

DECLARATION & COVENANTS



GARDEN COURT TOWNHOUSE ASSOCIATION

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS**

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**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE
GARDEN COURT TOWNHOUSE ASSOCIATION**

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GARDEN COURT TOWNHOUSE ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 10th day of April, A.D., 1973, by LaSALLE NATIONAL BANK, a national banking association, of Chicago, Illinois, as Trustee under Trust Agreement dated January 31, 1972, and known as Trust No. 43514, (hereinafter referred to as the "Declarant");

WITNESSETH:

WHEREAS, Declarant is the owner of the real property referred to in Article II of this Declaration and desires to create thereon a residential community with residential lots, permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property referred to in Article II to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which would be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Illinois, Garden Court Townhouse Association, a not-for-profit corporation.

NOW, THEREFORE, Declarant declares that the real property referred to in Article II, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, conditions, easements, uses, privileges, charges and liens (sometimes referred to as "Covenants, Conditions, and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to the Garden Court Townhouse Association.
- (b) "Properties" shall mean and refer to all such real property, as is held, transferred, sold, conveyed and occupied subject to this Declaration, as more fully described in Article II hereof.
- (c) "Common Areas" shall mean and refer to those areas of land designated as Lots 130 through 137, inclusive, on the registered subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Members of the Association, together with any and all improvements that are now or may hereafter be constructed thereon.
- (d) "Lot" shall mean and refer to any plot or tract of land shown upon any registered subdivision plat of the Properties, as amended from time to time, which is designated as a Lot thereon and which is or is to be improved with a residential dwelling.
- (e) "Owner" shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of the fee simple title to any Lot but, notwithstanding any applicable

theory of a mortgage or other security device, shall not mean or refer to any mortgagee or trustee under a Mortgage or Trust Deed unless and until such mortgagee or trustee has acquired title pursuant to foreclosure, or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to each Owner as hereinafter provided in Article III.

(g) "Declarant" shall mean and refer to LaSALLE NATIONAL BANK, a national banking association, of Chicago, Illinois, as Trustee under Trust Agreement dated January 31, 1972, and known as Trust No. 43514, its successors and any assignee, other than an Owner, who shall receive by assignment from the said LaSALLE NATIONAL BANK, a national banking association of Chicago, Illinois, as Trustee, as aforesaid, all, or a portion of its rights hereunder as such Declarant, by an instrument expressly assigning such rights as Declarant to such assignee.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. *Property.* The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration (hereinafter defined as the "Property") is located in the Village of Hazel Crest, County of Cook, State of Illinois, and more particularly described on Exhibit "A" attached hereto and made a part hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. *Membership.* Every Owner of a Lot shall automatically be a Member of the Association.

SECTION 2. *Classes of Membership.* The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. The Class B Member shall be the Declarant. The Class B Member, at all times when the total number of Lots owned by the Class B Member is greater than one-third ($\frac{1}{3}$) of the total number of Lots owned by Class A Members, shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership. When the total number of Lots owned by the Class A Members equals or exceeds three (3) times the total number of Lots owned by the Class B Member, the Class B Member shall, during the time such equality or excess continues, be entitled to only one vote for every Lot owned by it. Notwithstanding any other provision of this Article, from and after January 1, 1978, the Class B Member shall be entitled to only one vote for every such Lot owned by it.

SECTION 3. *Quorum and Notice Requirements.*

(a) Subject to the provisions of Paragraph (c) of this Section, any action authorized by Section 6(d) of Article IV or Section 5 of Article V, shall require an affirmative vote of two-thirds ($\frac{2}{3}$) of each class of the Members of the Association who are voting in person or by proxy at a meeting duly called for that purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of such meeting.

(b) The quorum required for any action referred to in Section 6(d) of Article IV or Section 5 of Article V shall be as follows:

At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called, subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

(c) Any provision of this Declaration to the contrary notwithstanding, any action described in section 6(d) of Article IV may be taken with the assent given in writing and signed by two-thirds ($\frac{2}{3}$) of each class of the Members of the Association.

(d) Except as hereinabove specifically set forth in ARTICLE III, Section 3, paragraphs (a), (b) and (c), notice, voting and quorum requirements for all action to be taken by the Association shall be as set forth in its Articles of Incorporation and By-laws, as same may be amended from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1. *Member's Easements of Enjoyment.* Subject to the provisions of Section 6 of this Article, every Member and each individual in his family residing with him on his Lot shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot.

SECTION 2. *Easement for the Village of Hazel Crest.* In the event that, by reason of the failure of the Board of Directors of the Association to maintain the Common Areas as required by Article VI, Section 1, hereof, the Village of Hazel Crest shall deem it necessary for said Village to maintain the same in lieu of maintenance by the Board of Directors as aforesaid, a valid easement for the maintenance of such Common Areas and for such use of, and ingress and egress over, the Common Areas in connection therewith as said Village shall deem necessary, is hereby established and shall exist for the benefit of the Village of Hazel Crest, so long as the failure of the Board of Directors to maintain such Common Areas shall continue.

SECTION 3. *Easements for Pedestrians and Non-Motor Driven Vehicles.* Declarant hereby declares and grants to the Owner or Owners of Lots, Commercial Units and Dwelling Units now or hereafter subject to that certain Declaration of Covenants, Conditions and Restrictions Relating to the Village West Association, Dated April 10, 1973, and Registered as Document LR 2687535 in the Office of the Registrar of Titles for Cook County, Illinois, and to the Residential Tenants and Commercial Tenants thereof, an easement for pedestrian purposes and for vehicles driven by manpower, on, over and across such portions of the Common Areas as are designated for such purposes by Declarant. Said easements are subject to the right of the Board of Directors of the Association to reasonably regulate the use thereof, and to change the location of said easements, so long as said substantive rights created herein are not reduced thereby.

SECTION 4. *Utility Easements.* The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public utilities serving the Properties are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Areas for the purpose of providing utility services to the Properties.

SECTION 5. *Extent of Easements.* All easements, restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration,

shall be deemed and taken to be covenants, running with the land and shall be deemed easements and covenants appurtenant, and shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Owner, purchaser, mortgagee or other persons having an interest in said land, or any part or portion thereof. Each Grantee of the Declarant, by the acceptance of a deed of conveyance, or each purchaser under a contract of purchase, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction rights, and powers created or reserved by this Declaration and shall be binding upon any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every document of conveyance. Reference in any such document of conveyance to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants and to bind the Grantee as though the provisions of the Declaration were fully recited and set forth in their entirety in such documents.

SECTION 6. *Title to the Common Areas.* The Declarant may retain the legal title to the Common Areas until such time as it has completed such improvements thereon as it may elect to make and until such time as, in the opinion of the Declarant, the Association is able to maintain the same but, notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it shall convey the Common Areas to the Association not later than January 1, 1978.

SECTION 7. *Extent of Members' Easements.* The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to prescribe regulations governing the use, operation and maintenance of the Common Areas (including limiting the number of guests of Members);

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the voting rights of any Member and to suspend the right of any Member to use any of the Common Areas or common facilities for any period during which any assessment against a Lot owned by such Member remains unpaid, and, for any period, not to exceed thirty (30) days for an infraction of its rules and regulations;

(c) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities on the Common Areas;

(d) Subject to approval by the affirmative vote of the Association's Members, as provided in Section 3 of Article III, the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and upon such conditions as may be agreed to by the Members.

(e) The right of Declarant, at any time prior to the conveyance of the Common Areas, as required in Section 5 of Article IV, to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for street or utility purposes or such other purposes as Declarant shall deem desirable and upon such conditions as Declarant may, in its sole discretion, deem desirable.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION 1. *Creation of the Lien and Personal Obligation for Assessments.* Each Owner of a Lot (by acceptance of a deed therefor or otherwise, whether or not it shall be so expressed in any such deed or other conveyance), hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association for each Lot owned (or to a mortgage company or other collection agency designated by the Association): (1) annual assessments or charges, to be paid in equal monthly installments due on the first day of each month of each year (hereinafter called "Monthly Payment Dates") or in such other installments as the Board of Directors of the Association shall elect; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time

to time as hereinafter provided. The annual assessments shall include the annual assessment levied against each Owner by the Village West Association (the "Master Association"), an Illinois not-for-profit corporation. The regular assessments thus collected by the Association, less the assessment levied by the Master Association, shall constitute the maintenance fund of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due.

SECTION 2. *Purpose of Assessments.* The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties, and in particular for the improvement and maintenance of Properties (including any properties situated in or about the Properties which the Village of Hazel Crest, Illinois, is obligated but fails to maintain), services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Areas and of the structures situated upon the Properties including, but not limited to, the payment of taxes on and for insurance in connection with the Common Areas and the repair, replacement and additions thereto; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas; for carrying out the duties of the Board of Directors of the Association as set forth in Article VI hereinafter; and for carrying out the purposes of the Association as stated in its Articles of Incorporation. Notwithstanding the above, however, the portion of the annual assessments levied by the Master Association and collected by the Association shall be paid by the Association to the Master Association for and on behalf of each Owner paying same, *provided, however*, that should the Master Association fail to maintain the areas dedicated to the use of its members by Section 3 of Article IV, above, then and in that event the Association may maintain the areas so dedicated and reimburse itself for the cost thereof from the funds collected by the Association on behalf of the Master Association.

SECTION 3. *Improvement and maintenance of the Common Areas Prior to Conveyance to the Association.* Until such time as the Declarant has conveyed all of the Common Areas to the Association (and thereafter as additional Common Areas are added hereunder and not conveyed to the Association), the Declarant shall have, at its election, the sole responsibility and duty of improving and maintaining the Common Areas (or such portion thereof that has not been conveyed to the Association), including, but not limited to, the payment of taxes on and for the insurance in connection with the Common Areas (or the portion thereof that has not been conveyed to the Association) and the repair, replacement and making of additions thereto, and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas. In this regard, and during such period, all assessments, both annual and special, collected by the Association (less such amounts otherwise required for the operation of the Association) shall be forthwith paid by the Association to Declarant, to the extent that such assessments are required by Declarant to improve and maintain the Common Areas pursuant to this Section 3. The Association shall rely upon a certificate executed and delivered by the Declarant or its authorized agent with respect to all amounts required by Declarant to improve and maintain the Common Areas hereunder. Any sums required by Declarant to improve and maintain the Common Areas, in excess of the assessments collected by the Association, shall be borne and paid exclusively by Declarant.

SECTION 4. *Basis and Amount of Annual Assessments.*

(a) Until the year beginning January 1, 1974, the monthly assessment shall be twenty dollars (\$20.00) per Lot, plus an amount equal to one-twelfth (1/12) of the annual assessment levied against each Lot by the Master Association.

(b) Commencing with the year beginning January 1, 1974, and each year thereafter, the Board of Directors, at its annual meeting next preceding such January 1, 1974, and each January 1 thereafter,

shall set the amount of the monthly assessment for the following year for each Lot, taking into consideration the current maintenance costs and the future needs of the Association.

SECTION 5. *Special Assessments for Capital Improvements.*

In addition to the annual assessments authorized by Section 4 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto; *provided that* any such assessment shall have the assent of the Members entitled to cast two-thirds ($\frac{2}{3}$) of the votes of the Members of the Association who are voting in person or by proxy at a meeting duly called for this purpose, as provided in Section 3 of Article III.

SECTION 6. *Uniform Rate of Assessment.* Both annual and special assessments must be fixed at a uniform rate for all Lots, except as set forth in Section 11 hereof.

SECTION 7. *Date of Commencement of Assessments: Due Dates.* The assessments provided for herein shall commence on the date fixed by the Board of Directors of the Association to be the date of commencement, and shall be payable monthly, in advance, on the first day of each month thereafter unless the Board of Directors of the Association shall elect otherwise; provided, however, that if the date of commencement falls on other than the first day of a month, the assessment for such month shall be prorated by the number of days remaining in the month. The due date or dates of any special assessment under Section 5 hereof, which shall be payable in installments, shall be fixed in the resolution authorizing such assessment.

SECTION 8. *Duties of the Board of Directors with Respect to Assessments.*

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every Owner subject thereto.

(c) The Board of Directors shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

SECTION 9. *Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; the Lien; Remedies of Association*

(a) If any assessment or any part thereof is not paid on the date(s) when due (being the dates specified in Section 7 of this Article), then the unpaid amount of such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot of the non-paying Owner which shall bind such Lot in the hands of the then Owner, his heirs, executors, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Areas or abandonment of his Lot.

(b) If any assessment or part thereof is not paid within thirty (30) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum

legal rate of interest, and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment or to foreclose the lien against the property subject thereto and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

SECTION 10. *Subordination of the Lien to Mortgages.*

The lien of the assessments provided for herein shall be subordinate and inferior to the lien of any mortgage or deed of trust now or hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale, whether public or private, of such property pursuant to the terms and conditions of any such mortgage or deed of trust; such unpaid assessments shall be deemed common expenses of the Association and shall be collectible from all of the Owners subject to assessment. Such sale shall not relieve such Lots from liability for the amount of any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

SECTION 11. *Exempt Property.* The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- (a) All Properties dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Areas as defined in Article I hereof.
- (c) All Lots owned by Declarant.

ARTICLE VI

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. *Powers and Duties.* The Board, for the benefit of the Properties and the Owners, shall provide, and shall pay for out of the maintenance fund provided for in Article V, Section I above the following:

- (a) Taxes and assessments, and other liens and encumbrances, which shall properly be assessed or charged against the Common Areas, rather than against the individual Owners.
- (b) Exterior maintenance on each Lot, including the improvements situated thereon, and the Common Areas, which shall include and be limited to (i) maintenance (including painting) of the exterior walls, fences, downspouts, gutters and roof of each structure, (ii) maintenance of streets and walks in Common Areas, (iii) snow removal from streets and walks in Common Areas, (iv) care of trees, shrubs and grass in Common Areas, and (v) repair and maintenance of all sewer and water services not dedicated to and maintained by the Village of Hazel Crest, Illinois; PROVIDED, that the term "exterior maintenance" as used herein shall expressly exclude all repairs and maintenance not specifically provided herein, such exclusion including but not limited to (i) all maintenance and repairs necessitated by fire, windstorm or other casualty, (ii) maintenance or repair of glass and glass surfaces, (iii) maintenance and repair of air conditioning and heating units; PROVIDED FURTHER, that in the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.
- (c) Care and preservation of the Common Areas and full maintenance of a utility service for the Common Areas, and the furnishing and upkeep of any desired personal property for use in the Common Areas.
- (d) The services of a person or firm to manage the Association or any separate portion thereof, to the extent deemed advisable by the Board, and the services of such other personnel as the Board

shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.

(e) Legal and accounting services.

(f) A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants), incident to the operation of the Association, in an amount not less than \$1,000,000 per occurrence, which policy or policies shall contain an endorsement providing that the rights of the named insureds shall not be prejudiced with respect to actions against other named insureds.

(g) Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(h) Such fidelity bonds as the Board may determine to be advisable.

(i) Any other material, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments including taxes or assessments assessed against an individual Owner or the Declarant which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its option shall be necessary or proper for the operation or protection of the Association or for the enforcement of this Declaration.

The Board shall have the following additional rights, powers and duties:

(j) To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas on behalf of all Owners.

(k) To borrow funds to pay costs of operation, secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

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

(m) To protect or defend the Common Areas from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(n) To make reasonable rules and regulations for the operation of the Common Areas and to amend them from time to time.

(o) To make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of one-tenth (1/10th) of the Members, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Member within thirty days after completion.

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

(q) To act and vote for and on behalf of the Owners with respect to maintenance, management and operation of the Master Association to the extent and in the manner that the Association is entitled to do so, including but not limited to the collection from each Member of all regular (and special, if the Board so elects) Assessments levied against him by the Master Association and the payment of such assessments so collected to the Master Association.

(r) To enforce the provisions of this Declaration and any rules made hereunder and to enjoin and seek damages from any Owner for violation of such provision or rules.

(s) To maintain those portions of the Common Area dedicated to the use of the Members of the Master Association by Section 3 of Article IV, above, in the event that the Master Association shall fail to maintain said areas, and to reimburse itself therefore, as provided in Section 2 of Article V, above.

SECTION 2. *Additional Powers of Board.* The Board may, at its option, perform such maintenance on the Lots, in addition to that required of it under Section 1 of this Article, as it shall deem desirable.

SECTION 3. *Board Powers, Exclusive.* The Board shall have the exclusive right to contract for all goods, services, and insurance, payment for which is to be made from the maintenance fund and the exclusive and obligation to perform the functions of the Board, except as otherwise provided herein.

SECTION 4. *Owner's Obligations to Repair.* Except for those portions of each Lot and the Properties which the Association is required to maintain or repair hereunder, each Owner shall, at his sole cost and expense, maintain and repair his Lot and the improvements situated thereon, keeping the same in good condition and repair. In the event that any Owner shall fail to maintain and repair his Lot and such improvements as required hereunder, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon; and each Owner (by acceptance of a deed for his Lot) hereby covenants and agrees to repay to the Association the cost thereof immediately upon demand, and the failure of any such Owner to pay the same shall carry with it the same consequences as the failure to pay any assessment hereunder when due.

ARTICLE VII

USE OF LOTS AND COMMON AREAS

The Lots, the improvements situated thereon, and the Common Areas shall be occupied and used as follows:

(a) Each Lot shall be used exclusively for residential purposes, and streets, garages, and parking spaces shall be used exclusively for the parking of passenger automobiles, except as otherwise provided in Section 5 of Article VIII hereafter.

(b) There shall be no obstruction of the Common Areas, nor shall anything be kept or stored in the Common Areas, nor shall anything be altered, or constructed or planted in, or removed from the Common Areas, without the written consent of the Board.

(c) No Owner shall permit anything to be done or kept on his Lot or in the Common Areas which will result in the cancellation of any insurance carried by the Association, or which would be in violation of any law. No waste shall be committed in the Common Areas.

(d) No animals, livestock or poultry shall be raised, bred or kept in any portion of the Properties except that dogs, cats or other household pets may be kept, but not for any commercial purposes, provided that they do not create a nuisance.

(e) No sign of any kind shall be displayed to the public view on or from any part of the Properties, without the prior consent of the Board, except signs temporarily used by Declarant in connection with development, promotion, sale, or lease of any lot.

(f) Nothing shall be done in any part of the Properties, nor shall any noxious or offensive activity be carried on nor shall any outside lighting or loudspeakers or other sound producing devices be used, which, in the judgment of the Board, may be or become an unreasonable annoyance or nuisance to the other Owners.

(g) No permanent attachments of any kind or character whatsoever (including, but not limited to, television and radio antennas) shall be made to the roof or exterior walls of any improvement situated on the Properties unless such attachments shall have been first submitted to and approved by the Architectural Control Committee hereinafter provided in Section 6 of Article VIII.

(h) Each Owner shall be liable to the Association for any damage to the Common Areas caused by the negligence or willful misconduct of the Owner or his family, guests, or invitees, to the extent that the damage shall not be covered by insurance.

(i) All Owners and occupants shall abide by any rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner determined by judicial action to have violated said rules and regulations shall be liable to the Association for all damages and costs, including attorneys' fees.

ARTICLE VIII

PROTECTIVE COVENANTS

SECTION 1. *Utilities.* Declarant hereby reserves for itself, its successors and assigns the right to grant easements for ingress and egress and for the installation, construction, maintenance, repair and replacement of utilities, which shall include but not be limited to sewer (sanitary and storm), gas, electricity, community antenna television lines, telephone and water lines, over, under and across the Common Areas for the benefit of the Properties. All conveyances by the Declarant to the Association of the Common Areas shall be made expressly subject to any such utility and storm sewer easements theretofore granted and to Declarant's right to grant easements or further easements as aforesaid. Declarant's right to grant easements over any portion of the Common Areas shall expire and terminate five (5) years from the date of this Declaration.

SECTION 2. Declarant hereby reserves for itself and each Owner an easement and right of overhang to overhang each Lot in the Properties and the Common Areas with the roof or balcony of any structure to be constructed on the Properties by Declarant as any such roof or balcony is originally constructed by Declarant, but not otherwise.

SECTION 3. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot and the improvements situated thereon in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as minimum inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

SECTION 4. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste of any nature shall not be kept on any part of the Properties except in sanitary containers.

SECTION 5. A motorboat, houseboat, or other similar water borne vehicle, trailer or similar vehicle, may be maintained, stored or kept on any portion of the Properties only if housed completely in a garage.

SECTION 6. Anything contained in the foregoing Sections of this Article to the contrary notwithstanding, no erection of buildings or exterior additions or alterations including, but not limited to painting or otherwise changing the color of any building situated upon any Lot, nor erection of or changes or additions in fences, hedges, plantings, walls and other structures shall be commenced, erected or maintained until (1) a preliminary sketch showing basic plan and general specifications of same shall have been submitted to and approved by an Architectural Committee (hereinafter called the "Committee"), appointed by the Board of Directors of the Association, and (2) the final plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance, and location in relation to surrounding structures and topography by the Committee, or by three (3) or more representatives appointed by the Committee; provided, however, that the provisions of this Section 6 shall not apply to buildings, structures, additions and alterations commenced, erected or maintained by Declarant. A copy of the approved plans and drawings shall be furnished by the Owner to the Committee and retained by the

Committee. The Committee, or its designated representatives, shall approve or disapprove such design and location within thirty (30) days after the said plans and specification have been submitted to it. The Committee shall consist of five (5) members, appointed by the Board, provided, however, that at all times prior to conveyance of the Common Areas by Declarant, in accordance with Section 5 of Article IV above, three (3) members of the Committee shall be selected by Declarant. Neither the members of the Committee nor its designated representatives shall be entitled to compensation for, or liable for damages, claims or causes of actions arising out of, services performed pursuant to this Article.

ARTICLE IX

PARTY WALLS

SECTION 1. *General Rules of Law to Apply.* Each wall which is built as a part of the original construction of the improvements upon the Properties and placed on the dividing line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. *Sharing of Repair and Maintenance.* The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who own the said party wall.

SECTION 3. *Destruction by Fire or Other Casualty.* If a party wall is destroyed or damaged by fire or other casualty, either Owner of such wall may restore it, and the other Owner shall contribute one-half (½) of the cost of restoration thereof without prejudice, however, to the right of either Owner to call for a larger contribution from the other under any rule of law regarding liability for negligence or willful acts or omissions.

SECTION 4. *Weatherproofing.* Notwithstanding any other provision of this Article, an Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. *Right to Contribution Runs With Land.* The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE X

GENERAL PROVISIONS

SECTION 1. The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association and the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, assigns, and beneficiaries, for a term of thirty (30) years from the date that this Declaration is recorded, after which time said Covenants, Conditions and Restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Members entitled to cast a majority of the votes of the Association has been registered, agreeing to abolish said Covenants, Conditions and Restrictions or to change said Covenants, Conditions and Restrictions in whole or in part; *provided, however*, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change; *provided, further*, that no such agreement to change shall be applicable to existing buildings on the Properties.

SECTION 2. Until such time as the first Lot is transferred by Declarant, Declarant, at its discretion may abolish or amend the Covenants, Conditions and Restrictions of this Declaration or change them in whole or in part.

SECTION 3. Except as provided in Section 1 and Section 2 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in

part, only with the consent of seventy-five percent (75%) of the Members of each class of membership of the Association, evidenced by a document in writing bearing each of their signatures.

SECTION 4. *Enforcement.* Enforcement of the Covenants and Restrictions of this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by this Declaration, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 5. *Severability.* Invalidation of any one of the Covenants, Conditions or Restrictions contained in this Declaration by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 6. *Headings.* The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

SECTION 7. *Trustee.* It is expressly understood and agreed anything to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the LaSALLE NATIONAL BANK, as Trustee, while in form purporting to be representations, covenants, undertakings and agreements of said LaSALLE NATIONAL BANK, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the LaSALLE NATIONAL BANK or for the purpose or with the intention of binding said LaSALLE NATIONAL BANK, personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said LaSALLE NATIONAL BANK not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the LaSALLE NATIONAL BANK or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said LaSALLE NATIONAL BANK as Trustee, in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto anything to the contrary notwithstanding that the Trustee will act only on the direction of the beneficiaries.

IN WITNESS WHEREOF, LaSALLE NATIONAL BANK, a national banking association, of Chicago, Illinois, as Trustee under Trust Agreement dated January 31, 1972, and known as Trust No. 43514, being the Declarant herein, has caused this instrument to be executed this 19th day of April, 1973.

LaSALLE NATIONAL BANK OF CHICAGO,
as Trustee under Trust Agreement dated January
31, 1972, and known as Trust No. 43514.

By G. B. MAXWELL /s/
 Asst. Vice President

ATTEST:

H. KEGEL /s/
Assistant Secretary

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, CATHERINE LAWSON, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that G. B. MAXWELL, Assistant Vice President of LA SALLE NATIONAL BANK, a national banking association, and H. KEGEL, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19th day of April, 1973.

By CATHERINE LAWSON /s/
Notary Public

My Commission Expires:

August 29, 1976

(SEAL)

CONSENT OF MORTGAGEE

Home Federal Savings and Loan Association of Chicago, Mortgagee under the following Mortgages on the Properties registered in the Office of the Registrar of Titles, Cook County, Illinois, hereby consents to the execution and registration of the within Declaration of Covenants, Conditions and Restrictions Relating to the Garden Court Townhouse Association and agrees that each of the said Mortgages is subject to the provisions of the said Declaration:

<u>Date of Mortgage</u>	<u>Document Number</u>
December 29, 1971	2600756
November 9, 1972	2665924
December 22, 1972	2668247
December 22, 1972	2668266
March 1, 1973	2678801

IN WITNESS WHEREOF, the said Home Federal Savings and Loan Association of Chicago has caused this instrument to be signed and sealed by its duly authorized officers on its behalf; all done at Chicago, Illinois, on this 19th day of April, 1973.

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

Attest:

By RICHARD E. WEINBERG /s/

MARION G. KUDLICK /s/

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, ESTHER F. BERKSON, a notary public in and for said County and State, do hereby certify that RICHARD E. WEINBERG and MARION G. KUDLICK, JR., Asst. Vice President and Assistant Secretary, respectively, of HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice President and Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Association, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 19th day of April, 1973.

My Commission Expires:

By ESTHER F. BERKSON /s/
Notary Public

September 29, 1975

(SEAL)

**EXHIBIT "A" TO THE
GARDEN COURT TOWNHOUSE ASSOCIATION
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

The following real property is hereby subjected to the Declaration:

Lots 1 Through 137, Inclusive In VILLAGE WEST CLUSTER 5, A Subdivision Of A Part Of A Parcel Of Land Being A Part Of The West Half Of The Northeast Quarter And The East Half Of The Northwest Quarter Of Section 2, Township 35 North, Range 13 East Of The Third Principal Meridian In Cook County, Illinois, As Shown On A Plat Of Subdivision Registered In The Office Of The Registrar Of Titles Of Cook County, Illinois On December 15, 1972, As Document Number 2665716.

Garden Court Townhouse Association

Hazel Crest, IL 60429

November 18, 2008

NOTICE TO HOMEOWNERS

RE: No-Rental Policy Adopted

This notice is to advise all homeowners that, as of November 18, 2008, the Declaration of Covenants, Conditions and Restrictions of the Garden Court Townhouse Association (the "Declaration") has hereby been officially amended to prohibit the rental of a residential unit by the owner of the property. Consequently, all homes must be occupied by only the owner of the unit and his or her immediate family.

Based on the approval of existing homeowners at the special meeting held on September 23, 2007, the Board of Directors then obtained the required number of signatures of the homeowners that were necessary to officially adopt this new policy. This amendment to the Garden Court "Declaration" was filed by Charles T. Ryan, Ltd., the Association's attorney, on November 18, 2008, and recorded in the Office of the Clerk of Cook County, Illinois.

In accordance with the attached copy of this "no-rental" amendment, each owner of a home currently rented shall submit a copy of the lease agreement to the EPI Realty and Management Company by December 31, 2008.

Any unit that is currently rented may be allowed to continue to be rented until either (1) one year from the above date, or (2) the move-out date of any existing tenant occupying the unit on the above date of this amendment, whichever is later.

To meet special situations or to avoid undue hardship, a unit owner may submit a written request to the Board of Directors to approve rental of a unit for a period of not less than six months or more than one year.

Local realtors will also be advised of this new no-rental policy, which will discourage any Garden Court homes from being advertised for rent or lease.

BOARD OF DIRECTORS
Garden Court Townhouse Association

Attachment: Copy of recorded amendment, dated November 18, 2008

Professionally Managed by:
EPI Realty & Management Co. Inc.
14032 South Kostner Avenue, Suite M • Crestwood, IL 60445 • (708) 396-1800 • Fax (708) 396-9831
E-Mail epimgm@ix.netcom.com

**FIRST
AMENDMENT TO THE
DECLARATION OF
COVENANTS,
CONDITIONS AND
RESTRICTIONS OF
THE GARDEN COURT
TOWNHOUSE
ASSOCIATION**



Doc#: 0832331033 Fee: \$390.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/18/2008 11:33 AM Pg: 1 of 178

This Area is For Recorder's Use Only

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GARDEN COURT TOWNHOUSE ASSOCIATION is made by the Board of Managers this 3rd day of October, 2008.

WITNESSETH:

We, the undersigned, duly qualified Board of Directors of Garden Court Townhouse Association, Inc., an Illinois not-for-profit corporation, in accordance with the provisions of Article X, Section 3 of a certain Declaration of Covenants Conditions and Restrictions of Garden Court Townhouse Association dated April 10, 1973, and recorded as document number 2687536 with the Cook County Recorder, as from time to time amended, affecting the real estate described on Rider A attached hereto and incorporated herein, hereby certify that the Unit Owners of Garden Court Townhouse Association, evidenced by a document signed by no less than 75% of the unit owners of the Association, approved the amendment to Article VII of the aforesaid Declaration by adding an additional paragraph (j), as follows:

(j) The renting or leasing of any unit is prohibited. Any language in the Declaration which conflicts with this provision shall be of no effect from and after the date this amendment to the Declaration is recorded, but any unit under written lease, not otherwise in violation of any provision of the Declaration or existing rules or regulations, on the effective date of this section shall be permitted to continue under lease for a period not to exceed the last to occur of (1) one year from the effective date of this amendment, or (2) the move-out date of any existing tenant occupying the premises on the effective date of this section.

1. Prohibition of Leasing. Notwithstanding any reference to leasing in the Declaration to the contrary, each Unit/Residence (hereinafter referred to as unit) Owner shall occupy and use such unit as a private dwelling for the Owner and her or his immediate family. To meet special situations and to avoid undue hardship or practical difficulties, the Board of Directors may, but is not required to, grant permission to a unit owner to lease her or his unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months or such other

reasonable term as the Board of Directors may establish. Such permission may be granted only upon the written application by the Unit Owner to the Board of Directors. The Board of Directors shall respond to each application in writing within thirty 30 days of the submission thereof. The Board of Directors has sole and complete discretion to approve or disapprove any unit owners application for a lease. The decision of the board of Directors shall be final and binding.

2. In the event the owner of record is a land trust, the holder or holders of the beneficial interest of the land trust shall be deemed to be the owner for purposes of this Section.

3. In the event there is more than one owner of record, only one such owner shall be required to occupy the unit as required herein.

4. An owner shall provide to the Association a copy of every lease and renewal thereof entered into by the unit owner and any such other information which the Board may reasonably request for the lessee within fourteen (14) days of the date of the lease.

5. In the event of a violation of this Section, in addition to or in lieu of the Enforcement provisions set forth in the Declaration, the Association may take whatever other or additional steps it deems appropriate, including, but not limited to, the following:

- i) Levying a fine and/or assessment against the unit owner of not less than \$25.00 per day while the violation continues.
- ii) Eviction of the tenant after serving the tenant with a demand for possession by delivering a copy thereof to the tenant, or by leaving such a copy thereof with some person of the age of thirteen (13) years or upwards, residing on, or being in charge of the premises. Said notice shall give the tenant thirty (30) days to vacate the premises.

6. The owner shall be responsible for all attorney's fees and costs incurred by the Association in enforcing the terms of this Section.

7. In the event of a conflict between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

8. The attached and executed documents totaling 87 pages, signed by the various unit owners of the Association and indicating their approval of this Amendment, are hereby specifically incorporated into and made a part of this Amendment.