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DECLARATION OF  
CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR

"THE PARK OF RIVER OAKS CONDOMINIUM NO. 1B"

TABLE OF CONTENTS

FOR  
DECLARATION OF CONDOMINIUM OWNERSHIP  
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	<u>PAGE</u>
ARTICLE I - <u>Definitions</u> . . . . .	2
ARTICLE II - <u>Units:</u>	3
1. Description and Ownership . . . . .	4
2. Survey Amendments . . . . .	4
3. Certain Structures not Constituting Part of a Unit . . . . .	4
ARTICLE III - <u>Common Elements:</u>	4
1. Description . . . . .	5
2. Ownership of Common Elements . . . . .	5
ARTICLE IV - <u>General Provisions as to Units                     and Common Elements:</u>	
1. Submission of Property to "Condominium Property Act" . . . . .	5
2. No Severance of Ownership . . . . .	5
3. Easements . . . . .	5
(a) Encroachments . . . . .	6
(b) Utility Easements . . . . .	6
(c) Balconies and Patios . . . . .	6
(d) Storage Area . . . . .	7
(e) Parking Spaces . . . . .	8
(f) Party Wall . . . . .	8
(g) Access Easement for Adjoining Condominiums . . . . .	8
(h) Easements to Run with Land . . . . .	8
ARTICLE V - <u>Administration:</u>	
1. Administration of Property . . . . .	8
2. Organization . . . . .	9
3. Voting Rights . . . . .	9
4. Meetings . . . . .	9
(a) Place and Quorum . . . . .	10
(b) Annual Meeting . . . . .	10
(c) Special Meetings . . . . .	10
5. Notices of Meetings . . . . .	11
6. Board of Managers (Board of Directors) . . . . .	12
7. General Powers of the Board . . . . .	17
8. Liability of the Board of Managers . . . . .	17
ARTICLE VI - <u>Assessment Maintenance Fund</u> . . . . .	17

ARTICLE I

Definitions

Declaration:

This instrument by which the property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration as from time to time amended.

Act:

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

Parcel:

The entire tract of real estate above described.

Building:

The building located on the Parcel containing the Units as more specifically hereafter described in Article II.

Property:

All the land, property and space comprising the Parcel, all improvements and structures contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.

Unit:

A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.

Common Elements:

All portions of the Property except the Units.

Unit Ownership:

A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

Parking Space:

A part of the Common Elements designed and intended for the parking of a single automobile.

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

Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

Occupant: Person or persons, other than an Owner, in possession of a Unit.

Developer: River Oaks West Development Co., a joint venture, the sole beneficiary of Trust No. 21073.

The Park of River Oaks Homeowners Declaration: Declaration of Covenants, Conditions, Restrictions and Easements for The Park of River Oaks Homeowners Association, hereinafter referred to as the "Homeowners Association", an Illinois not-for-profit corporation.

## ARTICLE II

### Units

1. Description and Ownership. All Units in the Building located on the Parcel and delineated on the surveys attached hereto as Exhibit "A" are made a part of this Declaration and are legally described as follows:

Units 227 through 250, 252, 327 through 350, 352, 427 through 450, 452, 527 through 550, 552, 627 through 650, 652, PH A-27, PH C-28, PH B-29, PH C-30, PH B-31, PH B-32, PH B-33, PH C-34, PH B-35, PH B-36, PH B-37, PH B-38, PH B-39, PH C-40, PH B-41, PH A-42, PH B-43, PH C-44, PH B-45, PH C-46, PH B-47, PH A-48, PH B-49, PH B-50, and PH B-52, as delineated on survey of Lot 3, in River Oaks West Unit No. 1, being a Subdivision of part of the Northwest Quarter of Section 24 and that part of Lot 1 lying North of the Little Calumet River in the Subdivision of the Southwest Quarter of Section 24, all in Township 36 North, Range 14, East of the Third Principal Meridian according to the Plat thereof recorded November 8, 1971 as Document No. 21704184, in Cook County, Illinois, which survey is attached as Exhibit "A" to Declaration of Condominium Ownership made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO as Trustee under Trust No. 21073, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A". The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown in Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

2. Survey Amendments. It is understood that when Exhibit "A" was prepared the Building located on the Parcel was substantially, but not wholly, completed, and since the structural components of the Building constituting all the Unit boundaries were not then in place, the Trustee reserves the right to and shall cause to be recorded from time to time until all of said structural components are in place, an amended survey or surveys showing the actual locations and dimensions of the boundaries of those Units in the Building that are completed after the date Exhibit "A" was prepared. Whenever in this Declaration the term "survey", "surveys", or Exhibit "A" appears, it shall be deemed to include such amended survey or surveys as shall be hereafter recorded pursuant to this paragraph.

3. Certain Structures Not Constituting Part of a Unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

### ARTICLE III

#### Common Elements

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, elevators, halls, lobbies, corridors, storage areas, entrances and exits, balconies, patios, Parking Spaces, basement, roof, structural parts of the Building, garage, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

2. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Each Unit's corresponding percentage of ownership in the Common Elements has been determined by the Trustee to be as set forth in Exhibit "B" attached hereto and may not be changed without unanimous approval of all Owners.

#### ARTICLE IV

##### General Provisions as to Units and Common Elements.

1. Submission of Property to "Condominium Property Act." The Property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois, and shall be known as "The Park of River Oaks Condominium No. 1B".

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

3. Easements.

(a) Encroachments. In the event that, by reason of the construction, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building

shall remain standing, provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

(b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company, and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, including housings for such equipment, into and through the Common Elements for the purpose of providing utility services to the Property. In addition, an easement for the benefit of Lots 2, 4, 5 and 6 in said River Oaks West Unit No. 1 is declared to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, including housings for such equipment, into and through the garage and other portions of the Common Elements for the purpose of providing electricity and other utility services to said Lots 2, 4, 5 and 6.

(c) Balconies and Patios. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony and patio adjoining the Unit; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter such balcony or patio in any manner contrary to such rules and regulations as may be established by the Board of Managers, as herein-after provided, unless he shall first obtain the written consent of said Board so to do.

(d) Storage Area. Any storage area in the Building outside of the respective Units shall be part of the Common Elements, and the exclusive use and possession of such area shall be allocated among the respective Owners in such manner and subject to such rules and regulations as the Developer or the Board may prescribe. Each Owner shall be responsible for his personal property in the storage area. Neither the Board of Managers nor the Association shall be considered the bailee of such personal property, nor shall either be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Managers and/or the Association.

(e) Parking Spaces. The Developer shall assign to each Unit the perpetual and exclusive use of a specific Parking Space, which use shall be appurtenant and pass with the title to the Unit to which such Parking Space is assigned. Each Unit Owner shall have the exclusive right, without a fee, to use the Parking Space so assigned to his Unit. In addition, notwithstanding anything in this Declaration to the contrary, the Trustee in its discretion may, as long as it owns one or more Units, assign and grant to individual Unit Owners, perpetual and exclusive use of one or more additional Parking Spaces not otherwise assigned to a Unit, the use of which shall be appurtenant and pass with the title to such Unit although not expressly mentioned in documents passing title to the Unit. The use of all Parking Spaces shall be subject to the terms of this Declaration and such rules and regulations as the Board may adopt. When the Trustee ceases to own any Units, the Board shall pay from funds collected through assessments as provided in this Declaration, \$1,500.00 to the Trustee for each remaining unassigned Parking Space and upon such payment all rights of the Trustee to such unassigned Parking Spaces shall cease and terminate. Thereafter the Board shall have the power to grant the use of such unassigned Parking Spaces to Owners or to such other persons and upon such terms and conditions as the Board shall determine. Each Owner to whom the Trustee assigns and grants the perpetual and exclusive use of one or more additional Parking Space, be liable for the assessment as provided in subparagraph (a)(ii) of Article VI and such assessment shall be a lien and enforceable in the same manner as other assessments pursuant to subparagraph (g) of Article VI. Notwithstanding the foregoing, each Unit Owner may grant a license to any other Unit Owner, but to no one else, to use any Parking Space appurtenant to his Unit, provided that such license shall in no event extend beyond the time the Owner granting such license ceases to be the Owner of such Unit. If any such license is granted by an Owner, such license agreement shall be in writing and a copy thereof, executed by the Owner and the licensee, shall be furnished to the Board, and the licensee thereunder shall be bound by and subject to all of the obligations of the Owner with respect to such Parking Space as provided in this Declaration, and the rules and regulations that may be adopted by the Board; provided, however, that the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Parking Space. Each Owner or licensee of an Owner shall be responsible for his automobile and other personal property in the garage. Neither the Board of Managers nor the Association shall be considered the bailee of such automobiles or personal property, nor shall either be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Managers and/or the Association.



(f) Party Walls. A party wall is hereby declared and designated as to those portions of the walls of the Building which are shared in common with the adjoining condominium apartment building built on Lot 2 in said River Oaks West Unit No. 1 Subdivision (which premises are hereinafter called Condominium 1A).

(g) Access Easement for Adjoining Condominium. The owners and occupants of Condominium 1A are hereby granted an easement, as long as both of said buildings shall stand, of ingress and egress into and through, and the right to use, the lobbies, entrances, halls, exits, elevators, stairways, corridors and other pedestrian passageways in the Common Elements of the Building for the purpose of providing access between and through both of said buildings and to and from their respective apartments, subject to reasonable rules and regulations as may be established by the Board of Managers, it being understood that similar easements for the benefit of the Owners and Occupants of this Building have been granted in the declaration for Condominium 1A.

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

## ARTICLE V

### Administration

1. Administration of Property. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Owners or a spouse of an Owner and shall reside on the Property; 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 officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, if such person resides on the Property; provided further that a Board member nominated by the Trustee or the Developer need not reside on the Property.

2. Organization. The Trustee, upon the sale of one or more Units, and prior to the election of the first Board of Managers, and the Board of Managers at any time thereafter, may cause to be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called "The Park of River Oaks Condominium No. 1B" or a name similar thereto, and in such event, such corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act. Upon the formation of such Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership therein.

3. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as the "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at a meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. Except as otherwise required by the terms of this Declaration or the Act, the total number of votes of all voting members shall be 150, and each Owner or group of Owners shall be entitled to one vote per Unit. The Trustee or the Developer, as the sole beneficiary of said Trust No. 21073, shall be the voting member with respect to any Unit Ownership owned by the Trustee.

4. Meetings.

(a) Place and Quorum. Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members for at least 51% of the number of Units shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members for at least 51% of the number of Units represented.

(b) Annual Meeting. The initial meeting of the voting members shall be held upon ten (10) days' written notice given by the Trustee or the Developer. Such written notice may be given at any time after at least 51% of the Units are occupied but must be given not later than thirty (30) days after all of the Units are occupied. Thereafter, there shall be an annual meeting of the voting members on the third Tuesday of February following such initial meeting and on the third Tuesday of February of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members for at least one-fourth (1/4) of the number of Units and delivered not less than ten (10) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

5. Notices of Meetings. 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 Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

6. Board of Managers (Board of Directors).

(a) At the initial meeting the voting members shall elect a Board of Managers. In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting the five (5) Board members shall be elected. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years, and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members for at least two-thirds (2/3) of the number of Units may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of the Board Members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

Duplication

(c) Any Board member may be removed from office by affirmative vote of the voting members for at least two-thirds (2/3) of the number of Units, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

7. General Powers of the Board. The Board for the benefit of all the Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, professional management fees, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units, written in the name of, and the proceeds thereof shall be payable to, the Members of the Board, as trustees for each of the Owners in the percentages established in Exhibit "B". Prior to obtaining any such policy or policies of insurance, or any renewal thereof, except for the initial policy or policies obtained by the Developer, the Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board.

All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of each mortgagee of each Unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the owners elect to sell the Property or remove the property from the provisions of the Act,

(4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the Trustee, the Developer, the managing agent, if any, their respective employees and agents, and Owners and Occupants and (6) shall contain a "Replacement Cost Endorsement".

The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00, the Board upon written demand of the mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be common expenses.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein or in any mortgage contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building, provided, however, that if the Board or the corporate trustee fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and the mortgagee or mortgagees are required to avail themselves of their rights under the standard mortgage clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees. All insurance contracts should be required to contain a waiver of subrogation with respect to the Board and the Association, its employees, Unit Owners and members of their household and mortgagees; or these parties should be named as additional insureds.

(c) Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Owners including the Trustee individually and as Trustee as aforesaid, from any liability in connection with the Common Elements or the streets, sidewalks and public spaces adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) The services of any person or firm employed by the Board. The Board, at the discretion of the voting members having a majority of the total votes, may employ the services of any person or firm to act on behalf of the Owners in connection with real estate taxes and special assessments on the Unit Ownerships. The cost of such services shall be common expenses.

(f) Unless provided for in The Park of River Oaks Homeowners Association, an Illinois not-for-profit corporation, pursuant to the provisions of the recorded Declaration relating thereto, hereinafter referred to in Paragraph (h) of Article VI, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the hallway and balcony doors appurtenant thereto, the windows appurtenant to the Units or the individual heating and air-conditioning equipment that service only one Unit, including, without limitation, individual control and air distribution devices and interconnecting lines, whether located in the Unit or in the Common Elements adjoining each Unit, all of which the respective Owners shall, at their sole cost and expense, paint, clean, decorate, maintain, repair and replace) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium apartment building or for the enforcement of these restrictions.

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

(i) Maintenance and repair of any Unit or the heating or air-conditioning units servicing that Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

(j) The Board or its agents upon reasonable notice or, in the case of an emergency, without notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. The Board or its agent may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the voting members for at least two-thirds (2/3) of the number of Units.

(l) 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 Treasurer and countersigned by the President of the Board.



(m) The Board, by vote of at least three-fourths (3/4) of the Board members, and without approval from any of the voting members except as hereinafter set forth, may 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 the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and the entire Property shall at all times be maintained subject to such rules and regulations. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection thereto then such rule and regulation shall be deemed rescinded until approved by the voting members for at least two-thirds (2/3) of the number of Units.

(n) The Developer shall engage the initial management organization under a contract expiring not later than five (5) years after the first Unit becomes occupied, which contract shall be binding upon and inure to the benefit of the Association. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(o) The Board may elect to have the cost of any or all of the goods and services described in subsections (a) and (e) above, assessed specially to each Owner in proportion to his use of or benefit from such goods and services.

(p) Prior to the election of the first Board, the Developer, acting as the Board of Managers on behalf of all the Owners, shall have the authority to lease or to grant licenses or concessions with respect to any part of the Common Elements for terms of up to 10 years subject to the terms of this Declaration. Upon election of the first Board and thereafter, the Board by vote of at least two-thirds of the persons on the Board shall have the same authority as aforesaid.

(q) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

8. Liability of the Board of Managers. The members of the Board of Managers, the Trustee and the Developer 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 as such Board members or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers, the Trustee and the Developer against all contractual liability to others arising out of contracts made by the Board of Managers, the Trustee or the Developer on behalf of the Owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers, the Trustee or the Developer, or out of the aforesaid indemnity in favor of the members of the Board of Managers, the Trustee and the Developer, shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every agreement made by the Board of Managers, Trustee, Developer or by the managing agent on behalf of the Owners shall provide that the members of the Board of Managers, Trustee, Developer or the managing agent, as the case may be, are acting only as agent for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to that percentage of the total liability thereunder equal to his percentage of ownership in the Common Elements.

#### ARTICLE VI

##### Assessment-Maintenance Fund

(a) (1) Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, and for the share of costs and expenses in connection with the party walls and areas in the adjoining apartment building to be borne by the Owners of the Building, as provided in paragraph 13 of Article XIII, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15 notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1 of the ensuing year and the first of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before April 1 of each calendar year following the initial meeting, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over and short of the actual expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the

Common Elements, to the next monthly installments due from Owners under the current year's estimate, until exhausted, and one-third (1/3) of any net shortage shall be added, according to each Owner's percentage of ownership in the Common Elements, to the installments due in each of the succeeding three (3) months after rendering of the account.

(11) Notwithstanding the provisions in subparagraph (a) (1) above, each Unit Owner's share of the "estimated cash requirement" and of the actual expenses for the preceding calendar year shall be determined in such manner so that each Owner to whom, pursuant to Paragraph 3 (e) of Article IV, the Trustee assigns the perpetual and exclusive use of one or more additional Parking Spaces shall, as to each such additional Parking Space, be assessed and pay the Association \$2.00 per month. The amounts so paid to the Association shall first be deducted from the expenses actually incurred and paid for the preceding year and the balance of the actual expenditures together with the reserves, shall then be allocated among the Unit Owners according to each Owner's percentage ownership in the Common Elements, as provided in said subparagraph (a) (1).

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(c) When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (a) of this Article.

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

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

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit B.

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amounts due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. 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 Unit Ownership of the Owner involved when payable and may be foreclosed by any action brought in the names of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance, company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed to a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

(h) The Board shall also bill and assess each Owner monthly (or at less frequent intervals if it so determines), his share of any assessment owed to The Park of River Oaks Homeowners Association, an Illinois not-for-profit corporation, pursuant to the Declaration of such association. All Owners are members of such association as more specifically set forth in the Declaration relating thereto which has been or prior to recording of this Declaration will be recorded in the office of the Recorder of Deeds, Cook County, Illinois. Each such assessment billed to an Owner, in addition to becoming a lien and being enforceable by said association as provided in its Declaration and by-laws, shall become due and payable as the Board determines and shall become a lien and be enforceable in the same manner as provided in subparagraph (g) above. Any assessment collected for said association shall be forwarded to said association or to such agent as they shall designate.

(i) Notwithstanding anything herein to the contrary, the Trustee shall be assessed, according to the aggregate percentage of ownership in the Common Elements for all Units it owns that are not occupied, only for that portion of the "estimated cash requirement" that relates to the estimated costs and expenses that will be required irrespective of the number of Units occupied, excluding from such estimate by way of illustration and not limitation, the cost of water and garbage collection, and also excluding any reserves for contingencies and replacements. The Trustee's ultimate liability for maintenance expenses actually incurred and paid under subparagraph (a) of this Article VI, and for extraordinary expenditures under subparagraph (b) of this Article VI, shall be similarly computed.

(j) Amendments to this Article VI shall only be effective upon unanimous written consent of the Owners, and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

## ARTICLE VII

### Covenants and Restrictions as to Use and Occupancy

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

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to decorate, maintain and keep in good order and repair his own Unit.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use; without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

(e) Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board.

(f) The use and the covering of the interior surfaces of the glass doors and windows appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board; provided, however, that the exterior lining or surface of the draperies, shades or other covering items visible from the exterior shall be white.

(g) In order to enhance the soundproofing of the Building, the floors for all occupied Units shall be carpeted, except it shall not be necessary to carpet the kitchen, bathrooms, closets, foyer or within one foot from any wall. No type of washer or dryer or other laundry equipment shall be installed in any Unit.

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

(i) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

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

(k) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(l) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in the common storage area that may be designated for that purpose, and balcony and sun deck areas may be used for their intended purposes.

(m) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(n) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. Notwithstanding the foregoing or the provisions in paragraph (n) of this Article VII, the right is reserved by the Developer, or its agents, to place and maintain on the Property until the sale of the last Unit in the Building and in such other portion of The Park of River Oaks or adjoining parcels that may be developed by the Developer, model apartments, a sales office, advertising signs or banners, and lighting in connection therewith at such locations and in such forms as the Developer shall determine. There is also reserved to the Developer, its agents and prospective Unit purchasers, the right of ingress and egress in and through the Common Elements for such sales purposes and during construction of the Building by the Developer, the right of ingress and egress in and through the Common Elements in connection with such construction.

(o) After completion of construction of the Building, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

(p) The Unit restrictions in paragraphs (a) and (m) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business records or accounts therein; or (c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (m) of this Article VII.

ARTICLE VIII

Sale, Leasing or Other Alienation

1. Sale or Lease. Any Owner other than the Trustee who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than sixty (60) days' prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of sixty (60) days following the date of receipt of such notice. If said option is not exercised by the Board within said sixty (60) days, the Owner (or lessee) may, at the expiration of said sixty (60)-day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sub-lease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

2. Gift. Any Owner other than the Trustee who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after date of receipt by it of written notice of such determination of fair market value.



3. Devise. In the event any Owner dies leaving a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt of it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

#### 4. Involuntary Sale.

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' written notice to the Board of his intention to do so, whereupon members of the Board acting on behalf of the other Owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30)-day period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI hereof.

5. Exercise of Option. The Board, by the affirmative vote of at least three-fourths (3/4) of the Board Members, and upon not less than fifteen (15) days' prior written notice thereof to all the Owners, may exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein. The Board or its duly authorized representative, acting on behalf of the Owners, by the affirmative vote of at least three-fourths (3/4) of the Board members, and upon not less than fifteen (15) days' prior written notice thereof to all the Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court. The written notice to all the Owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein. If within said fifteen (15) days the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection to any such action by the Board, then such option shall be deemed released and shall not be exercised by the Board. The Unit Ownership or interest therein which is subject to such option may thereupon be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

6. Release or Waiver of Option. Upon the written consent of at least one-third (1/3) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be furnished by any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

8. Financing of Purchase Under Option.

(a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is

insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article VI hereof.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

9. Title to Acquired Interest. Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8 (a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2, and 3 of this Article VIII shall not apply to any sale, lease, gift, devise or other transfer by the Trustee, or between co-Owners of the same Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful child of the Owner, or any one or more of them. For purposes of this Article VIII, unless otherwise specifically provided herein the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

## ARTICLE IX

### Damage or Destruction and Restoration of Building

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair

or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B", after first paying out of the share of each Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

2. Insufficient Insurance. In the event the Property or the improvements thereon so damaged or destroyed are not insured against the peril causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration, or reconstruction, and the Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction, then the provisions of the Act in such event shall apply.

3. Extent of Repair, Restoration or Reconstruction. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

## ARTICLE X

### Sale of the Property

The Owners by affirmative vote of a least 75% of the undivided ownership of the Common Elements, at a meeting duly called for such purpose may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 2 of Article XIII of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of

his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owners. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, the two so selected shall select a third, and the fair market value, so determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

## ARTICLE XI

### Remedies for Breach of Covenants, Restrictions and Regulations

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

2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall recur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of

the defaulting Owner or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that the right title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale and all such items shall be taxed against the defaulting Owner in said decree. Any balance of the proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit Ownership, and the decree shall provide that the purchaser shall take the interest in the Property sold subject to this Declaration.

## ARTICLE XII

### Annexing Additional Property

The Trustee and Developer reserve the right, within ten (10) years of the date of the recording of this Declaration, to annex and add to the Parcel and Property and thereby add to the condominium created by this Declaration, the following described real property:

That part of Lot 2 in River Oaks West Unit No. 1, being a Subdivision of part of the Northwest Quarter of Section 24 and that part of Lot 1 lying North of the Little Calumet River in the Subdivision of the Southwest Quarter of Section 24, all in Township 36 North, Range 14, East of the Third Principal Meridian, lying above a horizontal plane drawn at an elevation of 609.13 (U.S.C.S. Datum referenced to a bench mark being the brass plug at centerline of intersection of 159th Street and Paxton Avenue - Elevation = 601.02) bounded and described as follows: Commencing in the Southwest corner of said Lot 2; thence North 18°15'08" West 29 feet along the West line of said Lot 2; thence North 71°44'52" East 34.37 feet; thence South 18°15'08" East 29 feet to the South line of said Lot 2; thence South 71°44'52" West 34.37 feet, to the place of beginning, all in Cook County, Illinois.

hereinafter referred to as the "Additional Property". No rights of any character whatever within the Additional Property shall, by reason of this Article XII, attach to any Owner unless an amendment to the Declaration (the Amendment) is recorded annexing and adding the Additional Property to this Declaration as part of the condominium created by this Declaration.

Each Owner of a Unit, by acceptance of a deed thereto, further acknowledges, consents and agrees, as to the Amendment that may be recorded as follows:

(a) The portion of the Additional Property described in the recorded Amendment shall be governed in all respects by the provisions of this Declaration.

(b) The major portion of the Additional Property on floors 2, 3, 4, 5, 6 and 7 shall be added to and become a part of Units 228, 328, 428, 528, 628 and PHC-28, respectively, and the balance of the Additional Property shall be added to and become a part of the Common Elements.

(c) Notwithstanding the foregoing, the percentage of ownership in the Common Elements appurtenant to each of said Units and to each of the remaining Units shall remain as set forth on Exhibit B.

(d) The percentage of the ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by such recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements, and the ownership of any such Unit and lien of any such mortgage shall automatically include and attach to such additional Common Elements as the Amendment is recorded.

(e) Each Owner shall have a perpetual easement, appurtenant to his Unit, for the use of any additional Common Elements annexed thereto by and described in the recorded Amendment for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units as may be provided in the Amendment.

(f) Each Owner, by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and the Amendment is and shall be deemed to be in accordance with the Act.

(g) The Trustee and Developer reserve the right to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Article XII to comply with the Act as it may be amended from time to time.

(h) All deeds and mortgages of the Units and Common Elements shall be deemed to include any additional Common Elements that may be added pursuant to the foregoing.

### ARTICLE XIII

#### General Provisions

1. Until such time as the Board of Managers provided for in this Declaration is formed, the Trustee or the Developer may, but neither shall be required to, exercise any of the powers, rights, duties and functions of the Board.

2. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust deed.

3. Notices provided for in this Declaration and in the Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be at 200 Park Avenue, Calumet City, Illinois, (indicating thereon the number of the respective Unit if addressed to an Owner) or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or the Association.

United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to an Owner, when deposited in his mailbox in the Building.

4. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

5. Each grantee of the Trustee, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Condominium Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

7. Except as provided in Article XII, the provisions of Article II, Article III, Article IV, Article VI, paragraphs (b) and (n) of Article VII, paragraph 5 of Article VIII, Article XII and this paragraph 7 of Article XIII of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, and the Owners of at least three-fourths of the number of Units and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.



8. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

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

10. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium.

11. In the event title to any Unit Ownership is conveyed to a land titleholding trust under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No 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 the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

12. Notwithstanding any right, power, or authority given to the Board or any Owner or anything else in this Declaration to the contrary, no structure shall be commenced, erected or maintained upon the Parcel, and no antenna, awning or any other exterior addition to, or change or alteration therein be made, affixed to or placed upon the exterior of the Building or any other improvement or structure situated on the Parcel unless there has been approval or compliance as provided in the aforementioned Declaration for The Park of River Oaks Homeowners Association.

13. Notwithstanding anything herein to the contrary, from and after the election of the first Board of Managers for Condominium 1B, the Owners of Condominium 1B shall pay 150/312ths and the owners of Condominium 1A shall pay 162/312ths of (1) the cost of electricity for the Common Elements of the two condominiums as recorded on the meters that are located in the portion of Condominium 1A designated as Core #4 on Sheet 2 of Exhibit "A" to the Declaration of Condominium

amended; (ii) the cost of operating, maintaining, decorating, repairing and replacing Core #4 and all the equipment and facilities therein; and (iii) the cost of maintaining, decorating, repairing and replacing the locker room and toilet facilities located within the garage in Condominium 1A as depicted on said Sheet 2 of Exhibit A referred to in (i) above, which facilities shall be utilized by janitorial and other service personnel who perform services for Condominiums 1A and 1B.

14. It is understood that real estate taxes are to be separately assessed against each Unit and the Owner's corresponding percentage of ownership in the Common Elements as provided in the Act. In the event that for any year such taxes are not so separately assessed, but are assessed against the Property as a whole, each Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

15. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee 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 Trustee 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 American National Bank and Trust Company of Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenants, undertaking or agreement of the said 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, the said 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 by these presents by its Assistant Vice President and attested by its Assistant Secretary this                      day of April 1972.

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
as Trustee and not individually

By \_\_\_\_\_  
Assistant Vice President

ATTEST:

\_\_\_\_\_  
Assistant Secretary

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that \_\_\_\_\_, Assistant Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and \_\_\_\_\_, 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 purpose 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 Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of April 1972.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires:  
\_\_\_\_\_

EXHIBIT "E" TO DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR THE PARK OF RIVER OAKS CONDOMINIUM NO. 1B

UNIT NUMBER	PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT NUMBER	PERCENTAGE INTEREST IN COMMON ELEMENTS	UNIT NUMBER	PERCENTAGE INTEREST IN COMMON ELEMENTS
227-----	.52	427-----	.52	627-----	.54
228-----	.72	428-----	.76	628-----	.78
229-----	.65	429-----	.65	629-----	.66
230-----	.72	430-----	.76	630-----	.78
231-----	.65	431-----	.65	631-----	.66
232-----	.62	432-----	.66	632-----	.67
233-----	.65	433-----	.65	633-----	.66
234-----	.72	434-----	.76	634-----	.78
235-----	.65	435-----	.65	635-----	.66
236-----	.62	436-----	.66	636-----	.67
237-----	.65	437-----	.65	637-----	.66
238-----	.62	438-----	.66	638-----	.67
239-----	.65	439-----	.65	639-----	.66
240-----	.72	440-----	.76	640-----	.78
241-----	.65	441-----	.65	641-----	.66
242-----	.50	442-----	.53	642-----	.55
243-----	.65	443-----	.65	643-----	.66
244-----	.72	444-----	.76	644-----	.78
245-----	.65	445-----	.65	645-----	.66
246-----	.72	446-----	.76	646-----	.78
247-----	.65	447-----	.65	647-----	.66
248-----	.50	448-----	.53	648-----	.55
249-----	.65	449-----	.65	649-----	.66
250-----	.62	450-----	.66	650-----	.67
252-----	.62	452-----	.66	652-----	.67
327-----	.51	527-----	.53	PH A-27-----	.56
328-----	.74	528-----	.77	PH C-28-----	.80
329-----	.63	529-----	.66	PH B-29-----	.68
330-----	.74	530-----	.77	PH C-30-----	.80
331-----	.63	531-----	.66	PH B-31-----	.68
332-----	.64	532-----	.67	PH B-32-----	.69
333-----	.63	533-----	.66	PH B-33-----	.68
334-----	.74	534-----	.77	PH C-34-----	.80
335-----	.63	535-----	.66	PH B-35-----	.68
336-----	.64	536-----	.67	PH B-36-----	.69
337-----	.63	537-----	.66	PH B-37-----	.68
338-----	.64	538-----	.67	PH B-38-----	.69
339-----	.63	539-----	.66	PH B-39-----	.68
340-----	.74	540-----	.77	PH C-40-----	.80
341-----	.63	541-----	.66	PH B-41-----	.68
342-----	.52	542-----	.54	PH A-42-----	.57
343-----	.63	543-----	.66	PH B-43-----	.68
344-----	.74	544-----	.77	PH C-44-----	.80
345-----	.63	545-----	.66	PH B-45-----	.68
346-----	.74	546-----	.77	PH C-46-----	.80
347-----	.63	547-----	.66	PH B-47-----	.68
348-----	.52	548-----	.54	PH A-48-----	.57
349-----	.63	549-----	.66	PH B-49-----	.68
350-----	.64	550-----	.67	PH B-50-----	.69
352-----	.64	552-----	.67	PH B-52-----	.69