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**BROOKWOOD COURTE
1729 - 1747 DEWES STREET
GLENVIEW, ILLINOIS 60025**

44

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTION AND EASEMENTS

**THIS INSTRUMENT WAS PREPARED BY AND
SHOULD BE RETURNED AFTER
RECORDATION TO:**

**Barry Glazer
Robbins, Salomon & Patt, Ltd.
25 East Washington Street, Suite 1000
Chicago, Illinois 60602**

Permanent Tax Numbers:

- 04-35-307-009
- 04-35-307-010
- 04-35-307-039
- 04-35-307-040

DB
77-32-168
78-12-2660

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION (the "Declaration") is made as of the _____ day of April, 1998 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated August 12, 1994 and known as Trust No. 118651-02 (hereinafter referred to as "Declarant").

P R E A M B L E S:

A. Declarant owns fee simple title to a certain parcel of real estate in the County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

B. Declarant and Developer (hereafter defined in Article I) desire to develop a townhome residential development consisting of ten (10) single family townhomes on the Property to be commonly known as Brookwood Courte (the "Development"); and

C. Declarant is desirous of submitting the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

ARTICLE I

DEFINITIONS

When used in this Declaration, the following words and terms shall have the following meanings:

1.1. "Association" shall mean and refer to Brookwood Courte Homeowners' Association, its successors and assigns. Declarant may cause the Association to be incorporated as an Illinois not for-profit corporation under the laws of the State of Illinois.

1.2. "Board" shall mean and refer to the Board of Directors of the Association.

1.3. "By-Laws" shall mean those by-laws duly enacted by the Association which govern the Association in the form attached hereto as Exhibit "B".

1.4. "Common Area" shall mean all real property owned, to be owned and maintained by the Association for the common use and enjoyment of the owners. The Common Area is legally

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described in Exhibit "C", attached hereto and made a part hereof, and shall be conveyed to the Association no later than the Turnover Date.

1.5. "Contingency and Replacement Reserve" shall have the meaning set forth in paragraph 5.4.

1.6. "Declarant" shall mean and refer to American National Bank and Trust Company of Chicago, not personally but solely as Trustee under a Trust Agreement dated August 12, 1994 and known as Trust No. 118651-02, and its successors and assigns. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes as provided in paragraph 9.12.

1.7. "Developer" shall mean and refer to the owner or owners, from time to time, of one hundred percent (100%) of the beneficial interest in, to and under the Declarant.

1.8. "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family. Dwelling shall also include any Improvement located on a Lot or attached to the Dwelling, such as a wood deck, notwithstanding the fact that all or any portion of the Improvement in question is located on the Common Area.

1.9. "Estimated Cash Requirement" shall have the meaning set forth in paragraph 5.3.

1.10. "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, private streets, parking areas, exterior lighting, driveways, pedestrian walkways, fences, decks, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

1.11. "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. The legal description for each Lot is attached hereto as Exhibit "D" and made a part hereof.

1.12. "Lot Deed" shall mean the deed of Declarant conveying a Lot or a part of a Lot to an Owner.

1.13. "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.

1.14. "Mortgage" shall mean either a mortgage or trust deed creating a lien against a portion of the Property given to secure an obligation of the owner of such portion of the Property.

1.15. "Municipality" shall mean the Village of Glenview, State of Illinois.

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1.16. "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent Declarant owns Lots and also includes the interest of Developer or of Declarant as contract seller of any Lot.

1.17. "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.

1.18. "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

1.19. "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.

1.20. "Special Amendment" shall have the meaning set forth in paragraph 9.7.

1.21. "Turnover Date" shall have the meaning set forth in paragraph 4.3.

ARTICLE II

DECLARATION PURPOSES AND PROPERTY SUBJECT TO DECLARATION

2.1. The Declarant desires to create on the Property a townhome development for future owners of Lots for the following general purposes:

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a townhome community by the imposition of the covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Property and the Owners.

(b) By the imposition of covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, Declarant intends to enhance and protect the values of Declarant's residential community.

(c) The Declarant desires to provide for the maintenance, repair and replacement of the Common Area which shall be owned by the Association and used in common by the owners of the Property as well as the maintenance, repair and replacement of the exterior of the Dwellings.

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2.2. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration.

2.3 No additional property shall be subjected to this Declaration as an "add-on" without the prior written approval of a majority of the bona fide third party purchasers of Lots.

2.4 As of the date of this Declaration, the driveways and landscaping along the eastern portion of the Property have not been firmly established. The Declarant shall have the right to amend the legal description for the Common Area to include or exclude, as the case may be, any property along the eastern portion of the Property to conform with the final driveways and landscaping, provided that such amendment shall not materially affect any Dwelling or Lot.

2.5 The Declarant shall have the right to correct any errors in the legal descriptions contained in this Declaration by recording an amendment to this Declaration correcting such errors, provided that such amendment shall not materially affect any Dwelling or Lot.

2.6 With regard to any revision to the legal description, permitted pursuant to Paragraphs 2.4 and 2.5 above, a power coupled with an interest is hereby granted to the Declarant, acting by or through its duly authorized officers, its successors, or its designee, and to the Developer, its successors and assigns and their agents, and each of them singly, as attorney-in-fact, to amend the legal descriptions, as described in Paragraphs 2.4 and 2.5 above, without notice to any Owner. Each deed, mortgage or other instrument with respect to a Lot, and the acceptance thereof, shall be deemed a grant of such power to each of said attorneys-in-fact, and acknowledgment of and consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the legal descriptions in Paragraphs 2.4 and 2.5 above.

ARTICLE III

GENERAL RESTRICTIONS

3.1. All Lots, or portions thereof, shall be used only for Single Family purposes. Each Owner shall (i) maintain his Lot, or portion thereof, and all Improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom, and to the extent not performed by or on behalf of the Association, the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

3.2. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners.

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No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or suffered to exist upon any part of a Lot.

3.3. Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall be located upon the Lots, except that those portions of Lots which include rear fenced in yards and decks may be used by the Owners of such Lots for usual and customary rear yard purposes and improvements.

3.4. No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened. All portions of unimproved Lots shall not be planted by any person except the Association, unless permitted by the rules and regulations adopted by the Association.

3.5. Automobiles, trucks, boats, recreational vehicles, trailers or other vehicles shall at all times be parked in the garage of the Dwelling (or, in the case of those Lots which are situated in such a fashion that ingress, egress and access to the driveway will not be blocked or impeded in any manner, on the driveway serving said Dwelling) and their repair or maintenance shall not be permitted except within the confines of the garage (or such portions of the driveway aforesaid).

3.6. No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The Association shall have the right to adopt rules and regulations governing the keeping of such domestic pets so as not to have them become a nuisance to the Owners. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

3.7. The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices for transmitting or receiving signals, messages or programs by radio or television shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Developer prior to the Turnover Date and by the Board thereafter. No communications discs shall be permitted on any Lot, except those Lots containing rear fenced in yards and decks.

3.8. Each Owner shall keep all areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, completely unobstructed. No trees, plantings, shrubbery, fencing, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that any and all such drainage or detention areas are for the benefit of the entire Property.

3.9. No Owner shall make any exterior architectural changes or additions to any Dwelling. Covering of exterior window surfaces visible from the exterior shall be subject to the reasonable rules and regulations of the Association.

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3.10. No Owner shall make or erect a fence of any kind in the front or rear of any Lot, except the Common Area fencing initially erected by Developer, and repair or replacement thereof with identical materials and design.

3.11. No Owner shall install exterior storm sashes, canopies or awnings on any Dwelling or build enclosures for the front or rear entrance. The Association shall pass a rule or regulation adopting and regulating an approved type of removable screening for first floor deck areas.

3.12. There shall be no continual parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, benches or chairs on the non-fenced in lawns or the Common Area.

3.13. No Dwelling shall be used for other than a Single Family residence. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Development, except as previously authorized in writing by the Board. The restrictions in this paragraph 3.13 shall not be construed in such manner as to prohibit an Owner from: maintaining his personal professional library in his Dwelling; keeping his personal business or professional records or accounts in his Dwelling; or handling his personal, business or professional telephone calls or correspondence from his Dwelling. Such uses are expressly declared customarily incident to the principal residential use and not in violation of this paragraph 3.13.

3.14. No sign of any kind not previously authorized in writing by the Association shall be displayed on or about any Lot nor any other portion of the Development, except, however, "For Sale" or "For Rent" signs approved in advance by the Developer prior to the Turnover Date and by the Board thereafter.

ARTICLE IV

HOMEOWNER'S ASSOCIATION

4.1. The Developer shall have the right, at any time prior to the Turnover Date, to form an Illinois not-for-profit corporation to be known as the Brookwood Courte Homeowner's Association which shall provide for maintenance, repair, replacement and operation of the Common Area, the exterior of the Dwellings, and in general to maintain and promote the desired character of the Brookwood Courte Development.

4.2. (a) The Association shall have a Board of not less than three (3) directors who shall be elected by the Members of the Association at such intervals as the articles of incorporation and By-Laws of the Association shall provide, except (i) that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the articles of incorporation or By-Laws and (ii) that the first Board and subsequent Boards (until the Turnover Date) shall be appointed by the Developer. Except for the directors of the Board appointed by the Developer, all directors shall be

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Members of the Association. The Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors and continue to exercise its right to appoint the remaining directors of the Board until the Turnover Date.

(b) The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the corporate charter or By Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the Members.

4.3. The Developer shall, through the Board appointed by it in accordance with paragraph 4.2, exercise control over all Association matters, until the first to occur of the following: (a) the date which is five (5) years from the date of this Declaration, (b) the date of the sale and conveyance of legal title to seven (7) of the Lots to Owners other than Declarant or an assignee of Declarant as provided in paragraph 9.12 occurs, or (c) the date Developer elects voluntarily to turn over to the Members the authority to appoint the Board, which election shall be made by directing the Declarant to execute and record in the Office of the Recorder of Deeds of Cook County, Illinois an instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date." On or prior to the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder and the Association shall maintain the Common Area as required hereunder.

4.4. (a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns one or more Lots.

(b) From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.

4.5. The Association, through the Board, shall have the power and duty to:

(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon, exterior of all Dwellings, including, without limitation, roofs and gutters, railings, decks, and all other property acquired by the Association or which the Association agrees to maintain. Lawns, trees, shrubs, flower beds and other landscaping features are to be mowed, raked, trimmed, cultivated and watered including backyard landscaping located at a Dwelling. Private alleys, driveways, front entrance steps, sidewalks

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and parking areas are to be kept in sightly and serviceable condition and snow plowed when appropriate. The Association shall also have the authority to provide such other services with respect to the common area and Dwellings as shall be deemed to be beneficial and convenient;

(b) Provide the following services within practical and economic limitations from time to time established by the Board:

(i) A determination that the painting and decorating of the exteriors of all Dwellings shall be undertaken may be made by the Board at any time. If the Board deems it necessary to paint and decorate, the cost thereof shall be borne by the Owners in accordance with the percentages set forth on Exhibit "E", attached hereto and made a part hereof in accordance with their Ownership percentage;

(ii) All exterior painting and decorating, as well as all future replacements and repairs of all and any part of the outside of the Dwelling, including wood decks and wrought iron railings, shall conform on color, quality and architectural design to the outside painting and decorating and outside parts of all other Dwellings; provided, however, that a majority of the Members may agree on another color scheme if so desired;

(iii) The exterior masonry shall be cleaned and tuckpointed at least once every ten (10) years unless the Association deems it unnecessary, and the cost thereof shall be borne by the Owners in accordance with the percentages set forth at Exhibit "E";

(iv) Provide snow removal from the drive ways and parking areas servicing the Dwellings; and

(v) Provide such other services with respect to the Dwellings as shall be deemed to be beneficial and convenient.

(c) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Developer shall give the Association the right to terminate without cause or penalty not later than ninety (90) days after the date the initial meeting of the Members of the Association is held as provided in the By-Laws;

(d) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

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(e) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Municipality in the event that one or more Owners fail to do so;

(f) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(g) Make such other improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two thirds (2/3) of the Members of the Association acting in accordance with its articles of incorporation (if applicable) and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Brookwood Courte a highly desirable residential community;

(h) Adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of each of the Owners, and the Development shall be at all times maintained subject to such rules and regulations;

(i) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the articles of incorporation (if applicable) or the By-Laws; and

(j) In furtherance of carrying out necessary decorating, maintenance and repairs, as hereinabove set forth, an easement is hereby created in favor of the Association for the purposes of entry onto the Lots and premises affected.

4.6. The Board shall also have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each Member, the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties by having a severability of interests endorsement. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with this Article IV. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Common Area against loss or damage by fire and such other hazards

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contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent. Notwithstanding anything to the contrary or inconsistent contained in the foregoing, the rights of Owners to recover damages for all occurrences covered by this paragraph shall be limited to insured policy limits.

4.7. The Board, officers of the Association and the employees and agents of any of them shall not be liable to the owners or any other person for any mistake of judgment or for any acts or omissions of nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article V hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association. The liability of any Owner arising out of any contract made by the Board, or other Association liability which is not the responsibility or obligation of the Owner under this Declaration, shall be limited to an amount equal to the Owner's percentage set forth at Exhibit "E".

4.8. (a) Until the Turnover Date, the Developer shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to exercise all power and authority of the Board.

(b) From and after the sale of the first Lot hereunder, Developer shall be obligated to maintain the Common Area and all signs and monuments located therein and pay its share of all expenses and costs arising in connection with the Common Area, including, without limitation, the costs of improving and maintaining the Common Area (and any signs and monuments located thereon) and general real estate taxes payable in connection with the Common Area. The Developer's share of Common Area expenses shall be based upon the number of lots which have not been sold to bona fide purchasers. Owners shall be responsible for their share of Common Area expenses as provided at Exhibit "E". To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the turnover Date, Developer shall reimburse the Association, on a pro rata basis, for such real property taxes. Declarant shall convey the Common Area to the Association on or before the Turnover Date.

(d) Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Area and all other portions of the Property, excluding sold

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Lots, for such purposes until all Lots are sold. Developer may at all times utilize signage, lighting and establish sales offices, construction trailers and model homes as required to conduct its sales, construction and marketing of the Property.

4.9 Notwithstanding anything to the contrary contained herein, each Owner shall be responsible to maintain (repair or replace, as the case may be) in good condition and repair, in accordance with the rules and regulations as established by the Association from time to time, the front entry doors, windows and glass surfaces, and garage doors of each Dwelling. All work performed pursuant to this Paragraph 4.9 shall conform on color, quality and architectural design to the outside painting and decorating and outside parts of all other Dwellings.

ARTICLE V

ASSESSMENTS

5.1. Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements, reserves and unforeseen expenses, to be collected from time to time as hereinafter provided. Such installments shall be payable at such times as determined by the Board. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them.

5.2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area as well as the exterior of all Dwellings. Such uses shall include, without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including, without limitation, the establishment and maintenance of a Contingency and Replacement Reserve. The annual assessments provided for herein shall commence for each Lot on the date of delivery of a Lot Deed to an Owner.

5.3. Each year on or before November 1, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or

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before December 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be assessed in accordance with the percentages set forth on Exhibit "E" attached hereto and made a part hereof. Each Owner shall be obligated to pay to the Board, at such times as determined by the Board, the annual assessment made pursuant to this Paragraph 5.3. The Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to the assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall, upon demand at any time, furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

5.4. (a) The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. Any expenditure from the Contingency and Replacement Reserve not expressly authorized under this Declaration or the By Laws, having a cost in excess of Five Thousand Dollars (\$5,000.00) shall require the prior approval of the Members holding two thirds (2/3) of the votes of the Association.

(b) If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed in accordance with the percentages set forth on Exhibit "E" attached hereto and made a part hereof. The Board shall serve notice of any such special assessment on all such owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment, unless otherwise specified by the Board.

5.5. When the first Board elected by the Members hereunder takes office, it shall determine the Estimated Cash Requirement for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs.

5.6. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

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5.7. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.8. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

5.9. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien (described below) against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a continuing lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

5.10. In addition to the rights and remedies set forth in paragraph 5.9, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Forcible Entry and Detainer Act, 735 ILCS 5/9-101, et seq. Further, the Association shall have the right to suspend the voting rights of any Owner that is in default of its obligations under this Declaration, for so long as such default remains uncured.

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5.11. The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the delivery of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

ARTICLE VI

EASEMENTS

6.1. Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Area:

(a) Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for pedestrian and vehicular ingress and egress, and the use and enjoyment in, to and upon the Common Area intended and used for such pedestrian and vehicular passage subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement (except for purposes of ingress or egress) for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant, Developer and the Association as herein provided.

(b) Each Owner and their respective guests, invitees and employees shall have an exclusive easement for use and enjoyment into and upon those portions of the Common Areas (including air space) allocated for the restricted use of particular Dwellings, or which, by the terms of this Declaration, or by its nature or location, is clearly intended to serve exclusively a certain Dwelling or Dwellings (but less than all of the Dwellings) including, but not limited to, driveways, sidewalks and wood decks. Such easement shall be subject to: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant, Developer and the Association as herein provided.

(c) A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the

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Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

(d) If any part of any Lot, or any structure or landscaping thereon, encroaches, or shall hereafter encroach, upon any part of any other Lot or the Common Area, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, in no event shall a valid easement for any encroachment be created in favor of any Owner or any Dwelling if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Dwelling of another owner or if it occurred due to the willful conduct of the Owner, or any guest or invitee of the Owner, of the Dwelling benefitted by the easement.

6.2. The Declarant, Developer, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Common Area and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area and any improvements in, on, under or upon the Common Area or exterior of Dwellings as herein provided or for performing any of their respective obligations herein provided. In any such case, the Declarant, Developer, Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

6.3. The Declarant and Developer hereby reserve the right, until the transfer date, to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE VII

DAMAGE OR DESTRUCTION

7.1. In the event of damage to or destruction of, by fire or other casualty, any building, or any portion thereof, the owner or owners from time to time of any Dwelling covenant and agree that they will, within a reasonable time after such damage or destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of such building, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of any Dwellings which remain standing and are not required to be rebuilt. In the event of the total or substantial destruction of all of the Dwellings in the Development, the architectural design of the exterior of the Dwellings to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof, and in the absence of agreement, the rebuilt Dwellings shall be substantially similar in architectural design as the original Dwellings and shall be constructed of comparable materials.

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7.2. In the event that any such Owner shall fail, within a reasonable time after the damage or destruction referred to in paragraph 7.1 of this Article, to perform the necessary repair or rebuilding, then, and in any such event, the Association may, but shall not be required to cause such repairs or rebuilding to be furnished, provided and installed, in the manner as in the aforesaid paragraph 7.1 described. And in any event, the Association shall have, and is hereby given a continuing lien on the real estate on which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the cost thereof; (b) interest at the maximum rate permitted by the laws of Illinois from the date of the Association's payment of such costs, and (c) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such real estate in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Association thereof, as aforesaid, such lien shall be foreclosed against the property by the Association, in the same manner as hereinabove provided in connection with unpaid assessments. The Association's lien provided for in this paragraph 7.2 shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Dwelling.

7.3. Every Owner shall at all times keep his Dwelling fully insured for the full insurable replacement cost thereof against loss by fire and other casualties and shall cause the Association to be named as an additional insured under the policy, the purpose thereof being to provide, in those cases of building neglect or refusal to rebuild or repair subsequent to a fire or casualty loss, funds to be used by the Association for such purposes.

ARTICLE VIII

PARTY WALLS

8.1. Any wall built as part of the original construction of any Dwelling and placed on the dividing line between Dwellings shall constitute a party wall and to the extent not inconsistent with the provisions of this paragraph 8.1, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

8.2. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

8.3. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

8.4. Notwithstanding any other provisions in this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

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8.5. The right of any owner to contribute from any other Owner under this Article shall be appurtenant to the land and shall Pass to such Owner's successors in title.

8.6. In the event any dispute arises concerning a party wall, or under the provisions of this Article, the same shall be arbitrated by the Board of Directors, determination of which shall be final and binding on both parties.

ARTICLE IX

GENERAL PROVISIONS

9.1. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner and any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

9.2. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of William Jefferson Clinton, President of the United States, living at the date of this Declaration.

9.3. If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Cook County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such rerecording, the Board shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and the rerecorded document executed and acknowledged by each of them.

9.4. Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such

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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 in any mortgage or trust deed or other evidence of obligation, and the rights described in this paragraph 9.4 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

9.5. Developer and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in paragraph 9.15 hereof) from Developer or the Association to the owner of any such Lot, then Developer or the Association shall have in addition to the foregoing rights, the right to enter upon the property where such violation exists and to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Developer and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

9.6. Subject to the provisions of paragraph 9.7, the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Lots and the Developer consent thereto, the consent of the Developer being required so long as the Declarant owns any four (4) Lots. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Cook County, Illinois. If said Declaration is amended by the Owners, a notice of said amendment shall be given to all first lien holders of record by certified mail, return receipt requested. Said notice shall contain a complete text of any such amendment. Notwithstanding the foregoing, no amendment shall be effective without the express written consent of the holders of 75% of the first mortgage liens recorded against the Dwellings which are the subject of this Declaration, in addition to the approval of the owners as set forth herein.

9.7. Declarant hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) 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 Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public

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or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of paragraph 9.12 hereof, the right of the Declarant to act pursuant to rights reserved or granted under this paragraph shall terminate at such time as the Declarant no longer holds title to any Lot.

9.8. All costs or maintenance charges not specifically allocated by this Declaration to the Association or to others shall be the responsibility of the Owners of the Lots affected.

9.9. Each Owner shall have the right to sell or lease his Dwelling without the prior written consent of the Association or any other Owner. If a lease is made by an Owner, a copy of the executed lease shall be delivered to the Association. The lease shall provide that the lessee is bound by the terms of this Declaration. The Owner shall not be relieved of any of his obligations by making such lease.

9.10. The Lot of each Owner shall be subject to a lien under the mechanics lien laws made and provided by the statutes of the State of Illinois for services rendered and materials furnished by the Association to such Owner.

9.11. Real Estate taxes on the Lots are to be separately billed to each Owner for his respective Lot or Lots, except for the Common Area owned or to be owned by the Association. In the event that for any year such taxes are not separately billed to each Owner, but are taxed on the Development as a whole, or portions thereof, then each Owner shall pay his proportionate share thereof, in accordance with the percentages set forth at Exhibit "E". Upon authorization by an affirmative vote of not less than two-thirds (2/3) of the Owners at a meeting duly called for that purpose, the Association, acting on behalf of all 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 (including those on individual Dwellings), and to charge and collect all expenses incurred in connection therewith as common expenses.

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9.12. Each Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility companies. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

9.13. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development, use and enjoyment for the Property.

9.14. In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

9.15. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

9.16. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

9.17. Notwithstanding anything herein to the contrary, either or both of Declarant and Developer, as Declarant and Developer in their sole discretion may determine, hereby reserve the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Cook County, Illinois. Upon such assignment, either or both of Declarant and Developer, as the case may be, shall be relieved from any liability arising from the performance or non performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of either or both of Declarant and Developer, as the case may be, shall have or incur any liability for the obligations or acts of any predecessor in interest.

9.18. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Lot owned by such Owner. The

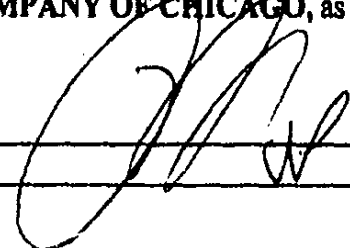
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Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with the Declarant shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mail.

THIS DECLARATION is executed by American National Bank and Trust Company of Chicago, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and solely for the purpose of subjecting the Property to the terms of this Declaration. It is expressly understood and agreed by every person, firm, corporation, trust or other entity hereafter claiming any interest under this Declaration that any and all obligations, duties, covenants and agreements of every nature herein set forth by American National Bank and Trust Company of Chicago, as Trustee as aforesaid, to be kept and performed, if any, are intended to be kept and performed and discharged by the beneficiaries under said Trust No. 118651-02 or their successors, and are not by American National Bank and Trust Company of Chicago personally, and no personal liability hereunder whatsoever is assumed by nor shall be asserted or enforced against said Trustee, all such liability, if any, being expressly waived; and further, that no duty shall vest upon American National Bank and Trust Company of Chicago, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration. In the event of a conflict between the provisions of this paragraph and any other provision of this Declaration with respect to any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, as Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this Declaration by its authorized officers as of the day and year first above written.

**AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO**, as trustee as aforesaid

By: 
Its: _____

ATTEST:

By: 
Its: TRUST OFFICER

CHICAGO 41/181-1
BG 04/14/98

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EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1:

LOT 29 IN BLOCK 2 OF DEWES' ADDITION TO OAK GLEN BEING (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO NILES KNOWN AS THE WAUKEGAN ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 30 IN BLOCK 2 OF DEWES' ADDITION TO OAK GLEN BEING (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO NILES KNOWN AS THE WAUKEGAN ROAD, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 31 AND THE WEST 10 FEET OF LOT 32 IN BLOCK 2 OF DEWES' ADDITION TO OAK GLEN BEING (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO NILES KNOWN AS THE WAUKEGAN ROAD, IN COOK COUNTY, ILLINOIS.

Common Address: 1729 - 1747 Dewes Street, Glenview, Illinois

Permanent Index Nos.:
04-35-307-009
04-35-307-010
04-35-307-039
04-35-307-040

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EXHIBIT "B"

BY-LAWS OF

BROOKWOOD COURTE HOMEOWNERS ASSOCIATION

ARTICLE I

PURPOSES AND POWERS

The Association shall be responsible for the general management and supervision of the Property, the ownership of the Common Area thereof, the exterior of the Dwellings and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, if and when incorporated, the Association shall have all powers now or hereafter granted by the General Not-For-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration. Any defined terms used in these By-Laws shall have the same meaning as set forth in the Declaration, except as otherwise provided herein.

ARTICLE II

OFFICES

2.1. The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

2.2. The principal office of the Association shall be maintained in Cook County, Illinois.

ARTICLE III

MEMBERSHIP

3.1. (a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns one or more Lots.

(b) From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided,

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however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.

3.2. (a) Meetings of the Members shall be held at the principal office of the Association or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to paragraph 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) The initial meeting of the Members shall be held at such time as may be designated upon not less than ten (10) days' written notice given by the Declarant or Developer, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members on the third Tuesday of November of each succeeding year, at 7:30 o'clock P.M. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all of some of the Member, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having one-half (1/2) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.3. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

3.4. At any meeting of the Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

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ARTICLE IV

BOARD OF DIRECTORS

4.1. The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board consisting of three (3) persons who shall be elected in the manner hereinafter provided, except that until the Turnover Date the first and each subsequent Board shall be appointed by the Developer. From and after the Turnover Date, the Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than three (3), and the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Each member of the Board, with the exception of the Board members initially appointed by the Developer shall be an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust or agent or employee of a beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board.

4.2. All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

4.3. At the initial meeting of the Members as provided in paragraph 3.2(b) hereof, and at all subsequent annual meetings of the Members there shall be elected members of the Board. In all elections for members of the Board, each Member shall be entitled to vote on a cumulative voting basis and the candidates received the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Three (3) Board members shall be elected at the initial meeting and shall serve until the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years. In the event of tie votes, the members of the Board shall determine which members shall have the two (2) year terms and which member shall have the one (1) year term. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. Notwithstanding the aforesaid election procedure, the Developer may appoint a Board which shall have the same powers and authority as given to the Board generally, as provided hereinafter, and such appointed Board shall function until such time as the initial meeting of the Members is held.

4.4. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

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4.5. Vacancies in the Board, other than as a result of removal pursuant to paragraph 4.7, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members of the Board or of the Members present at the next annual meeting or at a special meeting of the Members called for such purpose.

4.6. The Board shall elect from among its members: (i) a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, (ii) a Secretary who will keep the minutes of all meetings of the Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and (iii) a Treasurer to keep the financial records and books of account, and such additional offices as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

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

4.8. The initial meeting of the Board shall be held immediately following the initial meeting of the Members and at the same place. At such meeting, the Board shall elect its officers to serve until the first annual meeting which shall be held immediately following the first annual meeting of the Members, and at the same place. All subsequent annual meetings of the Board shall be held immediately after, and at the same place as, the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member of the Board, delivered personally or by mail or telegram. Any member of the Board, may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

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

ARTICLE V

POWERS OF THE BOARD

5.1. Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the power and duty to:

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(a) Own, maintain and otherwise manage the Common Area and all Improvements thereon, exterior of all Dwellings including, without limitation roofs and gutters, and all other property acquired by the Association or which the Association agrees to maintain. Lawns, trees, shrubs, flower beds and other landscaping features are to be mowed, raked, trimmed, cultivated and watered. Private streets, sidewalks and parking areas are to be kept in sightly and serviceable condition and snow plowed when appropriate. Provide such other services with respect to the Common Area and Dwellings as shall be deemed to be beneficial and convenient;

(b) Provide the following services within practical and economic limitations from time to time established by the board:

(i) A determination that the painting and decorating of the exteriors of all Dwellings shall be undertaken may be made by the Board at any time. If the Board deems it necessary to paint and decorate, the cost thereof shall be borne by the Owners in accordance with the percentages set forth on Exhibit "E", attached hereto and made a part hereof;

(ii) All exterior painting and decorating, as well as all future replacements and repairs of all and any part of the outside of the Dwelling, including wood decks and wrought iron railings, shall conform on color, quality and architectural design to the outside painting and decorating and outside parts of all other Dwellings; provided, however, that a majority of the Members may agree on another color scheme if so desired;

(iii) The exterior masonry shall be cleaned and tuckpointed at least once every ten (10) years unless the Association deems it unnecessary, and the cost thereof shall be borne by the Owners in accordance with the percentages set forth at Exhibit "E";

(iv) Provide snow removal from the private driveways and parking areas servicing the Dwellings; and

(v) Provide such other services with respect to the Dwellings as shall be deemed to be beneficial and convenient.

(c) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Developer shall give the Association the right to terminate without cause or penalty not later than ninety (90) days after the date the initial meeting of the Members of the Association is held:

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(d) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

(e) Maintain, at the expense of the defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Municipality in the event that one or more Owners fail to do so;

(f) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(g) Make such other improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two thirds (2/3) of the Members of the Association acting in accordance with its articles of incorporation (if applicable), provided, however, that any such action so authorized shall always be for the express purpose of keeping Brookwood Courte a highly desirable residential community;

(h) Adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of each of the Owners, and the Development shall be at all times maintained subject to such rules and regulations;

(i) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Declaration, these By-Laws or the articles of incorporation (if applicable); and

(j) In furtherance of carrying out necessary decorating, maintenance and repairs, as hereinabove set forth, an easement is hereby created in favor of the Association for the purposes of entry onto the Lots and premises affected.

5.2. The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the maintenance fund.

5.3. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members.

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5.4. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to these By-Laws, and the Developer (collectively the "interested parties") against all contractual and other liabilities to others arising out of contracts made by, or other acts of, any of such interested parties on behalf of the Owners, or arising out of the status of such interested party as such director, officer, committee member or Developer, unless any such contract or act shall have been found by a court of competent jurisdiction to be made fraudulently with gross negligence or willful misfeasance. It is intended that the foregoing indemnification shall include indemnification against all counsel or other professional fees, amounts of judgments paid, amounts paid in settlement, and other costs and expenses of any nature whatsoever, reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil or criminal, administrative or otherwise, in which any such interested party may be involved by virtue of being or having been such director, officer, committee member or Developer; provided, however that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misfeasance or fraud in the performance of his duties as such director, officer, committee member or Developer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by, or in a manner determined by, the Board, there is not reasonable ground for such person being adjudged liable for gross negligence, willful misfeasance or fraud in the performance of his duties as such director, officer, committee member or Developer.

5.5. To the extent that any such director, officer, committee member or Developer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraph 5.4 above or in defense of any claim, issue or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

5.6. Expenses incurred in defending a civil or criminal action or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board, upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article V.

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

6.1. Each year on or before November 1, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1 - December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and all, on or before December 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash

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Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed in accordance with the percentages set forth on Exhibit "E". Each Owner shall be obligated to pay to the Board, at such times as determined by the Board, the annual assessment made pursuant to this Paragraph 6.1, or as it may direct, the annual assessment made pursuant to this paragraph 6.1. On or before the date of the annual meeting of each calendar year, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall, upon demand at any time, furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

6.2. (a) The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. Any expenditure from the Contingency and Replacement Reserve not expressly authorized under the Declaration or these By-Laws, having a cost in excess of Five Thousand Dollars (\$5,000.00) shall require the prior approval of the Members holding two-thirds (2/3) of the votes of the Association.

(b) If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed in accordance with the percentages set forth on Exhibit "E". The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment, unless otherwise specified by the Board.

6.3. When the first Board elected by the Members hereunder takes office, it shall determine the Estimated Cash Requirement for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs.

6.4. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

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6.5. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of is account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.6. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.7. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

6.8. In addition to the rights and remedies set forth in paragraph 6.7 of these By-Laws, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right, on behalf of the other owners, to enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Forcible Entry and Detainer Act, 735 ILCS 5/9-101, et seq.

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ARTICLE VI

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

All Owners shall maintain, occupy and use their Dwelling and the Common Area only in accordance with the terms of the Declaration, these By-Laws and any additional rules and regulations adopted by the Board or by the Members. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE VII

COMMITTEES

8.1. The Board, by resolution, adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board; said committees, to the extent consistent with law as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

8.2. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

8.3. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.4. One (1) member of each committee shall be appointed chairman.

8.5. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

8.6. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.7. Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

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ARTICLE IX

INTERNAL PROCEDURE

Until the initial meeting of the Members as provided in paragraph 3.2(b) hereof, the Declarant or Developer may appoint the Board which shall have the same powers and authority as given to the Board generally.

ARTICLE X

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of the Members entitled to cast two-thirds (2/3) of the total votes computed as provided in paragraph 3.2 and the Developer so long as Declarant owns any Lots. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE XI

INTERPRETATION

In the case of any conflict between the articles of incorporation of the Association and these By-Laws, the articles of incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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EXHIBIT "C"

COMMON AREA

THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWEY'S ADDITION TO OAKGLEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO MILES KNOWN AS THE WAUKEGAN ROAD, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 17.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 32.70 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 92.88 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 20.68 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 51.42 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 88.87 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 51.44 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 20.68 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 92.81 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 29.47 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 1.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 5.70 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 3.95 FEET TO A POINT; THENCE SOUTH 45 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 6.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 4.70 FEET TO A POINT; THENCE SOUTH 44 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 16.62 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 1.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 14.11 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 1.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 1.44 FEET TO A POINT; THENCE SOUTH 45 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 4.10 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 5.75 FEET TO A POINT; THENCE SOUTH 44 DEGREES 38 MINUTES 04 SECONDS EAST, A DISTANCE OF 4.10 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 17.57 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 1.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 13.82 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 48.04 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 14.07 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 0.98 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 17.54 FEET TO A POINT; THENCE NORTH 45 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 3.99 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 6.75 FEET TO A POINT; THENCE NORTH 44 DEGREES 38 MINUTES 04 SECONDS WEST, A

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DISTANCE OF 3.99 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 1.40 FEET TO A POINT; THENCE SOUTH 89 DEGREES 38 MINUTES 08 SECONDS EAST, A DISTANCE OF 1.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 14.35 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 1.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 56 SECONDS EAST, A DISTANCE OF 16.43 FEET TO A POINT; THENCE NORTH 45 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 6.00 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 6.68 FEET TO A POINT; THENCE NORTH 44 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 4.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 4.08 FEET TO A POINT; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 2.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 6.68 FEET TO A POINT; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 1.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 29.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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EXHIBIT "D"

LOTS

UNIT 1: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWES' ADDITION TO OAKGLEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO HILES KNOWN AS THE WADKEMAN ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 125.58 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 20.68 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 20.56 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 0.94 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 23.98 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 51.96 FEET TO THE SOUTH LINE OF LOTS 29 THROUGH 31 AFORESAID; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 44.34 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 51.42 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNIT 2: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWES' ADDITION TO OAKGLEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO HILES KNOWN AS THE WADKEMAN ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 102.90 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 40.06 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 8.07 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 0.98 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 56 SECONDS WEST, A DISTANCE OF 14.42 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 43.04 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.68 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNIT 3: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWES' ADDITION TO OAKGLEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF

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(THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO MILES KNOWN AS THE WAUKEGAN ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 79.64 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 40.06 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 1.40 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 3.99 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 5.75 FEET; THENCE SOUTH 45 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 2.99 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 5.57 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 40.06 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 23.26 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNIT 4: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWE'S ADDITION TO OAKGLEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO MILES KNOWN AS THE WAUKEGAN ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 56.38 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 40.06 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 8.91 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 1.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 14.35 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 41.06 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 23.26 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNIT 5: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWE'S ADDITION TO OAKGLEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO MILES KNOWN AS THE WAUKEGAN ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 32.70 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 29.32 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 1.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A

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DISTANCE OF 6.68 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 4.86 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 6.68 FEET; THENCE SOUTH 45 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 7.53 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 40.06 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 23.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNIT 6: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWES' ADDITION TO OAKLEAF (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO HILLS KNOWN AS THE WAUKESHA ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 125.58 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.04 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 0.54 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 23.98 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 24.06 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 0.52 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 20.47 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 51.44 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 04 SECONDS WEST, A DISTANCE OF 44.53 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 51.96 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

UNIT 7: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWES' ADDITION TO OAKLEAF (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO HILLS KNOWN AS THE WAUKESHA ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 125.58 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.04 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 0.54 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 48.04 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 0.52 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.12 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.66 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 40.12 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 8.32 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A

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DISTANCE OF 1.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 13.82 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

UNIT 8: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWEES' ADDITION TO OAKLEEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 (OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO MILES KNOWN AS THE MAURERGAN ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 125.88 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.04 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 0.54 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 48.04 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 0.52 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.12 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 22.66 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 23.24 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 40.12 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 1.44 FEET; THENCE SOUTH 48 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 4.10 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 6.75 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 4.10 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 9.28 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 40.12 FEET TO THE ~~W.C.~~ IN COOK COUNTY, ILLINOIS.

UNIT 9: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWEES' ADDITION TO OAKLEEN (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO MILES KNOWN AS THE MAURERGAN ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 125.88 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.04 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 0.54 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 48.04 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 0.52 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.12 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 45.90 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 23.24 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 40.12 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 9.13 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 1.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 14.11 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS

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EAST, A DISTANCE OF 41.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

UNIT 10: THAT PART OF LOTS 29 THROUGH 31 AND THE WEST 10.00 FEET OF LOT 32 IN BLOCK 2 OF DEWEES' ADDITION TO OAKLEIGH (EXCEPT THE 4.5 ACRES IN THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN) BEING A SUBDIVISION OF THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SAID SECTION 35 LYING BETWEEN THE CHICAGO, MILWAUKEE AND ST PAUL RAILROAD AND PUBLIC HIGHWAY RUNNING FROM OAK GLEN TO HIGHWAY KNOWN AS THE WATKINSON ROAD, IN COOK COUNTY, ILLINOIS, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 29, THENCE SOUTH 89 DEGREES 38 MINUTES 04 SECONDS EAST ALONG THE NORTH LINE THEREOF A DISTANCE OF 27.03 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 125.58 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.04 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 0.54 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 48.04 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 0.52 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 41.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 23.67 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 29.47 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 55 SECONDS EAST, A DISTANCE OF 1.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 6.70 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 05 SECONDS WEST, A DISTANCE OF 3.95 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 6.70 FEET; THENCE SOUTH 44 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 6.00 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, A DISTANCE OF 7.49 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 05 SECONDS EAST, A DISTANCE OF 40.12 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

~~PARCEL 2 - NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 FOR TRAVEL, EGRESS, USE AND ENJOYMENT OVER AND UPON THE COMMON AREA AS DEFINED, DESCRIBED AND DECLARED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR BROWNWOOD COURT RECORDED AS DOCUMENT NO. 98323186~~

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EXHIBIT 'E'

OWNER 'S PERCENTAGE AND NUMBER OF VOTES OF LOT OWNERS

<u>PREMISES #</u>	<u>ADDRESS</u>	<u>OWNER 'S PERCENTAGE</u>	<u>NUMBER OF VOTES</u>
1	1747 Dewes Street	.10	1
2	1745 Dewes Street	.10	1
3	1743 Dewes Street	.10	1
4	1741 Dewes Street	.10	1
5	1739 Dewes Street	.10	1
6	1737 Dewes Street	.10	1
7	1735 Dewes Street	.10	1
8	1733 Dewes Street	.10	1
9	1731 Dewes Street	.10	1
10	1729 Dewes Street	.10	1
			10