Section 7.2 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence in person or by proxy of Members entitled to cast one-half (1/2) of all the votes shall constitute a quorum.

7.4 Books of Account. The Board shall keep full and correct books of account on such basis as the Board shall determine. Upon request of any Parcel Owner or mortgagee, such books of account may be inspected by such requesting person or its representative, duly authorized in writing, at such office and at such reasonable time or times during normal business hours, as the Board shall designate in writing.

7.5 Lien for Assessment. From and after the date of any assessment against any Parcel and until paid, the assessments provided for herein shall be a lien upon the Parcel owned by such Parcel Owner and after the recording of notice of the amount then due for which a lien claim is being asserted by the Association and the giving of at least thirty (30) days prior written notice to all other lien holders. The lien may be foreclosed under the laws of the State of Illinois, and each Parcel Owner for itself and its successors and assigns, hereby waives any right of redemption from foreclosure sale as may exist under Illinois law. In addition, the obligation of each Parcel Owner to pay all of the assessments provided for herein shall be a personal obligation of each Parcel Owner (and beneficiary of trust if Parcel Owner is an "Illinois land trust") at the time the obligation is incurred and shall be deemed to be assumed as a personal obligation by anyone who succeeds to such Parcel Owner's interest in the Parcel or in the case where the Parcel is owned by a land title holding trust, to the interest of the beneficiary under such trust.

7.6 Subordination of Lien to Mortgage. Any lien under this Declaration shall be subordinate to any mortgage or trust deed made, owned or held by any lender recorded prior to the recording of a notice by the Association, except that the Association lien shall not be subordinate to the extent that the amount due is for services rendered after such lender (i) takes possession of the Parcel, or (ii) accepts a conveyance of the Parcel, or (iii) has a receiver appointed in a suit to foreclosure the lien of such mortgage or trust deed or to the extent the lien for unpaid assessments represents said Parcel's proportionate share of any previous unpaid assessment levied against the affected assessment the Association now seeks to collect by reassessment of all Parcel Owners.

7.7 Late Charges. If a Parcel Owner is in default in the payment of any charges or assessments hereunder for 15 days, the unpaid balance of such charges and assessments shall bear interest at the lower of (i) the rate of two 2% per month for each month or part thereof that such amount remains unpaid or (ii) the highest lawful rate that may be charged under the Illinois

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usury laws to borrowers such as the Parcel Owner. Additionally, in the event of the failure of any Parcel Owner to pay any assessment, maintenance charge, interest charge or other fees or costs of collection when due, a late fee of twenty-five dollars (\$25) shall be added to the assessment. In addition, there shall be added to the amount due all costs of collection including reasonable attorneys' fees incurred in respect thereto whether or not suit shall be filed and the costs of any such suit.

7.8 Non-Waiver. No Parcel Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Parcel.

7.9 Exemption from Assessment on Lots Owned by Developer. In order that those Parcels which are improved with Dwelling Units and conveyed or leased by Developer or its Agents may, with reasonable promptness, receive the benefits of maintenance by the Association for the enjoyment of the residents of the Development Site, and also be subject to assessments therefor, and so as not to discourage the Developer from voting for such assessments at such times as the Developer may still own a substantial number of unoccupied Parcels, and inasmuch as assessments levied against such Parcels impose a burden on the Developer without the Developer desiring, or receiving the benefits of maintenance upon such Parcels as may from time to time be provided by the Association, it is therefore expressly provided that no Lot or Parcel owned by the Developer, shall be subject to the assessments, charges and liens provided for herein until the date upon which such Lot or Parcel shall be conveyed to a bona fide purchaser or leased to any person who shall have commenced to pay rental therefor or sold pursuant to installment contract or articles of agreement for deed; provided, however, that each year, until the initial meeting of the Board of Directors pursuant to Article VI, Section 6.3, the Developer shall contribute to the Association the amount, if any, by which the operating expenses of the Association incurred or paid during such year (exclusive of any amounts allocated to reserves) exceed the gross revenues of the Association during such year.

Upon the conveyance or leasing by Developer of a Parcel which was theretofore entitled to the foregoing exemption from assessments, such Parcel and the Owner thereof shall immediately become subject to the payment of all assessments and other charges and the liens provided for herein.

7.10 Initial Assessments. The Developer shall collect from each purchaser of a Parcel, at the time of closing of the purchase thereof, an amount equal to two (2) times the then current monthly assessment allocable to such Parcel. The amounts so collected shall be utilized to fund an operating reserve for the Association.

ARTICLE VIII Rights Reserved to Developer

8.1 Developer's Promotional Rights. The right is reserved to the Developer to place and maintain on any area of the Parcel or Development Site, with the exception of a Parcel which

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has been sold and conveyed or sold on contract, or sold pursuant to an installment contract or articles of agreement for deed, to an Owner, all model Dwelling Units, construction trailers, sales offices, fencing, flag poles, advertising signs, banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Developer for construction, sales and leasing purposes. There is also reserved to the Developer, its agents, employees and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Parcel and Development Site for such sales and leasing purposes. The Developer also reserves the right to maintain on the Parcel without charge (a) a general office for the purpose of exercising the rights reserved in Paragraphs 8.1 and 8.2 hereof, (b) a general construction office for Developer's contractors and subcontractors and (c) appropriate parking facilities for the employees of Developer's agents and contractors. Developer's aforesaid reserved rights shall continue for so long as Developer is engaged in the construction, sale or leasing of Dwelling Units on any portion of the Development Site.

8.2 Developer's Easements. The Developer reserves unto itself a non-exclusive easement to, through, over, under and across the Development Site and all portions thereof for the purpose of exercising the rights reserved to the Developer pursuant to this Declaration, including without limitation, the planning, construction, marketing, leasing, management and maintenance of improvements in any portion of the Development Site. Such easement shall continue for a period of five (5) years from the date of this Declaration unless Developer, by written notice to the Association, elects to terminate such rights prior to such date. All rights and easements in favor of the Owners created by this Declaration shall be subject and subordinate to the afore described development rights and easements of Developer, whether or not inconvenience to any Owner shall result therefrom. The rights and easements reserved pursuant to this Section 8.2 and 8.3 shall inure to the benefit of the Developer, their respective successors and assigns including any successor to or assignee of the Developer's rights under this Declaration.

8.3 Right of Developer to Make Dedications to Grant Utility Easements. As used in this Paragraph 9.3, the term "utilities" means all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment, which serve the Development Site, including, without limitation, those for the transmission and/or distribution of water, electricity, gas, telephone, sewage, drainage, and other electronic signals. Said term also includes all standpipes, hydrants, pumps, equipment vaults and other structures and facilities for the provision of fire protection services.

Developer hereby reserves the following rights and easements:

a) to dedicate streets and street lights, walks, malls, parkways, parkland, drives, open space and water rights to any governmental authority and to make such other dedications as may be required to implement the ordinances of any governmental authority from time to time applicable to the Parcel or Development Site and to the public improvements therein.

b) to dedicate space in the Development Site or any portion thereof to any public or quasi-public utility or to any governmental authority for the location of utilities serving any portion of the Development Site.

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c) to reserve or grant easements in, over, under, to and across the Development Site or any portion thereof for ingress and egress to, and for installation, construction and maintenance of, any and all of the utilities.

d) to record plats of subdivision and resubdivision of all or any portion of the Development Site.

Any rights hereby reserved to the Developer, to the extent affecting the Common Area or Common Facilities, may be assigned and transferred by Developer to any successor Developer or to the Association by an instrument in writing, executed by the Developer and recorded in the Office of the Cook County Recorder of Deeds, following which the rights so assigned and transferred shall be exercised by such successor Developer or the Association as the case may be. Until Developer's rights under Paragraph 8.2 hereof are terminated, Developer shall have the right to tap into all utilities for the purpose of exercising all such rights.

8.4 Contracts. The Developer shall have the right to enter into contracts on behalf of the Association prior to the date of the initial meeting of Members; provided, however, that with the exception of contracts for cable television service or security monitoring service, any such contracts shall be terminable by the Association without penalty on not more than ninety (90) days prior notice no later than two (2) years following the date of recording of this Declaration.

8.5 Developer's Rights. In addition to any rights or powers reserved in this Declaration, the Developer shall have the right and powers set forth in this Section. In the event of a conflict between the provisions of this Section and any other provisions of this Declaration, the provisions of this Section shall govern. Except as otherwise provided in this Section, Developer's rights under this Section shall terminate at such time as the Developer is no longer vested with or controls title to any portion of the Property. Developer shall have the right, in its discretion, to maintain on the Property model improvements, sales, management, and/or administrative offices (which may be located in an Improvement), displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Parcels, all without the payment of any fee or charge whatsoever other than the assessments payable by the Developer with respect to Parcels owned by it. The Developer, its agents, and prospective purchasers and lessees of Parcels shall have a non-exclusive access easement over and across the roads and walkways located on the Property for ingress and egress to and from those portions of the Property which have not been made subject to this Declaration in order to exercise the rights reserved under this Paragraph and to park in the outdoor areas, for or incident to such sales or leasing purposes and, during construction by Developer, the right of ingress and egress for construction traffic and model parking in and throughout the Common Area in connection with such construction. Developer, its agents and contractors shall have the right to come upon the property, to construct Improvements thereon and to make alterations, repairs or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever. The provisions of this paragraph shall inure to the benefit of any assignee of Developer. Except as provided above, no signs of any kind will be displayed by any Parcel Owner without the

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Developer's express written consent for a period of five years from the date hereof. Prior to the earlier of the time that the Developer conveys one hundred (100%) percent of the Units or five (5) years from the date of recording of this Declaration, the Developer reserves the right to re-record this Declaration and/or to make and record Amendments thereto as necessitated by typographical, scrivener's and/or surveyor's errors or to clarify the various terms hereof.

ARTICLE IX Insurance

9.1 Required Coverages. The Board on behalf of the Association shall acquire and pay for out of the Maintenance Fund, the following:

a) If Common Area contains improvements subject to loss by fire or other casualty, a policy of insurance with respect to the Common Area insuring against loss or damage by fire and such other hazards as the Board deems advisable, for at least 80% of the full insurable replacement cost of such improvements. Each such insurance policy shall be written in the name of, and the proceeds thereof shall be payable to, the Association;

b) Comprehensive public liability, directors' and officers' liability (if directors and officers' liability insurance is available at reasonable cost and the Board deems such insurance appropriate), and property damage insurance in such limits as the Board shall deem appropriate (provided the comprehensive public liability insurance shall in no event be in an amount less than \$1,000,000.00 per occurrence), insuring the Association, the Board, the Members, the managing agent, if any, and their respective directors, officers and agents, from any liability in connection with the Property;

c) Worker's Compensation insurance as may be necessary to comply with applicable laws;

d) Such other forms of insurance as the Board deems appropriate.

9.2 Association Expense. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisals which the Board deems advisable in connection with any insurance, shall be an expense of the Association payable from the Maintenance Fund.

9.3 Master Policy. The Association may obtain the insurance coverage required herein in connection with and as part of a master policy of insurance maintained by or for any Parcel Owner provided the cost of such coverage is no more than the estimated cost of providing the same coverage under a policy written directly for the Association.

9.4 Individual Coverage. Each Parcel Owner shall obtain his own insurance on his Parcel.

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and Improvement and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by any liability insurance for all of the Parcel Owners, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Parcel Owners.

9.5 Waiver. Each Parcel Owner hereby waives and releases any and all claims which he may have against any other Parcel Owner, the Association, its directors and officers, the Developer, and their respective employees and agents, for damage to Improvements to the Common Area, the Parcels, or to any personal property located in the Parcels or Common Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

9.6 Sufficient Coverage. In the case of damage by fire or other disaster to a portion of any Improvements to the Common Area (a "Damaged Common Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Common Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Common Improvement.

9.7 Insufficient Coverage. In the case of Damaged Common Improvement for which the insurance proceeds are insufficient to repair or reconstruct the Damaged Common Improvement or the Damaged Common Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

a) A meeting of the Parcel Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims; or (ii) the expiration of the ninety (90) days after the occurrence which caused the damage.

b) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Common Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

c) A vote shall then be taken on the question of whether or not the Damaged Common Improvement shall be required or reconstructed based on the information provided by the Board under (b) above, including the proposed special assessment. The Damaged Common Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Members representing at least three-fourths (3/4) the votes cast.

9.8 Repair. If the Damaged Common Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and in a manner which is substantially similar in design and construction as originally constructed, with any variations or modifications required to comply

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with applicable law.

9.9 Non-repair. If the Damaged Common Improvement is not repaired or reconstructed, then the damaged portions shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

9.10 Condemnation. In the case of a taking or condemnation by competent authority of any part of the Common Area, the Association, shall, if necessary, restore the improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure and materials used with respect to such improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Association's expenses; or (ii) distributed to the remaining Parcel Owners and their respective First Mortgagees, as their interests may appear. In the event that part or all of one or more Parcels is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Board shall adjust the assessment rates of the remaining Parcels in a just and equitable manner. The President and Secretary of the Association shall execute and record an instrument on behalf of the Association which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the assessment rates as a result of an occurrence covered by this Section.

ARTICLE X Rights of First Mortgagees

In addition to all other rights of holders of notes secured by mortgages or trust deeds which constitute first mortgage liens against a Parcel or Parcels ("First Mortgagees") pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

a) Unless Eligible Mortgage Holders (as defined below) representing at least 51% of the Parcels shall have given their prior written approval, the Association shall not be entitled to amend or supplement any of the provisions of this Declaration which deal with the following matters:

- i) voting rights;
- ii) assessments, assessment liens, or subordination of assessment liens;
- iii) reserves for maintenance, repair, and replacement of Common Areas;
- iv) responsibility for maintenance and repairs;
- v) reallocation of interests in the Common Area, or to their use;

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- vi) boundaries of any Parcel;
 - vii) convertibility of Parcels into Common Areas or vice versa;
 - viii) expansion or contraction of the Property or the addition, annexation, or withdrawal of Additional Property to or from the terms of this Declaration;
 - ix) insurance or fidelity bonds;
 - x) leasing of Parcels;
 - xi) imposition of any restrictions on a Parcel Owner's rights to sell or transfer his or its Parcel.
 - xii) a decision by the Association to establish self management when professional management had been required previously by an Eligible Mortgage Holder;
 - xiii) restoration or repair of improvement to the Parcels or Common Area (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
 - xiv) any action to terminate the legal status of the Association after substantial destruction or condemnation occurs; or
 - xv) any provisions that expressly benefit mortgage holders, insurers, or guarantors.
- b) Each Eligible Mortgage Holder shall have one vote for each First mortgage on a Parcel.
- c) As used herein, the term "Eligible Mortgage Holders" shall mean those First Mortgagees who have requested the Association to notify them of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.
- d) First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.
- e) First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.
- f) Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the Mortgagor of such Parcel in the performance of such mortgagor's obligations hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days.

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g) Neither the Developer nor the Association shall cancel (or cause to be canceled) the terms of this Declaration or dissolve (or cause to be dissolved) the Association without the prior written consent of at least 75% of the number of Eligible Mortgage Holders.

ARTICLE XI Party Walls

11.1 General Rules of Law Apply. Each wall and fence which is built as a part of the original construction of a Townhouse (or as reconstructed following a fire or other casualty) which is located on the boundary line between separate Parcels, shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. The said dividing walls are hereby declared to be party walls between the adjoining residences erected on said premises.

11.2 Repairs and Maintenance of Party Wall. The cost of maintaining each party wall shall be borne equally by the owners on either side of said wall. In the event of damage or destruction of said wall from any cause other than the negligence of either party thereto, the then owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect, or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.

11.3 Penetration and Drilling Through Party Wall. No penetration into the party wall shall be allowed except that either party shall have the right to break through the party walls for the purpose of repairing or restoring sewage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment, to the adjoining owner of any damages negligently caused thereby.

11.4 Destruction of Townhouse. In the event of partial or total destruction of any Townhouse or any portion thereof, the dwelling so destroyed may be restored only in accordance with the same plan to which it was originally constructed.

11.5 Easement. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party or extension thereof is located, for party wall purposes and for maintenance of any existing extension of any party wall.

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ARTICLE XII

Violation of Declaration and Remedies

12.1 Violation of Declaration. The violation or breach of any covenant, restriction or condition contained herein or rule or regulation adopted by the Association, shall give the Association the right, in addition to any other remedies provided for in this Declaration and under law, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such breach, and the costs of said suit, including reasonable attorneys' fees, shall be awarded to the Association. Failure by the Association to enforce any covenant, restriction or lien herein contained or rule or regulation adopted by the Association shall in no event be deemed a waiver of the right to do so thereafter, no matter how many violations or breaches may occur.

12.2 Remedies. The violation of any covenant, condition, restriction, rule or regulation adopted by the Board, or the breach of any provision herein contained, shall give the Board the right, upon not less than ten (10) days notice (or immediately in the event of any matter of an emergency nature which might result in damage to persons or property), in addition to the rights set forth in the next succeeding section:

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 Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or

c) to levy fines in such reasonable amounts and pursuant to such procedures for hearings and appeals as the Board shall from time to time determine; or

d) in addition to or in conjunction with the remedies set forth above, in the event of a violation by a Parcel Owner of this Declaration, the By-Laws, or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the Parcel Owner and/or others as permitted by law including, without limitation, (i) to foreclose the lien against the Parcel (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter; or

e) the provisions contained in Article III regarding Covenants and Restrictions as to

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Use and Occupancy, and Article IV, Architectural Control may be enforced by any proceeding at law or in equity by any aggrieved Parcel Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to provide a remedy hereunder.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate then permitted in Illinois until paid but not to exceed 2% per month per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the expenses of the Association, and the Association shall have a lien for all of the same upon the Parcel of such defaulting Parcel Owner and upon all of the additions and improvements thereto and upon all of his personal property in his Dwelling Unit or located elsewhere on his Parcel. 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.

ARTICLE XIII General Provisions

13.1 Management. The Developer hereby reserves the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and its property during all or any portion of the period during which Developer has the right to appoint Directors as provided in Article VI, Section 6.3. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement executed by the Developer shall be terminable by either party for cause upon ninety (90) days written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year periods. Any other contract providing for services by the Developer must provide for termination on ninety (90) days written notice and be for a maximum contract term of three years.

13.2 Notices. Notices required or permitted to be given to the Association, any Parcel Owner or Member may be delivered to any member of the Board, such Parcel Owner or Member, as the case may be, either personally or by certified or registered mail with proper postage prepaid, addressed to such party, at the last address of such party shown in the records of the Association, and shall be effective, in the case of personal delivery, upon such delivery, and in the case of mailing, as of the date of mailing. Any mortgagee that registers with the Association by giving written notice of its interest shall receive copies of all notices sent by the Association to the Owner of the encumbered Parcel. Any mortgagee that fails to register with the Association shall have no right to receive any notices whatsoever from the Association.

13.3 Covenants Running With Land. The easements, conditions and restrictions hereby created and declared are and shall be perpetual and construed as covenants running with the land and each and every person accepting a deed to any lot in the Development Site shall be deemed to accept said deed with the understanding that each and every other purchaser is also bound by the provisions herein contained, and each and every purchaser, by accepting a deed to any lot shall thereby consent and agree to be bound by the covenants herein contained to the same extent as though he had signed this instrument. The undersigned, in executing and delivering deeds

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to said lots shall insert in said conveyances, by reference, that the same are made subject to the terms, conditions, restrictions and covenants herein contained, designating the Recorder's Document Number under which this instrument is recorded.

Each grantee of the Developer by the acceptance of a deed of conveyance, each purchaser under Articles of Agreement for Deed and each mortgagee or Trustee under trust deed, accepts the portions of the Property covered by such instrument subject to all rights, easements, covenants, restrictions, charges and liens, and the jurisdiction, rights, and powers created in or reserved by, this Declaration, as it may at any time be amended pursuant to Section 13.5 hereof, as though the provisions of this Declaration were recited in their entirety in each and every instrument of conveyance or Articles of Agreement for Deed; it being further agreed that at such times and to such extent as the holder of any mortgage or other security instrument in the nature of a mortgage upon any Parcel or any successor of such holder shall come into actual possession or ownership (other than as security for debt) of any Parcel or Parcels, the said holder or such successor (as may be the case) shall succeed to all the rights and obligations of the owner of such Parcel or Parcels in this Declaration expressed.

13.4 Additional Land. The Developer of the property intends to construct additional dwelling units on the property described in Exhibits C and D and said additional dwelling units may be connected by division walls between each adjoining pair of dwellings and the easements and covenants created herein may benefit any and all additional dwellings submitted to the provisions of this Declaration and each and every grantee of any Parcel, by accepting a deed shall thereby consent and agree to the same extent as though he signed this instrument and said grantees may utilize certain areas in common. Any instrument submitting additional real property to this Declaration shall be recorded.

13.5 Amendments. Subject to the rights of mortgagees provided in Article X, the provisions of paragraphs (1.2), (1.5), (1.6), (1.7), (1.8), (1.9), (1.10), (1.11), (1.12), (1.13), (1.14), of Article I, Article II, paragraph (7.4) of Article VI and this paragraph 13.5 of Article XIII of this Declaration may be amended only by an instrument in writing setting forth such amendment, signed and acknowledged by the duly authorized officers of the Association, all of the Parcel Owners and all First Mortgagees having liens of record against any Parcels. All other provisions of this Declaration may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by the duly authorized officers of the Association and accompanied by a certificate signed by such officers stating that Parcel Owners whose Percentage Interests aggregate at least 75% have approved such amendment, provided, no amendment may be adopted which increases the Percentage Interest of any Parcel without the consent of the affected Parcel Owner and any First Mortgagee which has a lien of record against the affected Parcel. This Declaration may also be amended pursuant to the terms of Article VIII of this Declaration. All amendments shall be effective upon recording in the Office of the Recorder of Deeds of Cook County, Illinois.

13.6 Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and all of the terms hereof are hereby declared to be severable.

13.7 Construction. The provisions of this Declaration shall be liberally construed to effectuate

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its purposes. 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.

13.8 Land Trust. In the event title to any Parcel should be conveyed to a land title holding trust under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the Parcel held by such trust shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Parcel. No claims shall be made against any such title holding Trustee (other than to the extent of the value of the Parcel) for payment of any such obligations, lien or indebtedness, and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the Parcel, the title to which is held by the Trustee, notwithstanding any transfer of the beneficial interest or title to such Parcel.

13.9 Captions. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

ARTICLE XIV Violation of Certain Rules

If any of the options, privileges, covenants, or rights created by this Declaration should be unlawful or void for violation of (a) the rule against perpetuities or some other or analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Richard J. Daley, former Mayor of the City of Chicago.

ARTICLE XV Abrogation of the Declaration

This Declaration may be abrogated upon recommendation by the Board and approval of all Parcel Owners and all mortgagees with then existing recorded liens on the Property. Such abrogation shall be evidenced by an instrument setting forth such abrogation signed by the duly elected officers of the Association, all Parcel Owners and any such mortgagees, and shall be effective upon recording of the same in the office of the Recorder of Deeds of Cook County, Illinois. All property then owned by the Association shall be disposed of as provided in the By-Laws.

All easements created by this Declaration and in use as of the date of the recording of such instrument shall remain in full force and effect until vacated by all parties having an interest herein.

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IN WITNESS WHEREOF, the Developer has duly executed this instrument on the day and year first above written.

EAST PRAIRIE DEVELOPMENT, INC.

By: [Signature]
Larry Gould
Its President

ATTEST:

Secretary

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN NEW PRAIRIE TOWNHOME RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

COMMON AREA

OUTLOT IN NEW PRAIRIE TOWNHOME RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

LEGAL DESCRIPTIONS FOR PARCELS

PARCEL 1: THE NORTHERLY 25.30 FEET OF LOT 1 IN NEW PRAIRIE TOWNHOME RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9215 EAST PRAIRIE ROAD, SKOKIE, ILLINOIS.

PARCEL 2: THE SOUTHERLY 21.00 FEET OF THE NORTHERLY 46.30 FEET OF LOT 1 IN NEW PRAIRIE TOWNHOME RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9213 EAST PRAIRIE ROAD, SKOKIE, ILLINOIS.

PARCEL 3: THE SOUTHERLY 21.00 FEET OF THE NORTHERLY 67.30 FEET OF LOT 1 IN NEW PRAIRIE TOWNHOME RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9211 EAST PRAIRIE ROAD, SKOKIE, ILLINOIS.

PARCEL 4: LOT 1 (EXCEPT THE NORTHERLY 67.30 FEET) IN NEW PRAIRIE TOWNHOME RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 9209 EAST PRAIRIE ROAD, SKOKIE, ILLINOIS.

PERMANENT INDEX NUMBER FOR ALL OF THE ABOVE: 10-14-225-025-0000

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EXHIBIT D

ADDITIONAL LAND

LOT 2 IN NEW PRAIRIE TOWNHOME RESUBDIVISION OF PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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EXHIBIT E

PERCENTAGE INTEREST

<u>UNIT</u>	<u>PERCENTAGE INTEREST</u>
9209 East Prairie	25%
9211 East Prairie	25%
9213 East Prairie	25%
9215 East Prairie	25%

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