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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
PURSUANT TO THE CONDOMINIUM PROPERTY ACT
FOR
THE REDGATE CONDOMINIUMS OF CHICAGO**

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE REDGATE COURT CONDOMINIUMS

THIS AMENDED AND RESTATED DECLARATION (hereinafter referred to as "the Declaration") is made and entered into as of the 13TH day of December, 1996 by PIONEER BANK AND TRUST COMPANY,* not individually, but as Trustee under Trust Agreement dated April 18, 1994 and known as Trust Number 25849 (hereinafter referred to as "Declarant".) * n/k/a BANCO POPULAR, ILLINOIS

WITNESSETH:

WHEREAS, the real estate legally described on Exhibit "A", attached hereto and by this reference made a part of hereof (hereinafter for convenience referred to as "parcel") is currently subject to that certain Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Redgate Court Condominiums, 2534-42 North Kedzie Avenue, Chicago, Illinois, dated the 17th day of May 1981 and recorded in the office of the Cook County Recorder of Deeds as Document Number 25893505 (hereinafter referred to as the "Original Declaration"), which Original Declaration provides in 23 (a) that the provisions of the Original Declaration may be amended by an instrument in writing, duly acknowledged and recorded, signed by Unit Owners owning not less than Eighty Per Cent (80%) of the total ownership of the Common Elements and pursuant to the requirements set forth therein; and

WHEREAS, the undersigned Declarant currently owns One Hundred Per Cent (100%) of the total ownership of the Common Elements and has not sold any Units since the recording date of the Original Declaration; and

WHEREAS, the Declarant desires to make and Amend and Restate the Original Declaration in order to comply with the requirements of the Federal Housing Administration and the Veteran's Administration and to induce such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units; and

WHEREAS, the Declarant desires to make an Amend and Restate the Original Declaration in order to comply with the current requirements of the Illinois Condominium Property Act (765ILCS 605/1 et seq. And hereinafter referred to as "the Act") and the Chicago Condominium Ordinance (Chicago Municipal Code section 13-72-010 et seq. And hereinafter referred to as "the Ordinances") to reflect changes made in the Act and the Ordinance since the recording of the Original Declaration; and

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WHEREAS, the undersigned Declarant, as the Owner of all of the Units of the Condominium, desires to Amend the Original Declaration to combine or subdivide certain Units as permitted by and subject to the requirements of paragraph 20 of the Original Declaration;

WHEREAS, Declarant is the legal title holder in fee total of the real estate described in Exhibit A, attached hereto and by this reference made a part hereof (hereinafter for convenience referred to as "the Parcel"), all of said Units being located in the City of Chicago, County of Cook and State of Illinois; and

WHEREAS, the Parcel consists of a lowrise residential building, consisting of three stories, each story of the Building containing 30 Units (all as hereinafter defined) and a common courtyard and Declarant intends to submit said property to the terms and conditions of this Declaration as set forth herein; and

WHEREAS, Declarant desires and intends by this Declaration to submit the Property (as hereinafter defined) to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter sometimes referred to as "the Act"), and is further desirous of establishing for its own benefit and that of all future owners or Occupants of the Property, or any part thereof (which shall be known as the "the Redgate Court Condominium"), certain easements and rights in, over and upon the Property and mutually beneficial restrictions and obligations with respect to the use and maintenance of the Property; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall 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 the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant, as the Owner of the Parcel described in Exhibit A, and for the purposes above set forth, DECLARES AS FOLLOWS:

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ARTICLE I

Definitions

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

1. **Act.** The Condominium Property Act of the State of Illinois, as amended from time to time.

2. **Association.** The Redgate Condominiums of Chicago Association, an Illinois Not-For-Profit Corporation.

3. **Board.** The Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association and the By-Laws of the Association

4. **Building.** The Building located on the Parcel and forming part of the Property and containing the Units as indicated by the Plat or Plats for the Redgate Court Condominium.

5. **Common Elements.** All portions of the Property except the Units, including, without limiting the generality of the foregoing, the Parcel, stairways, corridors, roofs, storage areas, laundries, mechanical rooms and equipment therein, refuse collection system, central heating system, and structural parts of the improvements on the Parcel, wherever located.

6. **Common Expenses.** The expenses of administration (including management and professional services), maintenance, operation, repair and replacement of the Common Elements; the cost of additions, alterations, or improvements of the Common Elements; the cost of insurance required or permitted to be obtained by the Board utility expenses for the Common Elements; and expenses designated as Common Expenses by the Act and the Condominium Instruments, if not separately metered or charged to the Owners, the cost of waste removal, water, sewer, or other necessary utility services to the Condominium Property and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners, all to be paid out of the Maintenance Fund.

7. **Condominium Instruments.** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws, and Plat.

8. **Declarant.** Pioneer Bank and Trust Company, not individually, but as Trustee under Trust Agreement dated April 18, 1994, and known as Trust No. 25849, and not individually. For purposes of this Declaration, the terms Declarant and Developer shall be

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considered interchangeable as to the rights and obligations contained herein. The term Declarant, as defined herein, shall also include such of their successors and assigns who are specifically assigned the respective rights and obligations of Declarant hereunder, and Declarant shall have the right to assign any or all of its rights or obligations to any such successor or assign.

9. **Declaration.** This instrument, by which the Property is submitted to the provisions of the Act, and which shall include such Amendments, if any, to this instrument as may be adopted from time to time pursuant to the terms hereof.

10. **Developer.** The Redgate Court Condominium Development Partnership, an Illinois General Partnership, and its successors and assigns, or such other persons or entities as the beneficiary of the Trustee may from time to time designate.

11. **First Mortgagee.** The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit or any Parcel in the Development Area.

12. **Limited Common Elements.** That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows, doors, and all fixtures and structures therein that lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof that serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit, patios and balconies that either have been designated on the Plat as Limited Common Elements or that are designed for the exclusive use of a single Unit and, in ordinary use, are accessible only from that Unit.

13. **Maintenance Fund.** All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.

14. **Majority or Majority of Unit Owners.** The owners of more than 50 percent in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

15. **Occupant.** Person or persons, other than an Owner, in lawful possession of one (1) or more Units.

16. **Owner or Unit Owner.** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

17. **Parcel.** The tract of real estate described on the attached Exhibit A which is hereby submitted to the provisions of the Act.

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18. **Person.** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

19. **Plat.** The Plat or Plats of Survey of the Parcel and all Units in the Property submitted to the provisions of the act, which Plat or Plats are attached hereto as Exhibit B, and recorded and filed concurrently with the recording of this Declaration. Declarant reserves the right to make corrections to the Plat.

20. **Property.** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, right and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

21. **Record.** To record in the Office of the Recorder of Cook County, Illinois.

22. **Reserves.** Those sums paid by Unit Owners that are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

23. **Undivided Interest.** The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit as herein and hereafter allocated on Exhibit C hereto, which Exhibit C may be amended from time to time.

24. **Unit or Dwelling Unit.** A part of the Property designated and intended for any type of independent use.

25. **Unit Ownership.** A part of the Property consisting of one (1) Unit and the undivided interest in the Common Elements appurtenant thereto.

26. **Voting Member.** One (1) Person with respect to each Unit Ownership designated and entitled to vote at any meeting of the Unit Owners.

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ARTICLE II

Units

1. Description and Ownership. All Units in the Building located on the Parcel are delineated on the surveys attached hereto as Exhibit B. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

Each Unit is bounded by and shall consist of the space enclosed and bounded by the horizontal and vertical planes as delineated on Exhibit B. Air conditioning systems located within the exterior walls of each Unit, subject to the provisions of this Article II, paragraph 2 as hereinafter set forth, are deemed to be a Limited Common Element part of a Unit. Said Unit shall include the entire front door and any windows or glass surfaces along the wall of any Unit, including the frames or other parts thereof.

Any Units Owner or Unit Owners may, at their expense, subdivide or combine Units owned by them and located on or relocated Common Elements affected or required thereby on written application to the Board approved by a majority of the members of the Board. Such application shall contain the proposed reallocation to the new Units of the percentage ownership interest in the Common Elements, and whether the Limited Common Elements, if any, previously assigned to the Unit to be subdivided should be assigned to each new Unit or to fewer than all the new Units created and shall be accompanied by an amendment to the Declaration and the Plat prepared in accordance with the relevant provisions of the Act. The subdivision and combination shall be effective upon recording of the Amendment to the Declaration, executed by the owners of the Units involved, and the Plat.

2. Certain Structures not Constituting Part of a Unit. Except as a tenant-in-common with all other Unit Owners so served, no Unit Owner shall own any pipes, wires, baseboard heating elements, conduits, public utility lines, ducts, structural components or utility meters running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Units.

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ARTICLE III Common Elements

1. **Description.** Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property, except the individual Units. Without limiting the generality of the foregoing, the Common Elements shall include the land on which the Condominium Buildings are located and the surrounding area and landscaping, parking areas, driveways, hallways, stairways, landings, roofs, pipes, ducts, flues, chutes, electrical wiring and conduits, piping, sewers, sewer line, public utility lines, meters and other utility installations to the outlets, such floors, ceiling and perimeter walls not considered as part of a Unit as shown on the Plat, if any, and all structural parts of the Buildings, including all structural columns located within the boundaries of a Unit. The Common Elements shall also be deemed to include all other areas outside of the Condominium Building which are part of the Property, including, but not limited to, all open areas and walkways and any improvements or personal property on the foregoing.

2. **Ownership and Use of Common Elements.** Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's 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 Unit. Such right to use the Common Elements shall extend to each Unit Owner, his agents, tenants, family members, invitees and all Occupants and shall be subject to the Act, this Declaration and rules and regulations of the Board of Directors of the Association. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit C which is by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration, including a revised Exhibit C either in accordance with the Act or as otherwise provided in this Declaration. Each Unit Owner's right to vote is set forth in the By-Laws attached hereto and made a part hereof as Exhibit D.

(b) That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the Rules and Regulations of the Association, providing that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days before the commencement of such alteration.

3. **Limited Common Elements.** (a) A portion of the Common Elements are composed of "Limited Common Elements" which are reserved for the use of a certain Unit or Units to the exclusion of other Units. Limited Common Elements shall include patios, and air

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conditioning "sleeve units". Each Unit Owner shall be entitled to the exclusive use and possession of the patio and air conditioning units direct access to which is provided from any part of his respective Unit and which is or are located outside of and adjoining any part of his respective Unit and which may serve one Building or more than one Building.

(b) Those parts of the Common Elements serving the Building as an inseparable appurtenance thereto, including without limitation, the structural components of the Building (the exterior walls of and contained in each Building, floors, ceiling, roofs, attics, foundations, support columns, conduits and pipes relating to utility facilities placed in the Building and associated fixtures and structures therein, all as may lie outside the Unit boundaries), are hereby designated as Limited Common Elements for the exclusive use and benefit of the Units contained in the Building.

(c) The Board is responsible for the repair, maintenance, operation and appearance of the Limited Common Elements. Notwithstanding the foregoing, at the discretion of the Board, the repair, maintenance, operation and appearance of the Limited Common Elements may be assessed in whole or in part to the Unit Owners benefited thereby. The Units Owners shall not alter the Limited Common Elements of a Unit or the Building, except to the extent and in conformance with the rules and regulation adopted by the Board.

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ARTICLE IV

General Provisions as to Units and Common Elements

1. **Submission of Property to the Act.** The Property is hereby submitted to the Condominium Property Act of the State of Illinois, as amended.

2. **No Severance of Ownership.** No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one, without including also the other, shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

3. **No Partition of Common Elements or Units.** There shall be no partition of the Common Elements and/or Units through Judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4. **Maintenance of Common Elements; Common Expenses.** Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements (including the Limited Common Elements) shall be the responsibility of the Board or the Association. Each Unit Owner shall pay his proportionate share of the Common Expense (as hereinafter defined). In the event of the failure of a Unit Owner to pay his proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner as provided by the Act. Except as otherwise expressly provided herein, the Declarant hereby agrees to maintain the Common Elements as to and until the date the first Unit is conveyed to a Purchaser. From and after the date of said conveyance, the Association agrees to maintain, repair and replace the Common Elements.

5. **Patios and Balconies.** All patios and balconies, to the extent not part of a Unit, if any, shall be part of the Limited Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that patio or balcony direct access to which is provided from his respective Unit. To the extent a portion of a patio or a balcony serves more than one Unit, each Unit Owner of the Unit said patio or balcony serves shall be entitled to use and possession thereof to the exclusion of other Unit Owners. A Unit Owner shall not change said patio or balcony in any manner contrary to such rules and regulations as may be established by the Board or the Association.

6. **Easements. (a) Encroachments.** In the event that by reason of the construction, settling or shifting of a Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any of the Common Elements of any other Unit, or if, by reason

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of the design or construction of utility systems, any mains, pipes, ducts or conduits serving more than one (1) Unit encroach or shall hereafter encroach upon any part of any Unit, valid mutual easements for the maintenance of such encroachment and for such use and occupancy of the Common Elements are hereby established and shall exist for the Owners of such Units or the Common Elements be created in favor of any owner is such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners or if such encroachment or use occurred or is occasioned due to the intentional, willful or negligent conduct of any Owner or Occupant or the agent of either.

(b) Utility and Cable Television Easement. (i) The Ameritech Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, the County of Cook, the City of Chicago, Illinois, and all other suppliers of utilities serving or proposing to serve the Property or any portion thereof are hereby granted the right to install, lay, construct, operate, maintain, renew, alter, remove and replace conduits, cables, mains, pipes, wires, transformers, switching apparatus and other equipment, and water, sewer and other utilities, into, over, under, on and through the Common Elements for the purpose of providing utility services to the Property or any portion thereof. The Board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge, register and record for and in the name of all the Owners, such instruments as may be necessary or appropriate to effectuate the foregoing. 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, wires or other equipment or components of a community antenna television service system into, over, under, on and through the Common Elements for the purpose of providing such television service to the Property or other property. (ii) Upon the majority vote of more than fifty percent (50%) of the total votes of the Unit Owners at a meeting duly called for such purpose, the Board of Directors may grant an easement for the laying of cable television cable.

(c) Reservation of Rights. Anything contained in this Declaration to the contrary notwithstanding, Declarant hereby reserves for itself, its agents, employees, contractors, subcontractors, workmen, materialmen, invitees and any successor builders an easement for ingress and egress under, over and across the Common Elements, as amended from time to time by Amendments to Condominium Declaration pursuant to Article IX hereof, located thereon or any part thereof, for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting, selling and renting any Units then owned by Declarant and for the purpose of constructing, completing, repairing, maintaining, inspecting and exhibiting facilities permitted herein on the Common Elements.

(d) Water Charges; Watering Common Areas; Certain Exterior Water Faucets. All water used by the Declarant, the Association or Unit Owners for maintenance of the Common Elements shall be deemed a Common Expense. The Declarant reserves for itself, the Association and their designees, their successors and

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assigns, the right to attach hoses and other water sprinkling devices to, and obtain water from, the water faucets on the exterior of the first floor of the Building on the Property to furnish water to clean and maintain the Common Elements. If said water faucets are "metered" to a particular Unit Owner, he shall be promptly reimbursed by the Association as to said costs incurred. The duty to maintain, repair and replace the exterior portion of said outside water faucets shall remain in the Owner of each Unit to which said water faucet is connected, but said Unit Owner shall be promptly reimbursed by the Association as to said costs incurred. This grant is perpetual and cannot be terminated without the consent of the Board and so long as Declarant owns Units in the Property without the consent of the Declarant.

(e) **Easements to Run with the Land.** All easements and rights described herein are easements appurtenant to and running with the Land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other persons having an interest in the Property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article or described in any other part of this Declaration shall be sufficient to create and reserve such easement and right to the respective grantees, mortgagees and trustees of the Property as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

7. **Separate Mortgages of Units.** Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid. Within fifteen (15) days of the recording of a mortgage or trust deed against a Unit given by the Owner of that Unit to secure a debt, the Owner shall inform the Board of Directors of the Association of the identity of the lender together with a mailing address at which the lender can receive notices from the Association.

8. **Separate Real Estate Taxes.** It is intended that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements. Upon authorization by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board of Directors, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and any such taxes levied and assessed on any open areas, and to charge and collect all expenses incurred in connection therewith as Common Expense.

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9. **Utilities.** Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

10. **Insurance; Unit Owners.** Each Unit Owner shall be responsible for obtaining and keeping in full force and effect his own insurance on the decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability as Owner of said Unit, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided in the Declaration and the By-Laws. The Board shall not be responsible for obtaining insurance on any additional alterations or improvements made by any Unit Owner to his own Unit (for example, wall treatments affixed to the Unit wall, etc.) unless and until such Unit Owner shall request the Board, in writing, to do so and shall make arrangements satisfactory to the Board to either pay for or reimburse the Board for any additional premiums attributable thereto; and upon the failure to such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner, the Board and the Association hereby waive and release any and all claim which they may have against any other Unit Owner, the Association, its officers, members of the Board, the Developer, the manager and managing agent of the Property, if any, and their respective employees and agents, for property located in the Unit or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

11. **Maintenance, Repairs and Replacement of Common Elements and the Units.**

(a) **By the Board.** The Board or the Association, at its expense shall be responsible for the maintenance, repair and replacement of the exterior portions of the Building, and those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces, except to the extent insurance proceeds received by the Board resulting from said damage or destruction, covers said repairs. In addition, the Board or the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Article II, Paragraphs 1 and 2 exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration. The Association by the Board shall authorize any painting or carpeting of any stairways or landings and the exterior of the Building. The Board shall further be responsible for any maintenance as hereinabove set forth in this subparagraph in order to meet the requirements of any maintenance, code adopted by the

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City of Chicago. In addition, the Board or the Association, at its expense, shall be responsible for the maintenance, repair and replacement of all landscaping around the Building; maintenance and repair of all driveways, walkways, and the parking area, including striping, resurfacing and snow removal; payment of real estate taxes, if any, on any of the Common Elements including, but not limited to the parking area and driveways, open areas and exterior portions of the Building.

(b) By the Owner. Except as otherwise provided in subparagraph (a) above, each Unit Owner shall furnish and be responsible for, at his own expense:

(i) All of the maintenance, repairs and replacements within his own Unit, including the windows and doors of his own Unit and all internal installations in such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, and internal plumbing fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Article 11, Paragraphs 1 and 2. The Board or the Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense.

(ii) All of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition, at his sole expense, as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board or the Association. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. Decorating of the Common Elements (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 is required to cure a latent or patent defect in material or workmanship in the construction of the Property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. In addition and notwithstanding anything herein above to the contrary, no Unit Owner shall have a claim against the Board, the Association or another Unit Owner for any work ordinarily the responsibility of the Board or the Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in writing in advance by the Board or the Association, or, upon proper request by the Unit Owner that the Board perform said work, the Board fails to so do.

12. Pipes, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action that

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would interfere with the ability of the Association to repair, replace, or maintain said Common Elements as provided herein.

13. Negligence of Owner. Each Unit Owner, the Board and the Association hereby waive any and all claims which they may have against any other Unit Owner due to the negligent act or omission of said Unit Owner, or a member of his family or household pet or of a guest or any other authorized Occupant or visitor of such Unit Owner for damage caused to the Common Elements or Units owned by others, to the extent that such damage is covered by insurance carried by the Association or Board of Directors or the Unit Owner who has suffered a damage. Except as otherwise set forth in this Declaration, if due to the negligent act or omission 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 Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, which determinations shall be uniformly applied considering the particular circumstances of each situation.

14. Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment facilities or fixtures affecting or serving other Units or the Common Elements, the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

15. Alterations, Additions and Improvements. No alterations of any Common Elements, or additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board, including, but not limited to, the construction of any decks or fencing.

ARTICLE V

Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as follows:

1. Restrictions. There shall be no obstruction on of the Common Elements nor shall anything be stored in, on, under or above the Common Elements (except in areas designed for such purpose) without the prior written consent of the Board except as

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hereinafter expressly provided. Owners shall be obligated to maintain and keep in good order and repair their respective Units.

2. Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance without the written consent of the Board. Owners shall not permit anything to be done or kept in their respective Units or in the Common Elements which will result in the cancellation of insurance or which would be in violation of any law. No waste shall be committed in the Common Elements.

3. Owner's Insurance. Owners shall be individually responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property and their personal liability insurance to the extent not covered by the liability insurance for all the Owners obtained by the Board as provided herein.

4. Exterior Surfaces. Owners shall not cause or permit anything to be placed on outside walls, doors and windows of the Buildings, and no sign, awning, canopy, shutter, air conditioning or heating unit (except these already existing), radio or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior consent of the Board. No fencing shall be built adjoining any Unit.

5. Pets. No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that up to two (2) total dogs, cats or other usual household pets may be kept in Units, subject to rules and regulations adopted by the Board; provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) day's written notice from the Board.

6. Nuisance. No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

7. Structural Integrity. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or the Common Elements or which will structurally change the Building or the Common Elements, except as is otherwise provided herein.

8. Unsightliness; Obstructions. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of litter, rubbish, debris and other unsightly materials which must be kept in receptacles provided for such purposes. There shall be no obstruction of hallways, landings, entrances, exits or other portions of the

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Common Elements, nor shall ready access thereto be obstructed or impeded in any manner. No benches, chairs, or other personal property shall be left on nor shall any playing, lounging, or parking of baby carriages, playpens, bicycles, wagons, toys, or vehicles be permitted on any part of the Common Elements without prior consent of and subject to any regulations of the Association. Every Owner, Occupant and other person shall be responsible for his personal property left in any part of the Common Elements. Neither the Board or 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.

9. Alterations to Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements except as constructed or altered by or with the permission of the Developer at any time before the first annual meeting of the Unit Owners without the written consent of the Association.

10. Release and Waiver. Each Unit Owner and the Association hereby waive and release any and all claims he or it may have against any other Unit Owner, the Association, members of the Board, the Developer, the Trustee, the beneficiaries of the Trustee, and their respective employees and agents, for damage to the Common Elements, the Units, or any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in paragraph 12 of this Article to the extent that such damage is covered by fire or other form of hazard insurance.

11. Act or Omission of Unit Owner. If the act or omission of a Unit Owner, or of a member of his family, a household pet, guest, occupant, or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required that would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of paragraph 11 of this Article.

12. Rights to Recovery From Insurance. Any release or waiver referred to in Paragraph 11 or 12 of this Article shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

13. Electrical Overloads. 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 Association, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory, or equipment to the heating system or plumbing system without the prior written consent of the Association.

14. Commercial Activity. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for

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profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit. This prohibition shall also apply to the Common Elements unless permission from the Board is obtained.

15. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising or other displays in shall be maintained or permitted on any part of the Property. Notwithstanding the foregoing, the right is reserved by the Developer, or its agents to place and maintain on the Common Elements or any Unit it owns, as long as Developer is engaged in sales or leasing activities in connection with the Property, sales models, a sales or leasing office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the Developer shall determine.

16. Board Consent. Nothing shall be altered or constructed in or removed from the Common Elements, except upon written consent of the Board.

17. Developer Rights. Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to the sale of the last Unit in the Property, the Developer, the Declarant, beneficiaries of Declarant, their agents, successors and assigns, hereby reserve the right: (a) to lease or sell such Units as the Developer shall determine; (b) to erect and maintain on the Property all advertising signs, banners, lighting and other sales devices for the purpose of aiding the sales or leasing of the Units in the Property; (c) to maintain sales and business offices on the Property to facilitate the sale or leasing of Units therein; and (d) to utilize the Common Elements for ingress and egress in connection with the sale and leasing of Units in the Property, an easement being hereby granted to Developer for said purposes.

18. Exceptions. The Unit restrictions in Paragraphs 1 and 15 of this Article shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional business calls or correspondence therefrom, or inviting personal business or professional clients therein, so long as the Unit is not advertised to the general public in any manner as a business establishment. Such uses are expressly declared customarily incident to the principal use for residential purpose and not in violation of Paragraphs 1 and 15 of this article.

19. Leases. A Unit Owner may lease or sublease his Unit (but not less than his entire Unit, unless such Unit is owned by Declarant) at any time and from time to time provided that (except for a lease or sublease made by (a) a Declarant or (b) a Permitted Mortgagee that either is in possession or is a purchaser at a judicial sale): (a) no Unit may be leased or subleased for a term of less than thirty (30) days; (b) no Unit may be leased or sublet without a written lease or sublease; (c) a copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution or the date of occupancy, whichever occurs first. If the lease is oral, a memorandum of least shall be provided according to the same time restrictions. The Association is hereby expressly deemed to be

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a third party beneficiary of any such lease; and any violation of the Declaration, By-Laws or rules and regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owner's action or inaction in response to such default and (d) the rights of any lessee or sub-lessee of the Unit shall be subject to, and each such lessee or sub-lessee shall be bound by, the covenants, conditions, and restrictions set forth in this Declaration, Bylaws, and Board rules and regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any monthly Common Expense assessments on behalf of the Owner of that Unit.

20. Sound Absorbent Materials. As to any washing machines, dryers, trash compactors or similar appliances or devices which may vibrate or cause noise, the Unit Owner housing said appliance shall install sound absorbent material, insulation or devices to reduce the transmission of sound. The Association may install and keep wall to wall carpeting, including separate padding beneath said carpeting, in the main hallways and stairways of the Common Elements located within the Buildings.

21. Rules and Regulations. The Association by the Board or its various committees shall have the right to establish rules and regulations concerning the use of the Common Elements.

22. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision of the Condominium Instruments shall, in addition to any other rights provided for in the Condominium Instruments, give the Association the right (a) to enter on the Unit or any portion of the Property on which, or as to which, such violation or breach exists and to 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 meaning of the provisions hereof, and neither the Association nor the officers, employees, or agents thereof shall 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 take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency when damage to persons or property is threatened, the Association shall not take any such action unless (a) it has first given the Unit Owner alleged to have violated any restriction, condition, or regulation adopted by the Association or to be in breach of any covenant or provision herein or in the Bylaws contained a hearing on such allegations pursuant to rules and regulations adopted by the Association; (b) the Association shall have determined such allegations to be true; and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its

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authority as granted in this paragraph 21, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials, shall be paid by the Unit Owner in violation and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinated to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if, after hearing and finding as aforesaid, the Unit Owner fails to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit, and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for an order declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid and ordering that all the right, title, and interest of the Unit Owner in the Property shall be sold 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 at such judicial sale or by virtue of the exercise of any right of redemption that may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, 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 the order. 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, the purchaser thereat shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for an order of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the order shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the Bylaws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all attorneys' fees incurred by the Association in enforcing the provisions of the Bylaws, this Declaration, or the rules and regulations of the Association as to which the Unit Owner is in default. Until such fees are paid by the Unit Owner, the amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

23. Entry by the Association. The Association or its officers, agents, or employees may enter any Unit when necessary in connection with any painting,

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maintenance, repair, or reconstruction for which the Association is responsible or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency, shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

ARTICLE VI

Insurance, Repair, and Reconstruction

1. **Insurance.** The Association shall acquire and pay for, out of the Maintenance Fund herein provided, the following:

(a) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation and for the protection of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation (FHLMC), the Federal National Mortgage Association (FNMA), the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Authority (FHA), or the Veterans Administration (VA) to the extent that (a) such agency is a mortgagee, assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof, and (b) such agency's requirements do not conflict with those contained in the Act. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, on such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting from the destruction of the major portion of one or more Units occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the Bylaws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Trustee or the Developer, shall notify the Association in writing of any additions, alterations, or improvements to his Unit, and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations, or improvements, if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the

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absence of insurance on such additions, alterations, or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing before the making of such additions, alterations, or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the first mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled, or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

(b) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable, provided that such limits shall not be less than One Million Dollars (\$1,000,000.00) per occurrence for personal injury and/or property damage insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the property.

(c) Such other forms of insurance as the Association shall elect to effect including such Workers' Compensation insurance as may be necessary to comply with applicable laws.

(d) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees, or other persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(e) In the event FHLMC, FNMA, HUD, or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA, or VA as are then a mortgagee or an assignee of a mortgagee) to protect against dishonest acts on the part of the officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150% of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA, or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based on the exclusion of persons who serve without compensation from the definition of "employee."

2. Common Expenses. Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal the Association deems advisable in connection with any insurance, shall be Common Expenses.

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3. Policy Requirements. The Association shall secure insurance policies that will provide for the following: (a) with respect to the insurance provided for in Paragraph 1(b) above, for coverage of cross liability claims of one insured against another; and (b) a waiver of any rights to subrogation by the insuring company against any named insured.

The Association may, but shall not be required to, secure policies providing the following: (a) with respect to the insurance provided for in paragraph 1 (a) above, that the policy cannot be canceled, invalidated, or suspended on account of the conduct of any one or more individual Unit Owners; (b) with respect to the insurance provided for in Paragraph 1(a) above, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

4. Unit Owner's Insurance. Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

5. Cancellation of Insurance. Upon the cancellation of any policy of insurance that the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

6. Sufficient Insurance. In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed before the fire or other disaster, with each Unit and the Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

7. Insufficient Insurance. If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in Paragraph 1(b) above, then the following shall apply:

(a) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (a) the expiration of thirty (30) days after the final adjustments of the insurance claims or (b) the expiration of ninety (90) days after the fire or other disaster that caused the damage.

(b) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof that must be raised by way of special assessment.

(c) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75 percent of the Unit Owners.

(d) If the Unit Owners do not vote to restore the Building at the meeting provided for in Paragraph 7(a) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within 180 days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

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(e) If the Unit Owners do not vote to restore the Building under the provisions of Paragraph 7(d) above and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, with the consent of all First Mortgagees, withdraw any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, on the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

8. **Repair, Restoration or Reconstruction.** Repair, restoration or reconstruction of the improvements as used in the Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Except to the extent otherwise provided by the Act, Section 7(b) of the By-Laws, Paragraphs 1 and 2 of this Article VI, and Paragraph 5 of Article X of the Declaration, the Association shall not use hazard insurance proceeds for other than repair, replacement or reconstruction purposes, unless Owners (other than the Declarant) having sixty-seven percent (67%) or more of the total votes in the Association and fifty-one percent (51%) of the First Mortgagees give their prior written consent thereto.

ARTICLE VII Sale of the Property

The Unit Owners by affirmative written vote of at least 75% of the total Unit Owners, at a meeting duly called for such purpose, may elect to sell the Property as a whole, within ten (10) days after the date of such meeting at which such sale was approved. The Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under this Declaration. Such action shall be binding on all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed

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written objection therewith with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and two so elected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE VIII

Remedies for Breach of Covenants, Restrictions and Regulations

1. Abatement and Enjoinment. The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights as set forth in the next succeeding paragraph:

(a) To enter upon the Property upon which, or as to which, such violation or breach exists and to 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 Declarant, Developer, or their successors or assigns or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass or conversion of or damage to Property; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, 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 attorney's fees and other fees and expenses and all damages, liquidation or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against the defaulting Owner and shall be added to and be deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto. All said rights and remedies are cumulative and may be exercised at anytime and from time to time by the Board.

2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants, restrictions or provisions of this Declaration or regulations adopted by the Board, and such violations shall continue for ten (10) days after notice is sent in writing from the Board to said Owner, or shall occur repeatedly during any ten (10) day period after written notice or request to cure such violation from the Board is sent to said Owner, then the Board shall have the power to issue and to serve upon the defaulting Owner notice in writing from the Board allowing the Board or its agents the right to possession of said Unit and denying the Owner the right to continue as an Owner and to continue to occupy, use or

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control his Unit and the Common Elements. If said violation shall continue for sever (7) days after said notice is given an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit and/or the Common Elements owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the 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 may enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, 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 Owner ins said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the Property sold subject to this Declaration and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

ARTICLE IX

Rights of First Mortgagees

In addition to all other rights of First Mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary, First Mortgagees shall have the following rights:

1. Unless at least two thirds (2/3) of the First Mortgagees (based upon one vote for each first mortgage owned) of individual Units have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission seek to abandon, partition, subdivide, encumber, expand or contract, add or withdraw, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Units and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not for purposes of the foregoing, be deemed to be a transfer.

(b) Change the method of determining the obligations, assessments, dues, reserves or maintenance, repair and replacement of Common Elements, subordination of liens, or other charges which may be levied against a Unit and the Owner thereof as provided in the By-Laws.

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(c) By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any Dwelling Unit, the exterior maintenance of any such Dwelling Unit, or the maintenance of the Property.

(d) Fail to maintain fire and extended coverage insurance on the insurable improvements to the Common Elements in an amount not less than one hundred percent (100%) of the full insurable replacement cost.

(e) Use hazard insurance proceeds for losses to any improvements to the Common Elements for other than the repair, replacement or reconstruction of such improvements in substantial conformity with the original plans and specifications and this Declaration.

(f) Change the responsibility for maintenance and repairs of the Common Elements and for the Units thereof or the right to the use thereof as provided in Article 1V.

(g) Change to self-management when professional management had been required previously by any governmental or quasi-governmental agency.

(h) Change the interests in the Common Elements or Limited Common Elements or right to their use, whether as a result of partial condemnation or destruction or otherwise.

(i) Change the boundaries of any Unit.

(j) Change the voting rights of any member of the Association.

(k) Impose any restrictions on a Unit Owner's right to sell or transfer his or her Unit.

(l) By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

(m) Change the insurance requirements or fidelity bond requirements stated herein.

(n) Change any provisions herein as to leasing of Units.

(o) Change any provisions herein concerning the conversion of Units into Common Elements or Common Elements into Units.

Approval of the amendments in this paragraph by First Mortgagees may be implied when a First Mortgagee fails to submit a written response to any written proposal for an amendment within thirty (30) days after it receives notice of said proposal, if the notice was delivered by certified or registered mail, with a "return receipt" requested.

2. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.

3. First Mortgagees may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

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4. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Unit 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.

5. First Mortgagees are entitled to timely written notice, if requested in writing, of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;

(b) Any sixty (60) day delinquency in the payment of the assessments or charges owned by the Owner of any Unit on which it holds the mortgage;

(c) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) An proposed action that requires the consent of a specified percentage of eligible mortgage holders;

(e) Changes in the boundaries of any Unit or the exclusive easement rights appurtenant thereto;

(f) Changes in the interests in the Common Elements or Limited Common Elements pertaining to any Unit or the liability for Common Expenses pertaining to any Unit;

(g) Changes in the number of votes in the Association pertaining to any Unit, or the purposes to which any Unit or the Common Elements are restricted; and

(h) Any proposed termination of the Condominium; provided, however, that the removal of the Condominium from the provisions of the Act shall be subject to the requirements of the Act.

The request by the First Mortgagee must be made to the Association and must include both name and address of the Unit Owner and the Unit address of the Unit the First Mortgagee has a mortgage on.

6. This Article X may be amended only with the written consent of seventy-five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned).

7. Any First Mortgagee who obtains title to a Unit pursuant to the remedial to the mortgage or through foreclosure will not be liable for more than six (6) month's of the Unit's unpaid regularly budgeted assessments or charges accrued prior to the acquisition of title to the Unit by the Mortgagee.

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ARTICLE X

Reserved Rights of Developer

1. **In general.** In addition to any rights or powers reserved or granted to the Developer under the Act, this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in the Article. In the event of a conflict between the provisions of this Articles and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern except as otherwise provided in this Article. Developer's rights under this Article shall terminate at such time as the Developer is not longer vested with or controls title to a portion of any Dwelling Units.

2. **Promotion Efforts.** Developer shall have the right, in its discretion, to maintain on the Parcel model Dwelling Units, sales and leasing offices, displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Condominium Property for the purpose of showing the Condominium Property to prospective purchasers or lessees of Dwelling Units, all without the payment of any fee or charge whatsoever. The Developer shall have the right and power to sell or lease a Dwelling Unit to whomever it chooses on whatever terms it, in its sole discretion, shall deem appropriate.

3. **Construction.** Developer, its agents and contractors shall have the right to come upon the Condominium Property for the purpose of making alterations or improvements to the Condominium Property and shall have the right to store equipment and materials used in the connection with such work on the Condominium Property without payment of any fee or charge whatsoever.

4. **Control of Board.** Until the initial meeting of the Owners and the election of the initial Board as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Declaration or the By-Laws shall be held and performed by the Developer. The Developer may hold and perform such rights and obligations through the Board which, prior to the initial meeting, shall consist of three individuals designated by the Developer from time to time. If the Initial Board of Directors is not elected by the Owners at the time so established, the Developer or Directors designated by the Developer shall continue in office for a period of thirty (30) days whereupon written notice of resignation shall be sent to all Unit Owners entitled to vote at such election. Within sixty (60) days following the initial meeting of the Owners the Developer shall turn over all documents to the new Board as required by Section 18.2(d) of the Act.

5. **Dedication Rights Reserved.** Developer hereby reserves the right at its sole discretion to dedicate or otherwise convey portions of the Parcel (but not those portions on which a Building is situated) to any public agency or governmental authority or quasi-public utility for purposes of utilities, and right-of-way and easements therefor. Such right to make such dedications or conveyances shall not require the consent, approval or

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signatures of either the Board or any Unit Owner, and such dedication or conveyance shall be considered fully accomplished and conclusively binding upon each of said Unit Owners and upon the Association when set forth in writing or in a Plat of Dedication executed by the Developer which has been recorded in the Office of the Recorder of Deeds of Cook County, Illinois, provided however, that nothing in this paragraph shall be construed to in any manner require or obligate Developer to make such conveyance or dedication.

In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby granted to the Developer, as agent and attorney-in-fact to make such dedications or conveyances. Each deed, mortgage, trust deed or other instrument with respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to it the foregoing powers and rights. This right shall expire upon the sale of all the Units.

ARTICLE XI General Provisions

1. **Provisions of the Declarant and Developer.** Until such time as the Board of Directors provided for in this Declaration is formed, pursuant to the By-Laws as hereinafter set forth and until such time thereafter as Declarant shall have consummated the sale and conveyance of Units aggregating seventy-five percent (75%) of the then Units computed as set forth in Exhibit C attached hereto, including any amendments to Exhibit C by reason of the provisions of Article IX, Declarant (or its nominee, its designee or beneficiary) shall exercise the powers, rights, duties and functions of the Board of Directors and the Association, including the right to determine annual and special assessments and to collect same from Unit Owners (as herein provided) and further including the right to enter into contracts with a managing agent for the Property, provided; however, that the term of said contracts shall not exceed one (1) year.

2. **Declarant and Developer's Successors and Assigns.** All rights granted to Declarant under this Declaration shall inure to and all obligations of Declarant under this Declaration shall be binding upon the successors and assigns of Declarant; provided, however, that the Unit Owners purchasing individual Units for their own occupancy shall not be deemed to be successors or assigns of Declarant.

3. **Enforcement.** In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding in law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at anytime and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and

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attorneys' fees, together with interest thereon at ten percent (10%) per annum, shall be charged to and assessed against any Owner violating such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Unit and enforceable as provided in Article VIII. If any Owner, or his Occupants or guests, violates any provision of this Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Unit and be enforceable as provided in article VIII.

4. Rights of the City of Chicago.

(a) The Property shall at all times conform to and be maintained in accordance with the Ordinance and Development Plan approved by the City of Chicago and as amended from time to time.

(b) All maintenance, repairs and replacements of the Common Elements shall be made in accordance with the provisions of this Declaration and the applicable requirements of the City of Chicago.

(c) The City of Chicago shall have the right to enter upon the Property for the purposes of furnishing municipal or emergency services to the Unit Owners or the Common Elements, and to enforce its traffic and other ordinances and regulations including the provisions of subparagraphs 4 (c) and 4(d) hereof.

(d) The City of Chicago is hereby authorized to provide necessary maintenance of site improvements within or upon any parking areas and landscaped areas constituting a portion of the Common Elements, also including without limitation, all municipally owned utilities, traffic signs and related equipment.

(e) In the event that the City of Chicago should elect to furnish services pursuant to the preceding subparagraph, which services were in fact the obligation of the Association to so provide and the Association has failed or refused to so provide, then the Association shall be obligated to repay to the City of Chicago for all expenses incurred in connection with said maintenance, including reasonable attorneys' fees, if any, incurred by the City in enforcing the rights herein established. The City of Chicago shall have the right, in the furtherance of its enforcement of its claim for reimbursement to record a lien against the Common Elements which said lien shall be effective as of the date of recordation; provided, however, that any such lien shall at all times be subordinate to the lien of any First Mortgage. All such costs and expenses are hereby declared to be a Common Expense of the Association.

(f) Notwithstanding any other provisions of this Declaration, the provisions of this Paragraph may not be altered, amended, or deleted without the written consent of the City of Chicago.

5. Insurance Proceeds. In the event of (a) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property or (b) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Owners and their respective First Mortgagees,

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as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided that nothing in this Paragraph shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Property or to restore what remains of the Property after condemnation or taking by eminent domain of a part of the Property. The Association shall represent all Owners in any condemnation proceedings and negotiations.

6. Special Amendment. Declarant and Developer reserve the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Developments, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Units, (c) to bring this Declaration into compliance with the Act, or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, an irrevocable power coupled with an interest is hereby reserved and granted to the Declarant and Developer, severally, to vote in favor or, make, consent to, execute and record a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of Declarant's and Developer's authority to execute and record Special Amendments. The right of the Declarant and Developer to act pursuant to the rights reserved or granted under this Paragraph shall terminate five (5) years from such time as the Declarant and Developer no longer holds or controls title to a Unit.

7. Waiver of Claims. Each Unit Owner hereby waives and releases any and all claims which such Owner may have against any other Unit Owner, Occupant, the Association, its Officers, Members of the Board, the Declarant and its beneficiaries, the Developer, the managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance. Neither the Declarant, nor the Developer nor its respective representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted to or delegated to it by or pursuant to this Declaration, or in Declarant's capacity as Developer, contractor, owner, manager or seller of the property, whether or not such claim:

(a) Shall be asserted by any Unit Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them;

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- (b) Shall be on account of injury to person or damage to or loss of property wherever located and however caused; or
- (c) Shall arise ex contractu or (except in case of gross negligence) ex delictu.

Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, Occupant, the Board, the Association and their respective agents, employees, guests and invitees or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.).

8. Damages. Each Unit Owner shall be responsible for any damages to the Common Elements or to any Unit or Units and also for the maintenance, repairs or replacement caused by or resulting from his negligent act or omission, or the negligent act or omission of a member of his family, his household pet, his guests, visitors or his invitees or of an Occupant of his Unit, including the household pets, guests, visitors or invitees of an Occupant of his Unit.

9. Notices. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or the Association, or any Unit Owner, as the case may be, at the address of the Unit, or at such other address as herein provided. The President of the Association is hereby designated as the person to mail and receive all notices as provided for in the Act and in this Declaration; provided, however, that the Board may designate a different address for notices to the Board or the Association by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address for notices by giving written notice of such change of address to the Board. Notices to Unit Owners shall be deemed delivered when mailed by United States mail, or when delivered in person, or, if addressed to an Owner, when deposited at the door of the Owner's Unit or in his mailbox. Notices to the Board or to the Association shall be deemed delivered when mailed by United States registered mail to the Board or the Association.

10. Notices to Deceased Owner. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at the address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administrated.

11. Conveyance. Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Condominium Deed, and each Occupant or tenant under a lease for a Unit, accepts the same subject to all restrictions, conditions, covenants, easements, reservations, liens and

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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 all Unit Owners and any Person having at any time any interest or estate in the Property, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or lease.

12. No 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.

13. Amendment. Except as provided in Section 27(b) of the Act or any other portions thereof, or in Article X of this Declaration, the provisions of Article II, Paragraphs 1 and 2 of Article III, Paragraph 7 of Article VIII and this Paragraph 13 of this Article may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, and signed and acknowledged by the President and Secretary of the Board, all of the Unit Owners and all First Mortgagees. Other provisions of this Declaration excepting those affected by Paragraph 6 of this Article, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President and Secretary of the Board, and certifying that the Unit Owners having at least sixty-seven (67%) percent of the total votes have approved such amendment at a meeting of the Association duly called for such purpose, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all First Mortgagees, no less than ten (10) days prior to the date of such affidavit. If a First Mortgagee does not respond within thirty (30) days, its response is deemed to be waived. Provided, however, that the consent of sixty seven (67%) percent of all First Mortgagees shall be obtained in order to terminate the Condominium.

No amendment to this Declaration shall affect the rights of the City of Chicago without its consent. Any change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds, Cook County, Illinois.

14. Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

15. Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules

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imposing time limits with respect to real property or interests therein, then such options, privileges, covenants and rights shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of William J. Clinton, the now incumbent President of the United States of America, and Albert Gore, Jr., the now incumbent Vice President of the United States of America.

16. Liberal 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 condominium complex.

17. Land Trust. In the event title to any Unit is conveyed to a land title-holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and 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 Unit Ownership. No claims 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 Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of such Unit Ownership.

18. Lease. The provisions of the Act, the Condominium Instruments, and rules and regulations that relate to the use of the Units or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease of any Unit.

19. Conflict. In the event of a conflict between any provision of this Declaration and any provision of the Act, as amended, the provision of the Act shall prevail.

20. Trustee Exculpation. If this Declaration is executed by Declarant as Trustee and not individually, in the exercise of any power and authority conferred upon and vested in it as such Trustee, then Declarant will warrant that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by every Person hereafter claiming any interest under this Declaration that Declarant, if it acts as 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 described herein to the terms of this Declaration; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Declarant or any of the beneficiaries under such Trust agreement on account of this Declaration or on account of any representation, obligation, duty, covenant or agreement of Declarant in this instrument contained either express or implied, all such personal liability, if any, being expressly waived and released; and further, that no duty shall rest upon Declarant, either personally

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therein set forth; and the did also then and there acknowledge that he, as custodian of the corporate seal of the Trustee, did affix the corporate seal of the Trustee to the foregoing instrument as his own free and voluntary act, and as the free and voluntary act of the Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of December, 1996.

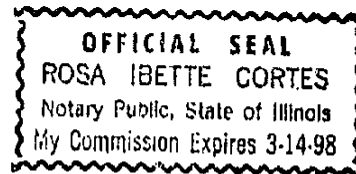
Rosa Ibette Cortes

Notary Public

* n/k/a BANCO POPULAR, ILLINOIS

THIS DOCUMENT PREPARED BY:

Elmer Haneberg
4042 North Pulaski Road
Chicago, Illinois 60641



AFTER RECORDING RETURN TO:

Elmer Haneberg
4042 North Pulaski Road
Chicago, Illinois 60641

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CONSENT OF MORTGAGEE

BANCO POPULAR, ILLINOIS (f/k/a PIONEER BANK AND TRUST COMPANY, holder of a note secured by a mortgage on the property dated May 3, 1995, hereby consents to the execution and recording of the above and foregoing Amended and Restated Declaration of Condominium Ownership, and hereby submits the mortgage recorded on August 3, 1995, as Document Number 95512520 to the provisions of the above and foregoing Amended and Restated Declaration of Condominium Ownership and the Act.

IN WITNESS WHEREOF, the said BANCO POPULAR, ILLINOIS (f/k/a PIONEER BANK AND TRUST COMPANY, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois, on this 13th day of December, 1996.

By [Signature]

Its V.P.

ATTEST: [Signature]
Carlos D. Ramos

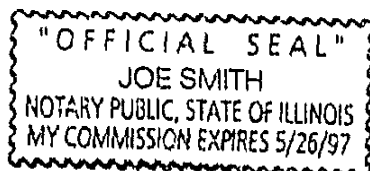
Its V.P.

I, The Undersigned, a Notary Public in and for said County and State, do hereby certify that Carlos D. Ramos + Michael A. Sykes BANCO POPULAR, ILLINOIS (f/k/a PIONEER BANK AND TRUST COMPANY, ("the Bank"), personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the Bank, for the uses and purposes therein set forth; and the did also then and there acknowledge that he, as custodian of the corporate seal of the Bank, did affix the corporate seal of the Bank to the foregoing instrument as his own free and voluntary act, and as the free and voluntary act of the Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of December, 1996.

[Signature]

Notary Public



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LEGAL DESCRIPTION

Units G1- G3 (now known as Units G4, G7 and G9) inclusive, units 101-109 inclusive, units 201-209 inclusive and units 301-309, inclusive, together with its undivided percentage interest in the common elements in Redgate Court Condominiums as delineated and defined in the Declaration recorded as Document Number 25893505 and legally described as follows:

Parcel I

Lots 10, 11, and 12 in Block 6 in Hitt and Others Subdivision of 39 acres on the East side of and in the East, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Parcel II

Lots 1 (Except the North 5 feet thereof) in the Subdivision of the South $\frac{1}{4}$ of Lot 1 in Block 6 in Hitt and Others Subdivision aforesaid in Cook County, Illinois.

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Legal Description Rider to Documents for Recordation

COOK COUNTY REAL ESTATE TAX
PERMANENT REAL ESTATE INDEX NUMBERS
(P.I.N.)

REDGATE CONDOMINIUMS OF CHICAGO

P.I.N. #	UNIT #	ADDRESS
13-26-422-031-1001	G7	2540 N. Kedzie, Chicago
13-26-422-031-1002	G9	2542 N. Kedzie, Chicago
13-26-422-031-1003	G4	2536 N. Kedzie, Chicago
13-26-422-031-1004	101	2534 N. Kedzie, Chicago
13-26-422-031-1005	102	2534 N. Kedzie, Chicago
13-26-422-031-1006	103	2536 N. Kedzie, Chicago
13-26-422-031-1007	104	2536 N. Kedzie, Chicago
13-26-422-031-1008	105	2538 N. Kedzie, Chicago
13-26-422-031-1009	106	2538 N. Kedzie, Chicago
13-26-422-031-1010	107	2540 N. Kedzie, Chicago
13-26-422-031-1011	108	2540 N. Kedzie, Chicago
13-26-422-031-1012	109	2542 N. Kedzie, Chicago
13-26-422-031-1013	201	2534 N. Kedzie, Chicago
13-26-422-031-1014	202	2534 N. Kedzie, Chicago
13-26-422-031-1015	203	2536 N. Kedzie, Chicago
13-26-422-031-1016	204	2536 N. Kedzie, Chicago
13-26-422-031-1017	205	2538 N. Kedzie, Chicago
13-26-422-031-1018	206	2538 N. Kedzie, Chicago
13-26-422-031-1019	207	2540 N. Kedzie, Chicago
13-26-422-031-1020	208	2540 N. Kedzie, Chicago
13-26-422-031-1021	209	2542 N. Kedzie, Chicago
13-26-422-031-1022	301	2534 N. Kedzie, Chicago
13-26-422-031-1023	302	2534 N. Kedzie, Chicago
13-26-422-031-1024	303	2536 N. Kedzie, Chicago
13-26-422-031-1025	304	2536 N. Kedzie, Chicago
13-26-422-031-1026	305	2538 N. Kedzie, Chicago
13-26-422-031-1027	306	2538 N. Kedzie, Chicago
13-26-422-031-1028	307	2540 N. Kedzie, Chicago
13-26-422-031-1029	308	2540 N. Kedzie, Chicago
13-26-422-031-1030	309	2542 N. Kedzie, Chicago

Elmer C. W. Haneberg III
Attorney at Law
4042 N. Pulaski Rd.
Chicago, IL 60641

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