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Declaration of Condominium Ownership
for
Sunville Court

Now Known as Austin Courts
Condominium Association

Notary Public
State of Illinois
No. 1731
[Signature]
Chicago, IL

This Document Prepared

By

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Declaration of Condominium Ownership

for

Sunville Court

THIS DECLARATION made and entered into by Northwest National Bank of Chicago, a Corporation of Illinois, as trustee, under the provisions of a Trust Agreement dated the 3rd. day of July, 1974 known as Trust Number 1974, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the record owner of a certain parcel of real estate in the County of Lake, State of Illinois, legally described as follows:

The Southerly 10 feet of Lot 11 and all of Lots 12 through 20 (except the West 7 feet thereof) in Copeland Manor South, being a Subdivision in Sections 21 and 22 Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded April 19, 1926 as document 277293, in Book "P" of Plats, pages 20 and 21, in Lake County, Illinois.

commonly known as 602-626 S. Milwaukee, Libertyville, Illinois;
and,

WHEREAS, Declarant intends to and does hereby submit the above described real estate together with all buildings, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Property Act of the State of Illinois;
and,

WHEREAS, Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain easements and rights in, over and upon said Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof;
and,

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants and any other persons hereafter acquiring any interest in said Property shall, at all times, enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of such property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW THEREFORE, the Declarant, as the record owner of the above described real estate and for the purposes above set forth, hereby declares as follows:

1. Definitions, as used herein, unless the context otherwise requires:
 - (a) "Act" means the "Condominium Property Act" of the State of Illinois.
 - (b) "Declaration" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
 - (c) "Parcel" means the parcel or tract of real estate, described above in this Declaration.
 - (d) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed, or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto.
 - (e) "Unit" means a part of Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on Plat attached hereto as Exhibit A, which Plat is being recorded simultaneously with the recording of this Declaration. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat provided, however, that no structural components of a Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.
 - (f) "Common Elements" means all of the Property, except the Units, and shall include, but shall not be limited to, the land, foundations, hallways, stairways, entrances and exits, common parking areas, roof, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, floors, ceilings, and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.
 - (g) "Limited Common Elements" means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, patios, terraces and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries. Limited Common Elements shall include that part of the common element which is set out on the Plat for each Unit. The Board as hereinafter defined may from time to time designate other portions of the Common Elements as Limited Common Elements including, but not limited to, automobile parking spaces and rubbish collection areas.

- (h) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (i) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (j) "Majority" or "Majority of the Unit Owners" means the owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.
- (k) "Unit Ownership" means a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- (l) "Building" means the building or buildings located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building, included in the Plat.
- (m) The word "Developer" means Pete Matich agent for owners of beneficial interest in the above named trust.

2. Submission of Property to the Act. The Declarant, as the owner in fee simple of the Parcel, expressly intends to and, by recording this Declaration, does hereby submit the Parcel and the Property to the provisions of the Condominium Property Act of the State of Illinois.

3. Plat. The Plat attached hereto as Exhibit A, and by this reference made a part hereof, sets forth the measurements, elevations, locations, and other data, as required by the Act, including (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit of the Building.

4. Unit Identification. Each Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol.

5. Administration:

- (a) The administration of the Property shall be vested in a Board of Managers consisting of the number of persons, and who shall be elected in the manner, provided in the By-laws attached hereto, and by this reference thereto made a part of this Declaration. The Developer, after the recording of this Declaration, shall cause to be

incorporated under the laws of the State of Illinois a not for profit corporation (herein referred to as "The Association") under the name of "The Sunville Court Condominium Association," or a similar name, which corporation shall be the governing body for all the owners for the maintenance, repair, replacement, administration and operation of the common elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act.

- (b) The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the By-laws and this Declaration; provided however, that (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation and the By-laws on the other hand, and (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the By-laws on the other hand.

6. Indemnity. The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity 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 Unit Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers of the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

7. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-laws the determination

thereof by the Board shall be final and binding on each and all of such Unit Owners.

8. Ownership of the Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit "B" and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration consented to in writing by all Unit Owners. Said ownership interests in the Common Elements shall be undivided interests and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "B." The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

9. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the By-laws herein and the rules and regulations of the Board. The Board shall have the exclusive authority from time to time to adopt or amend administrative

rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-laws.

10. Common Expenses. Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

11. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage, or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

12. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole then each Unit Owner shall pay his proportionate share thereof in accordance with

his respective percentage of ownership interest in the
Common Elements.

13. Insurance.

- (a) The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements, and the Units. Premiums for such insurance shall be common expenses.

Such insurance coverage shall be written in the name of losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in the Declaration.

The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be common expense. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

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 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 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.

Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

- (b) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability

insurance as it may deem desirable, insuring each Unit Owner, and the Association, its officers, members of the Board, the Declarant, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets and sidewalks adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

- (c) Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses as above provided.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing to so do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

- (d) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

14. Maintenance, Repairs and Replacements. Each Unit Owner shall furnish and be responsible for at his own expense all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board; provided, that at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board,

it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacements, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the owner at the Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage

be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Paragraph 14. All expenses which, pursuant to this Paragraph 14, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

15. Alterations, Additions or Improvements. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs thereof are to be charged as common expenses the Board shall not approve such alterations, improvements or additions requiring an expenditure in excess of \$1,000.00 without the approval of Unit Owners owning not less than 75% in the aggregate in interest of the undivided ownership of the Common Elements. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements or the Property as a result of such alterations, additions or improvements.

16. Decorating. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies,

window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

17. Encroachments and Easements.

- (a) In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of any of the common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit or common elements so encroaching so long as all or any part of the building containing such unit or common elements so encroaching shall remain standing; provided, however, that in no event shall valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners.

- (b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the common elements, as they exist on the date of the recording hereof.
- (c) All easements and rights described herein are easements appurtenant, running with the land, and 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 said land, or any part or portion thereof.
- (d) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

18. Use and Occupancy of Units and Common Elements.

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 the 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 may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall reasonably be determined by the Board.
- (b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. 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. The right is reserved by the Declarant and Developer its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied units, and on any part of the common elements, and the right is hereby given to any mortgagee, who may become the owner of any unit, to place signs on any unit owned by such mortgagee. Until all units are sold, the Declarant shall be entitled to access, ingress and egress to each building and the property as it shall deem necessary in connection with the construction or sale of any building or any unit. The Declarant shall have the right to use any unsold unit or units as a model apartment or for sales or display purposes and to maintain on the Property, until the sale of the last unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

- (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 the prior written consent of the Board. No unit 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) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna (except as exists on the date of the recording hereof, or otherwise constructed by the Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.
- (e) No animals 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.
- (f) 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 unit owners or occupants.
- (g) 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 otherwise provided herein.
- (h) 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.
- (i) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the Common Elements without the prior consent of, and subject to any regulations of, the Board.
- (j) Each unit owner and the Board hereby waives and releases any and all claims which he or it may have against any other unit owner, the officers and members of the Board, the Developer, the Declarant and their respective employees and agents, for damage to the Common Elements, the units, or to any personal property located in the units or common elements, caused by fire or other casualty or any act or neglect referred to in Paragraph 18 (k), to the extent that such damage is covered by fire or other form of hazard insurance.

- (k) If, due to the act or neglect of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released under the provisions of Paragraph 18 (j).
- (l) Any release or waiver referred to in Paragraph 18 (j) and 18 (k) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.
- (m) No unit owner shall overload the electric wiring in any building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board.
- (n) Nothing in this Paragraph 18 shall be construed to prevent or prohibit a unit owner from maintaining his professional personal library, or keeping his personal business or professional records or accounts, or handling his personal business or professional telephone calls, or conferring with business or professional associates, clients, or customers, in his unit.

19. Remedies. In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or

for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right title and interest of said defaulting 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 determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

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 any other rights provided for in this Declaration:

- (a) To enter upon the unit, or any portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or

- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or
- (c) to take possession of such unit owner's interest in the property and to maintain an action for possession of such unit in the manner provided by law.

20. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners having at least three fourths (3/4) of the total vote, and certified by the secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument.

Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration, or the By-laws, requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act of this Declaration.

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of the County wherein the Property is situated, provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

21. Notices. Notices provided for in the Act, Declaration or By-laws, shall be in writing, and shall be addressed to the Board, or any Unit Owner, as the case or at such other address as hereinafter provided. The Board may

designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notice to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

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

22. Severability. If any provision of the Declaration or By-laws or any section, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and By-laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

23. Perpetuities and Other Rules of Property. If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate:

- (a) The rule against perpetuities or some analogous statutory provision, or
- (b) 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.

24. Rights and Obligations. Each grantee of Declarant by the acceptance of a deed of conveyance, and each Purchaser under any contract of such deed of conveyance, 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 rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Paragraph or described in any other part of this Declaration or the By-laws 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 rights were recited fully and set forth in their entirety in such documents.

25. General Provisions.

- (a) Until such time as the Board provided for in this Declaration is formed, the Developer shall exercise any of the powers, rights, duties and functions of the Board.
- (b) 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.
- (c) 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.
- (d) In the event title to any Unit Ownership is conveyed to a 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 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

1834721

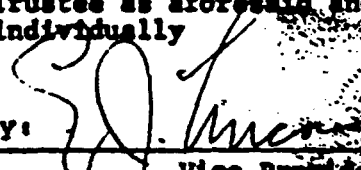
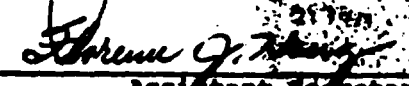
property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

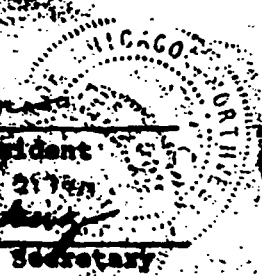
(e) It is expressly understood and agreed, anything hereint to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements 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 Northwest National Bank of Chicago or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed this 2nd day of May, 19 77

Northwest National Bank of Chicago
Trustee as aforesaid and not
individually

ATTEST: By:


Vice President

Assistant Secretary



CONSENT OF MORTGAGEE

The Bank of Commerce and Industry, an Illinois Corporation, holder of a Trust Deed on the property dated July 7, 1975, and recorded July 14, 1975 as document number 1718003 hereby consents to the execution and recording of the within declaration of Condominium Ownership and agrees that said Trust Deed is subject to the provisions of said declaration and Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said Bank of Commerce and Industry, an Illinois Corporation, has caused this instrument to be signed by a duly authorized officer on its behalf all done at Chicago, Illinois on this the 21st day of April, 1977.

By: John G. Dowse, Sr.
Senior (Vice) President

Attest: Joseph G. Alagna
(Assistant) ~~Secretary~~ Cashier

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in aforesaid county and State, do hereby certify that JOHN G. DOWSE, Senior (Vice) President and JOSEPH G. ALAGNA (Assistant) Cashier ~~Secretary~~ respectfully of the Bank of Commerce and Industry, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Vice) President and (Assistant) ~~Secretary~~, appear before me this day and personally acknowledged that they signed, ~~delivered~~ and delivered said instrument as their free and voluntary act of said Corporation, for the use and purposes therein set forth.

Given under my hand and notary this the 21st day of April, 1977.

Patricia A. Nelson
Notary Public



My Commission Expires: 1834721

8-7-79

EXHIBIT B
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR SUNVILLE COURT

PERCENTAGE OF OWNERSHIP

Unit No.	Percentage interest in common elements
602 A	2.654867256
602 B	2.654867256
602 C	2.654867256
602 D	2.654867256
602 E	2.654867256
602 F	2.654867256
606 A	2.418879056
606 B	2.330383480
606 C	2.330383480
606 D	2.330383480
606 E	2.330383480
606 F	2.418879056
610 A	2.418879056
610 B	2.330383480
610 C	2.330383480
610 D	2.330383480
610 E	2.330383480
610 F	2.418879056
614 A	2.418879056
614 B	2.330383480
614 C	2.330383480
614 D	2.330383480
614 E	2.330383480
614 F	2.418879056

Unit No.	Percentage interest in common elements
618 A	2.418879056
618 B	2.330383480
618 C	2.330383480
618 D	2.330383480
618 E	2.330383480
618 F	2.418879056
622 A	2.418879056
622 B	2.330383480
622 C	2.330383480
622 D	2.330383480
622 E	2.330383480
622 F	2.418879056
626 A	2.212389384
626 B	2.212389384
626 C	2.212389384
626 D	2.212389384
626 E	2.212389384
626 F	2.212389384

ORIGINAL OF THIS
INSTRUMENT FILED
AS Doc. No. 2083117
Frank J. Nustra
RECORDER OF DEEDS

2083117

OCT 10 1980

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR SUNVILLE COURT

(NOW KNOWN AS AUSTIN COURTS CONDOMINIUM)

This FIRST AMENDMENT is made and entered into as of this 9th day of October, 1980, by LaSalle National Bank as Trustee under Trust Agreement dated March 10, 1980 and known as Trust Number 102546, and not personally, for convenience hereinafter referred to as the "Trustee".

W I T N E S S E T H :

WHEREAS, by a Declaration of Condominium Ownership for Sunville Court (hereinafter referred to as the "Declaration") recorded in the office of the Recorder of Deeds of Lake County, Illinois, on May 5, 1977 as Document Number 1834721, the Northwest National Bank of Chicago as Trustee under Trust Agreement dated July 3, 1974 and known as Trust Number 1974 submitted certain real estate and improvements thereon to the provisions of the Illinois Condominium Property Act (the "Act"); and

WHEREAS, all of the Property, as such term is defined in the aforesaid Declaration, has been acquired by the Trustee so that the Trustee now is the legal owner in fee simple of the Parcel, the legal description of which is attached hereto as Exhibit "A"; and

WHEREAS, the Trustee now desires to amend the Declaration as hereinafter set forth, all in accordance with the Act and Paragraph 20 of the Declaration;

NOW THEREFORE, the Trustee does hereby amend the Declaration as follows:

1. The name of the Condominium is hereby changed to Austin Courts Condominium. Any reference in the Declaration, Plat or By-Laws to Sunville Court is hereby deleted, and the name Austin Courts Condominium is substituted therefor.

2. Paragraph 1(m) is hereby amended to read as follows:

"The word "Developer" means the beneficiary of LaSalle National Bank, as Trustee under Trust Agreement dated March 10, 1980 and known as Trust Number 102546, its successors and assigns."

3. Paragraph 13(b) is hereby amended to read as follows:

"The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Unit Owner, and the Association, its officers, members of the Board, the manager and managing agent of the Building, if any, and their respective employees and agents, from liability in connection with the Property and the streets and sidewalks adjoining the Property, and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. The Developer shall be included as an additional insured in its capacity as Unit Owner and board member. The Unit Owners shall be included as additional insured but only with respect to that portion of the premises not reserved for their exclusive use. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses."

4. Exhibit B to the Declaration is hereby amended by substituting therefor the page attached to this Amendment as Exhibit B and entitled "Exhibit B to Declaration of Condominium Ownership for Austin Courts Condominium."

5. The following paragraph is added as Paragraph 26 of the Declaration:

"The Trustee shall convey to the Association fee simple title to the Real Estate described on Exhibit "C" to this First Amendment to Declaration of Condominium Ownership for Sunville Court. Such land and the area presently used for parking shall be used as a parking area. Each Unit Owner shall be entitled to the exclusive use of one parking space as hereinafter provided. Until all the Units have been conveyed, the Developer shall have the sole and exclusive right to assign the particular parking space which a Unit Owner shall be entitled to use. After all the Units have been conveyed, such right to assign a particular parking space to Unit Owners shall vest in the Association. Those Unit Owners who have been assigned a particular parking space shall not be denied the privilege to use such parking space so long as such Unit Owner (i) owns his Unit, and (ii) is not in violation of the Declaration, By-Laws, or rules and regulations of the Association. The Association may at any time assess a monthly parking charge for the right to use a particular parking space provided that any such assessment, if made, shall be assessed to all Unit Owners who have been assigned a particular parking space.

6. The title of the By-Laws is here amended to read as follows:

"BY-LAWS FOR THE AUSTIN COURTS CONDOMINIUM ASSOCIATION, INC., A NON FOR PROFIT ILLINOIS CORPORATION."

7. Article 1, Section 1 of the By-Laws is hereby amended to read as follows:

"The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of three (3) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or

persons, then any officer or director of such corporation, partner or such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board."

8. The following paragraph is added as an additional paragraph to Section 2 of Article III of the By-Laws:

"Initial Deposit for Contingencies and Replacements. At the time the initial sale of each Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for such Unit. This sum shall be used to initially fund the reserve for contingencies and replacements described in Article III Section 2 of these By-Laws. The payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessments."

9. The last sentence of Article III, Section 6, Paragraph 1 of the By-Laws is hereby amended to read as follows:

"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."

10. TRUSTEE EXCULPATION: This instrument is executed by LaSalle National Bank, as Trustee as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument.) It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Instrument that LaSalle National Bank, as Trustee as aforesaid, and not personally, has joined in the execution of this Instrument for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 102546 to the terms of this Instrument; that any and all obligations, duties, covenants and agreements of every nature herein set forth by LaSalle National Bank, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiary under said Trust No. 102546 or its successors and not by LaSalle National Bank personally; and further, that no duty shall rest upon LaSalle National Bank, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation expressed or implied, arising under the terms of said Trust No. 102546 and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and of the remainder of this Instrument on any questions of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

11. Except as expressly set forth herein, the Instrument shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the said LaSalle National Bank, as Trustee as aforesaid and not personally, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its ^{Assistant} Vice President and attested by its Assistant Secretary, as of the date first entered above.

LASALLE NATIONAL BANK
as Trustee as aforesaid,
and not personally

ATTEST:

[Signature]
Assistant Secretary

By: [Signature]
President

STATE OF Illinois)
COUNTY OF Cook)

I, Vicki Kerrigan, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that James A. [unclear], as Assistant Vice President and [unclear], as Assistant Secretary of LaSalle National Bank, a national banking association, as Trustee under Trust Agreement dated March 10, 1980, and known as Trust No. 102546, who are 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 of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank did affix the 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 7^E day of October, 1980.

Vicki Kerrigan
Notary Public

My Commission Expires June 30, 1981

THIS DOCUMENT PREPARED BY:
SAMUEL A. ORTICELLI
MARCUS KATZ JOHNSON RANDALL WEIMBERG-BLATT
205 S. LASALLE ST. SUITE 1710
CHICAGO, ILLINOIS 60604

CONSENT OF MORTGAGEE

HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, holder of a Mortgage dated April 22, 1980 and recorded May 5, 1980 in the Office of the Recorder of Deeds of Lake County, Illinois as Document No. 2059471 covering the Property, hereby consents to the execution and recording of the within First Amendment to Declaration of Condominium Ownership for Sunville Court (now known as Austin Courts Condominium) and agrees that the said Mortgage is subject to the provisions of the Declaration and said First Amendment and Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said Harris Trust and Savings Bank has caused this instrument to be signed by its duly authorized officer on its behalf this 6TH day of OCTOBER, 1980.

ATTEST:

HARRIS TRUST AND SAVINGS BANK

[Signature]
REAL ESTATE LOAN OFFICER

BY: [Signature]
VICE President

STATE OF Illinois)
COUNTY OF Cook)

I, LINDA S. WOZNICKI, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that JOHN Q. ARAGLO, VICE President and PATRICK R. HUNT, as LOAN OFFICER Secretary of Harris Trust and Savings Bank, an ILLINOIS banking corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and LOAN OFFICER Secretary of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said LOAN OFFICER Secretary did then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the 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 6TH day of OCTOBER, 1980.

[Signature]
Notary Public
My commission expires 4-17-83.

EXHIBIT A

The Southerly 10 feet of Lot 11 and all of Lots 12 through 20 (except the West 7 feet thereof) in Copeland Manor South, being a Subdivision in Sections 21 and 22 Township 44 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof, recorded April 19, 1926 as document 277293, in Book "P" of Plats, pages 20 and 21, in Lake County, Illinois.