

*July 1980 Description of property in City records - 037,087,057
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DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR
THE BALLARD COURT HOMEOWNERS' ASSOCIATION



This Declaration is made and entered into this 16th day of May, 1979, by HARRIS TRUST AND SAVINGS BANK, an Illinois corporation not personally, but solely as Trustee under Trust Agreement dated May 1, 1979 and known as Trust No. 39473 (hereinafter referred to as "Trustee"),

WITNESSETH:

WHEREAS, Trustee is the legal title holder of the real estate legally described on Exhibit A attached hereto and made a part hereof upon which there is presently constructed 8 multiple dwelling buildings containing in the aggregate 128 apartment units, recreation facilities, open space and other improvements for the use and benefit of the Development hereinafter defined; and

WHEREAS, Trustee intends to subject certain portions of the real estate owned by it to condominium form of ownership pursuant to the Condominium Act of the State of Illinois, as amended from time to time; and

WHEREAS, the Trustee desires to establish for its own benefit and for the mutual benefit of all future owners, tenants and occupants of the aforesaid real estate, or any

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part thereof, certain easements or rights in, over, under, upon and along said real estate and certain mutually beneficial restrictions, obligations and privileges with respect to the use, conduct and maintenance thereof; and

WHEREAS, the beneficiaries of the Trustee have deemed it desirable, for the efficient preservation of the values and amenities of the proposed development of the aforesaid real estate, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common facilities and administering and enforcing the covenants and restrictions hereinafter created; and

WHEREAS, there has been or will be incorporated under the laws of the State of Illinois, as a not-for-profit corporation, Ballard Court Homeowners' Association, for the purpose of exercising the functions aforesaid; and

WHEREAS, the Trustee desires and intends that the owners, tenants, mortgagees, occupants and other persons hereafter acquiring any interest in the aforesaid real estate, shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, obligations, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to facilitate the proper administration of the real estate and the improvements thereon and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness thereof.

NOW, THEREFORE, the Trustee declares as follows:

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ARTICLE I
DEFINITIONS

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

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

1.02. Development: All of the land, property and space comprising the real estate described on Exhibit A hereto.

1.03. Community Areas: That part of the Development which is from time to time selected by the Trustee (or its beneficiaries) for use as roads, walkways, Parking Areas, landscaped areas and recreational facilities, which shall be the Development less all portions of the Development from time to time submitted to the Act.

1.04. Buildings: The multiple dwelling buildings presently constructed on the Development.

1.05. Unit: A part of a Building designed and intended for independent use as a residential apartment for one family.

1.06. Unit Ownership: A part of the Development consisting of one Unit in a Building and an undivided interest in the Common Elements (as defined in the Act) appurtenant thereto.

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

1.08. Owner or Unit Owner: Any Person or Persons whose estate or interest, individually or collectively aggregates fee simple ownership of a Unit.

1.09. Occupant: A Person or Persons, other than an Owner in possession of a Unit.

1.10. Association: Ballard Court Homeowners' Association, its successors and assigns.

1.11. Member: An Owner who is a member of the Association as provided in Section 4.01 hereof.

1.12. Parking Area: That part of the Community Areas designed and intended for the parking of motor vehicles.

1.13. Board: The Board of Directors of the Association, as constituted at any time or from time to time.

1.14. Condominium Association: Each Ballard Court Condominium Building Association formed pursuant to a Declaration of Condominium and under which a portion of the Development is submitted to the provisions of the Act.

1.15. By-Laws: Those provisions governing the administration of the Association which are set forth in Articles IV, V and VI of this Declaration, as hereafter amended from time to time.

ARTICLE II

EASEMENTS

2.01. General Ingress and Egress: A perpetual easement for ingress and egress to and from public roads.

hereby declared upon, over and along the Community Areas for the benefit of the Development and all Owners and Occupants in the Development, members of their immediate families, guests, licensees and other invitees. In addition to the foregoing easement the Trustee, its agents, employees, beneficiaries, guests, licensees and invitees shall have the right to use the Community Areas as set forth in Paragraph 3.11 hereof.

2.02. Scope of Access Easements: The easements of ingress and egress upon, over and along the Community Areas created pursuant to Section 2.01 shall be with respect to such portions thereof as shall be delineated and restricted from time to time by the Trustee or the Association as common access areas and Parking Area; provided, however, that the Trustee or the Association shall in all events provide for easements of ingress and egress to and from public roads for the benefit of the Owners and Occupants in the Development, members of their immediate families, guests, licensees and other invitees, from time to time.

2.03. Utilities: The Trustee or the Association may grant easements at any time hereafter for utility purposes over, under, along and on any portion of the Community Areas for the purpose of providing the Development or any part thereof with utility services.

2.04. Easement for Unintentional Encroachments: Notwithstanding any other provisions contained herein, in the event that any Unit or Building or any improvements to any Unit or Buildings or any facilities servicing primarily one or more Units encroaches upon any of the Community Areas, then a perpetual easement appurtenant to such Unit or

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Building shall exist for the continuance of such encroachment on the Community Areas.

2.05. No Dedication to Public Use: Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Areas to or for any public use or purpose whatsoever.

2.06. Easements to Run with the 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 Trustee, its successors and assigns, and any Owner, Occupant, purchaser, mortgagee and other person having an interest in the Development, or any part or portion thereof. Reference to the easements and rights described in any part of this Declaration, in any deed of conveyance, lease, mortgage, trust deed or other evidence of obligation shall not be required to grant such easements and rights to the respective grantees, lessees, mortgagees or trustees of such real estate, or any portion thereof, and to reserve to the grantor or lessor therein, their successors and assigns, as easements appurtenant to the remainder of the Development, the easements created by this Declaration for the benefit of any Owner, Occupant or mortgagee in respect of any portion of the Development; such easements and rights being granted and reserved as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such document.

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2.07 Parking Area: If Parking Area exists on the Development, the Trustee shall designate a portion of the Development as a Parking Area for the exclusive use of the Owners, Occupants, the Trustee (its beneficiaries and agents and employees of the beneficiaries) and their guests and invitees. No parking spaces shall be assigned for the exclusive use of an Owner; provided, however, the Association may at any time hereafter elect to make designations and assignments of parking spaces in the Parking Area to Owners on an exclusive basis upon such terms, rules and regulations determined by the Association applied equally to all Owners.

ARTICLE III

RIGHT TO USE AND TITLE TO COMMUNITY AREAS

3.01. Use of Community Areas: Each Owner and Occupant in the Development shall have the right to use and enjoy the Community Areas in common with all other Owners and Occupants in the Development. The rights herein granted shall extend to Owners and Occupants, members of their immediate families, guests and other invitees. The use of the Community Areas shall be subject to and governed by the provisions of this Declaration, the Association's Articles of Incorporation, its by-laws and the rules and regulations promulgated from time to time by the Association.

3.02. Title to Community Areas: The Trustee may retain the legal title to the Community Areas until such time as, in the opinion of the Trustee's beneficiary, the

Association is sole to maintain and administer the same and the Trustee's beneficiary determines, in its sole and absolute discretion, that it is in the best interests of the Development to cause the Trustee to convey said legal title as aforesaid, provided, however, the Trustee shall in all events convey the legal title of the Community Areas to the Association, free and clear of all liens and encumbrances except for real estate taxes not due and payable at the time of such conveyance or if not, then a title insurance company in the form of its policy shall guarantee the Association against loss or damage to its own such liens or encumbrances, not later than the day which is ninety (90) days from and after the date on which all of the Units in the Development have been sold and fee simple title thereto conveyed by the Trustee. The beneficiary of Trustee may assign to the Association the beneficial interest in a land trust holding title to the Community Areas in lieu of the conveyance by fee provided that the beneficial interest is unencumbered and fee title to the Community Areas is unencumbered or guaranteed over as aforesaid. Thereafter, the Association may mortgage all or a portion of the Community Areas subject to the easements created hereby to finance the operation of, or maintenance, repairs or betterments to the Community Areas.

1.31. Limitations Upon Rights of Use and Enjoyment

The rights of use and enjoyment created hereby shall be used by and subject to the following:

1. the right of the Trustee or the Association to prescribe rules and regulations for the use of the Community Areas.

(b) The right of the Trustee or the Association hereunder or, as provided in the by-laws of the Association, or in any rules and regulations promulgated hereunder or thereunder, to suspend the enjoyment rights of any Member for any period during which any assessment provided for herein remains unpaid and for any period during which any infraction of the published rules and regulations in effect for the Community Areas continues; provided, however, that neither the Trustee nor the Association may, for any reason, deny to any Member the easements of ingress and egress created pursuant to Section 2.01 hereof.

(c) The right of the Trustee or the Association to dedicate or transfer all or any part of the Community Areas to any public agency, authority or utility, for public or utility purposes subject to such conditions as may be agreed to by the Trustee or the Association with such public agency, authority or utility.

(d) The reserved right of the Trustee or the Association to grant easements for utility purposes, as provided in Section 2.03 hereof.

(e) The right of the Trustee or Association to ratify, confirm or adopt a plat or plats of dedication with respect to those portions of the Development, if any, falling within public highways.

3.04. Obstructions: There shall be no obstruction of the Community Areas except as specifically provided herein, nor shall anything be stored in the Community Areas without the prior consent of the Association, except as provided in Section 3.11 hereof.

3.05. Pets: No animals of any kind shall be raised, bred or kept in the Community Areas. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Community Areas upon three (3) days written notice from the Association to the Owner or Occupant owning or controlling such pet.

3.06. Proscribed Activities: No nuisance, noxious or offensive activity shall be carried on in the Community Areas nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Development.

3.07. Structural Impairment: Nothing shall be done in, on or to the Community Areas which would impair the structural integrity of any Building or structure located thereon.

3.08. No Unsightly Uses: No clothes, blankets, laundry of any kind or other articles shall be hung out on any portion of the Community Areas. The Community Areas shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed therein.

3.09. Removals: Nothing shall be altered or constructed in, or removed from, the Community Areas except upon the written consent of the Association. Such written consent, however, shall not be required for the Trustee to exercise the rights reserved to it in this Declaration in

connection with its management of or improvement to the Development. In the event anything is constructed in the Community Areas it shall be and remain the property of the Association for the use and benefit of the Owners.

3.10. Units: No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to the Community Areas without the prior written consent of the Association.

3.11. Trustee's Reserved Rights: The beneficiary of Trustee shall perform all the functions of the Board until the first meeting of the Board. Notwithstanding any provision herein to the contrary the easements created pursuant to Paragraph 2.01 hereof shall be subject to the right of the Trustee to execute all documents and do all other acts and things affecting the Development which in the Trustee's opinion are desirable in connection with the Trustee's rights hereunder, provided any such document or act or thing is not inconsistent with the property right of any Owner. At all times hereafter the Trustee, its agents, beneficiaries, successors and assigns hereby reserve the right to (a) erect and maintain on the Development any advertising signs, banners, lighting and other sales and rental devices for the purpose of aiding the sale or leasing of Units in the Development; and (b) maintain sales, business and construction offices, and models on the Development to facilitate the sale of the Units and completion of or improvements to the Community Areas or the Buildings; and (c) utilize all driveways, roadways and walkways and the parking

Area in the Development for ingress, egress and transient parking in connection with the sale or leasing of Units and the completion of or improvements to the Community Areas or the Buildings; (d) store construction material on the Community Areas when and where it deems such necessary in conjunction with the renovation, repair, maintenance or reconstruction of all or any part of the Development; and (e) to avail itself of all utilities and utility conduits serving the Development or any portion thereof without the consent of any Owner, the Association or any mortgagee.

ARTICLE IV

MEMBERSHIP, VOTING RIGHTS AND MEETINGS

4.01. Membership: Every Owner shall be a Member of the Association. The Trustee, for itself, its successors and assigns, hereby covenants and agrees, and every Owner by acceptance of his Deed, whether or not it shall be so expressed in any such Deed, shall be deemed to covenant and agree to be bound by and to observe the terms and provisions of this Declaration, the Association's Articles of Incorporation, its by-laws and the rules and regulations promulgated from time to time by the beneficiaries of Trustee of the Association. Membership is appurtenant to and shall not be separated from ownership of a Unit.

4.02. Voting Rights: A Member shall be entitled to attend each meeting of the Association but shall have no voting rights, all matters of discretion being exercised solely by the Board. Each member of the Board shall have one (1) vote.

4.03. Board of Directors: The Board shall be comprised of the President of each Condominium Association. The Board shall direct and administer the Community Areas and other portions of the Development in accordance with the terms and provisions of this Declaration.

4.04 Meetings.

(a) Quorum; Procedure: The presence at any meeting of the Board of the Presidents having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Board at which a quorum is present upon the affirmative vote of the members of the Board having a majority of the total votes present at such meeting. Any member of the Board in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting of Members: There shall be an Annual Meeting of Members of the Association held on the Development, or at such other reasonable place upon written notice given to each Member not less than five (5) nor more than forty (40) days before the date of each such meeting. The first Board shall fix the Annual Meeting date of Members.

(c) Special Meetings of Members: Special meetings of members of the Association may be called at any time. Said meetings shall be called by the President of the Association or a majority of the Members of

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the Board upon written notice given not less than five (5) nor more than forty (40) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(d) Annual Meeting of the Board: An annual meeting of the Board shall be held immediately following the annual meeting of members of the Association and at the same place. At such annual meeting the Board shall elect the officers of the Association and may conduct such other business as may properly be submitted to the Board.

(e) Special Meetings: Special Meetings of the Board 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 Board, or for any other reasonable purpose. Said meetings shall be called by the President of the Association or a majority of the Board, upon notice of not less than three (3) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and need not specify the matters to be considered unless the matters to be considered are those set forth in Section 4.04(f) hereof.

(f) Special Matters: Approval of any of the following matters shall require the affirmative vote of the members of the Board having not less than three-fourths (3/4) of the total votes represented at a meeting called for the purposes of deciding the same: (1)

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(ii) the purchase or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of substantially all of the assets of the Association; and (iii) the purchase or sale of land or Units.

4.05 Meeting of the Board: A majority of the members of the Board shall constitute a quorum. Meetings of the Board may be conducted in accordance with such regulations as the Board may adopt subject to the following:

(a) Meeting Notices and Conditions: Regular meetings of the Board shall be held upon not less than seventy-two (72) hours written notice to the members of the Board by mail, telegram or personal service, provided that persons not receiving timely or proper notice may waive such notice in writing before the meeting is convened. The Board shall meet not fewer than four (4) times annually, and all meetings of the Board shall be open to all owners who desire to attend. The first meeting of the Board shall be on the date designated by the beneficiary of Trustee, upon not less than 15 days prior written notice to the members of the Board. The date of the first meeting of the Board shall in all events be not later than 60 days after title to the Community Areas shall be conveyed to the Association. After the Community Areas have been conveyed to the Association, the Board shall not adopt or approve a proposed annual budget or special assessment at any meeting, unless a copy of the proposed annual budget has

to be delivered or sent to each owner not later than thirty (30) days prior to the meeting at which the annual budget is adopted or approved, and a notice of such meeting or any meeting at which a special assessment may be adopted has been sent to the persons, and in the form and within the time required for meetings of Members of the Association.

(b) Officers: The Board shall elect from among its members a President who shall preside over all of its meetings and meetings of Members of the Association, a Secretary who shall keep the minutes of all meetings of the Board and of Members of the Association and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer who shall keep the financial records and books of account. The Board may by resolution create additional offices and elect appointees thereto; create committees and make appointments thereto; and fill any mid-term vacancy in any such office pending the next annual meeting of the Board.

(c) Resignation: A Board member may resign upon thirty (30) days prior written notice to the Board, and in such event the Condominium Association of which he is a member shall designate a successor.

(d) Compensation: Board Members shall receive no compensation for their services.

(e) Authorization: The President or any other authorized officer of the Association shall be authorized to receive notices on behalf of the Association and shall have the power to execute all instruments,

including amendments of this Declaration, on behalf of the Association, and to execute and cause to be transmitted all notices to Members.

ARTICLE V

POWERS AND DUTIES OF THE ASSOCIATION

5.01. Maintenance and Repair: The Association shall be responsible for the maintenance, insurance, upkeep, repair, landscaping, materials, supplies, labor, furniture, structural alterations, services, gardening, cleaning, decorating, replacement and organization of the Community Areas, including, without limitation, streets, storm and sanitary sewers, the underground water systems, Parking Area and any recreational facilities. The Association shall have the right of ingress and egress over and upon the Development for any and all purposes connected with the use, maintenance, construction, operation, repair and reconstruction of the Community Areas. The Association shall further be responsible for the employment of janitorial services to service the Common Elements (as that term is defined in a Declaration of Condominium Ownership affecting a Building) of the Buildings.

5.02. Ownership of Units: The Association may own one or more Units for the on-site housing of one or more janitors to service the Buildings, provided that no more than one family shall be permitted to reside in any one Unit. The cost to the Association of maintaining a Unit occupied by a janitor shall be included as part of the

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estimated cash requirement (as that term is hereinafter defined) of the Association. The Association shall have the right to mortgage any Unit owned by it on such terms and conditions as it shall determine.

5.03 Insurance. The Association is hereby authorized to maintain a blanket policy or policies of insurance for the entire Development (but not the interior of any Unit or the personal property of an Owner) including but not limited to all policies of insurance required or permitted to be maintained by any Condominium Association. The power to maintain such insurance otherwise vested in a Condominium Association shall be preempted to the extent the authority herein granted is exercised by the Association. The Association shall provide insurance certificates to each Condominium Association for all insurance so maintained.

5.04. Additional Powers: Without limiting the general powers which may be provided by law, this Declaration and the by-laws, rules and regulations promulgated by the Board, the Board shall have the following general powers and duties:

(a) To engage the services of a manager or managing agent who shall manage and operate the Community Areas for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(b) To formulate policies for the administration, management and operation of the Community Areas, and to provide for the implementation thereof;

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(c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Community Areas, and to amend such rules and regulation from time to time;

(d) To approve payment vouchers or to delegate such approval to the officers or the manager or managing agent.

(e) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Community Areas, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of the manager or managing agent);

(f) To seek relief from or in connection with the assessment or levy of real estate taxes, special assessments and other levies or assessments on behalf of and at the expense of all of the Unit Owners;

(g) To exercise all other powers and duties to implement the foregoing.

(h) To establish and maintain demand deposit accounts or savings accounts at federally insured banks or Savings and Loan Associations.

(i) To mortgage the Community Areas as provided in Section 3.02.

(j) To retain legal counsel, accountants and other professionals as may be required for general purposes relating to the Development and for consultation and representation as to real estate tax matters.

ARTICLE VI
ASSESSMENTS - MAINTENANCE FUND

6.01 Preparation of Estimated Budget: Each year on or before December 1, the Board will 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 operation and maintenance of the Community Areas and other expenses of the Association, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements (the "estimated cash requirement"), and shall notify each Owner in writing as to the amount thereof, which shall constitute the Board's proposed budget for the following year, with a reasonable itemization thereof. Prior to the election of the first Board, the budget shall be prepared by the Trustee, in its sole and absolute discretion, and shall be based upon the Trustee's best estimate of the total amount of funds so required. On or before the first day of each month each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section, except that payment by the Trustee shall be made on the last day of each month. In addition thereto, on or before the date of each Annual Meeting, the Board shall deliver to each Owner an itemized accounting of Association expenses and disbursements 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 or short of the actual expenditures, plus reserves.

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6.02 Reserves for Contingencies and Replacements:

Commencing with the budget prepared by the Board elected at the first annual meeting of the Association, the Board may, but shall not be obligated to, maintain a reasonable reserve for contingencies and replacements. If the estimated cash requirement proves inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may, at any time, levy a further assessment, which shall be separately assessed to the Unit Owners according to the percentage aforesaid. The Board shall serve notice of such further assessment on all Unit 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 the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount. At the time each unit is conveyed by the Trustee to an unrelated Unit Owner pursuant to a bona fide sale, the Unit Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed to the Board, an amount equal to two times the first full monthly assessment required for the Unit owned by such Unit Owner, which amount shall be used and applied as an operating reserve for common expenses in the manner herein provided.

6.03 Budget Determined by First Board: When the first Board takes office, it shall determine the estimated cash requirement, as hereinabove defined, for the period commencing thirty (30) days thereafter and ending on December 31 of the calendar year in which said Board takes office. Assessments shall be levied against the Unit Owners

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during said period as hereinafter provided. Each Unit Owner other than the Trustee shall be obligated to pay the monthly assessment attributed to his Unit Ownership for the period commencing on the date of the recordation or registration of the deed conveying the Unit Ownership to such Unit Owner and ending on the date of the recordation or registration of a deed conveying the Unit Ownership to a subsequent Unit Owner. Until the first meeting of the Board is held and the actual monthly assessment is determined by the Board, the amount of the monthly assessment shall be determined by the beneficiary of Trustee based on the actual operating costs as estimated by the Trustee. The estimated cash requirements determined by the beneficiary of the Trustee may be limited to ordinary expenses and need not include capital expenditures, reserves for contingencies or replacement, property items or inventory items, to the extent attributable to subsequent periods. If the beneficiary of Trustee shall underestimate or overestimate such operating expenses in any month, appropriate adjustments may be made in the estimate for the succeeding month or months; provided, however, that the portion of any excess payment made by the beneficiary of Trustee as a result of any overestimate of such expenses shall be refunded to or shall be otherwise credited to said beneficiary in such manner as it may determine.

1.24 Failure to Prepare Annual Budget: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on a Unit Owner shall not constitute a waiver or release in any manner of such Unit 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 Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the amount of the revised monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.05 Books and Records: The Board shall keep full and correct books of account in chronological order of its receipts and expenditures. 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 Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due to and owing from such Owner.

6.06 Status of Collected Funds: 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 Unit 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 Unit Owners.

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6.07 Remedies for Failure to Pay Assessments:

Each unpaid monthly or special assessment shall constitute a lien in favor of the Association from and after its due date and shall bear interest at the rate of 8% per annum commencing 15 days after its due date until paid. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments due to the Association for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided, or both; and there shall be added to the amount due the costs of said suit 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 and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that the lien of a mortgage or trust deed securing notes owned or held by any bank, insurance company or savings and loan association, or any other person providing bona fide purchase money financing to the Unit Owner,

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shall be and remain prior to the lien of the Association, except for the lien of all such assessments and other charges on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either (i) becomes a mortgagee in possession; (ii) accepts a conveyance of title other interest in the Unit in lieu of foreclosure; (iii) acquires title to the Unit through foreclosure or other means; or (iv) has a receiver appointed. Anything herein contained to the contrary notwithstanding, to the extent the same is permitted by the Act, 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 covered by his encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amount paid at the same rank as the lien of his encumbrance.

ARTICLE VII

GENERAL PROVISIONS

7.01. Duration: The covenants and restrictions of this Declaration shall run with and bind the real property subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association, the Trustee and each Owner, their respective legal representatives, heirs, successors and assigns. The covenants and restrictions of this Declaration may be amended by an instrument signed by not less than three-fourths (3/4) of the Board; provided,

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however, the easements of ingress and egress granted here-
under and any provision relating to the rights and obli-
gations of the Trustee or its beneficiary may not be amended
without the express written consent of the Trustee. Any
such amendment shall not become effective until registered
in the office of the Registrar of Titles of Cook County,
Illinois.

7.02. Notices: Any notice required or permitted to
be sent to any Owner under the provisions of this Declara-
tion or the by-laws of the Association shall be deemed to
have been properly sent when mailed by certified mail, re-
turn receipt requested, postage prepaid, to the last known
address of the person who appears as Owner on the records of
the Association at the time of such mailing, or to the Con-
dominium Association of which said Owner is a member. Any
notice required or permitted to be sent to the Association
under the provisions of this Declaration or the by-laws
shall be deemed to have been properly sent when mailed in
the same manner as notice to a Member, addressed to the
Association at its principal place of business. Notice
shall be deemed given when deposited into the United States
mails.

7.03. Joint Facilities: To the extent that equip-
ment, facilities and fixtures, including but not limited to
storm sewers, sanitary sewers and other utility conduits,
within any Building or Buildings shall be connected to simi-
lar equipment, facilities or fixtures affecting or serving
other Buildings or the Community Area, then the use thereof

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by an Owner shall be subject to the rules and regulations of the Board. An authorized representative of the Association or the Board, or of the manager or managing agent for the Community Areas, shall be entitled to reasonable access to any Building as may be required in connection with maintenance, repairs or replacements of or to the Community Areas or any equipment, facilities or fixtures affecting or serving other Buildings or the Community Areas.

7.04. Abatement of Violations: The violation of any restriction or condition or regulation adopted by the Board, or the breach of any of the covenants and restrictions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

7.05. Nonwaiver of Covenants: No covenants, restrictions, conditions, obligation 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.

7.06. Indemnity to Association Officers: The Directors and any other officers of the Board or the Board of the Association shall not be liable to the Owners for any mistake of judgment, or acts or omissions made in good faith as such members or officers. Each agreement made by such Directors or officers or by the managing agent on behalf of

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the Owners or the Association shall be executed by such Directors or officers, or the managing agent, as the case may be, as agents for the Board or Association. The Owners shall indemnify and hold harmless the Board, and each of them, against all contractual liability to others arising out of contracts made on behalf of the Board and/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 each Owner arising out of this paragraph shall be that percentage of the total obligation set forth on Exhibit B attached hereto.

7.07. Enforcement: Enforcement by the Association or any Owner of the easements, covenants and restrictions in this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any easement, covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants.

7.08. Title in Trust: In the event title to any Unit is conveyed to a land title holding trustee (other than the Trustee) pursuant to a trust agreement which provides that all powers of management, operation and control of such Unit remain vested in the beneficiary or beneficiaries of such trust, then the beneficiary or beneficiaries of such trust shall be deemed to be the Owner of such Unit for purposes of this Declaration and any rules and regulations promulgated by the Board or the Association, and shall be responsible for payment of the assessments provided for in:

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this Declaration, and such land title holding trustee shall not be personally liable for payment of any such assessment. The amount of any assessment shall continue to be a charge and lien upon the Unit and the personal obligation of the beneficiary or beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.

7.09. Severability; Perpetuities: The invalidity or unenforceability of any term or provision hereof shall not effect the validity or enforceability of any other term or provision hereof. If any provision hereof would otherwise violate the rule against perpetuities or any other law imposing time limitations, then such provision shall remain in effect no longer than twenty-one (21) years after the death of the last survivor of the now living descendants of Joseph P. Kennedy and Rose Kennedy of Hyannis Port, Massachusetts.

7.10. Assignment: The Trustee shall have the right to assign any or all of its rights and privileges hereunder by deed or other instrument expressly referring to this power of assignment upon such terms and conditions or with such limitations as it deems fit.

7.11. Interpretation: The article and section headings are included for convenience only and shall not be construed with any substantive effect in this Declaration.

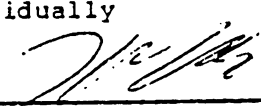
THIS DECLARATION is executed by HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, in the exercise of

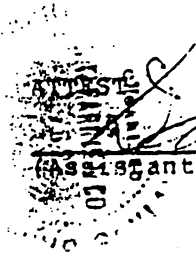
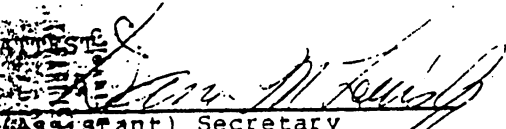
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the power and authority conferred upon and vested in it as such Trustee, and not personally. It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that HARRIS TRUST AND SAVINGS BANK shall bear no personal responsibility for the performance of any obligations, duties, covenants and agreements herein set forth; and further, that no duty shall rest upon HARRIS TRUST AND SAVINGS 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, express or implied, arising under the terms of this Declaration. In the event of conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, the said HARRIS TRUST AND SAVINGS BANK, as Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Vice President and attested by its (Assistant) Secretary, this 16th day of May, 1979.

HARRIS TRUST AND SAVINGS BANK,
as Trustee as aforesaid, and
not individually

By: 
(Assistant) Vice President

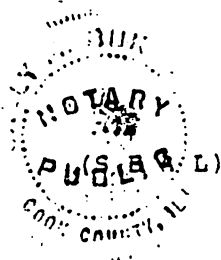


(Assistant) Secretary

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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, Sally M. Bukowski, a Notary Public in and for said County in the State aforesaid, do hereby certify that HERMAN A. KOLE, Vice President of HARRIS TRUST AND SAVINGS BANK ("Bank"), a national banking association, and Dana M. Lewis Jr., Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 acts, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said Bank, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of May, 1979.



Sally M. Bukowski
Notary Public

My Commission Expires:

Aug. 1, 1980

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BALLARD COURT

LEGAL DESCRIPTION

Lots 1, 2, 3 and 4 (except the North 205.0 feet of said Lot 4, as measured on Each and West line thereof) in Goettsche's Subdivision of part of the South half of Section 15, Township 41 North, Range 12 East of the Third Principal Meridian; in Cook County, Illinois.

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Exhibit A

BALLARD COURT HOMEOWNERS' ASSOCIATION

Building No. 1

<u>Unit No.</u>	<u>Interest</u>
101-A	1.0835
102-B	.3809
103-C	.7749
104-D	.8574
105-E	.7749
106-F	.7773
107-G	1.0835
108-H	.6760
201-A	.9870
202-B	.3833
203-C	.6715
204-D	.8951
205-E	.8226
206-F	.3833
207-G	.9870
208-H	1.0482

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BALLARD COURT HOMEOWNERS' ASSOCIATION

Building No. 2

<u>Unit No.</u>	<u>Interest</u>
101-A	1.0835
102-B	.3809
103-C	.7749
104-D	.3574
105-E	.7749
106-F	.7773
107-G	1.0835
108-H	.6760
201-A	.9870
202-B	.3809
203-C	.3715
204-D	.3951
205-E	.3220
206-F	.3809
207-G	.9870
208-H	1.0481

BALLARD COURT HOMEOWNERS' ASSOCIATION

Building No. 3

<u>Unit No.</u>	<u>Interest</u>
101-A	1.0836
102-B	.8809
103-C	.7749
104-D	.8574
105-E	.7749
106-F	.7773
107-G	1.0835
108-H	.6760
201-A	.9870
202-B	.8833
203-C	.8716
204-D	.8951
205-E	.8220
206-F	.8833
207-G	.9870
208-H	1.0481

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BALLARD COURT HOMEOWNERS' ASSOCIATION

Building No. 4

<u>Unit No.</u>	<u>% Interest</u>
101-A	1.0835
102-B	.8309
103-C	.7749
104-D	.8574
105-E	.7749
106-F	.7770
107-G	1.0835
108-H	.5760
201-A	.8970
202-B	.8828
203-C	.8715
204-D	.8911
205-E	.8220
206-F	.8313
207-G	.8670
208-H	1.0481

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BALLARD COURT HOMEOWNERS' ASSOCIATION

Building No. 5 6

<u>Unit No.</u>	<u>Interest</u>
101-A	1.0835
102-B	.3809
103-C	.7749
104-D	.3574
105-E	.7749
106-F	.7773
107-G	1.0835
108-H	.6750
201-A	.3870
202-B	.3933
203-C	.3715
204-D	.3951
205-E	.3220
206-F	.3833
207-G	.3370
208-H	1.0481

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BALLANTRAE COURT HOMEOWNERS' ASSOCIATION

Building No. 6

<u>Unit No.</u>	<u>Interest</u>
101-A	1.0835
102-B	.8309
103-C	.7749
104-D	.8574
105-E	.7749
106-F	.7773
107-G	1.0835
108-H	.8760
201-A	.9370
202-B	.8833
203-C	.8715
204-D	.8951
205-E	.8220
206-F	.8833
207-G	.9670
208-H	1.0481

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DALLARE COURT HOMEOWNERS' ASSOCIATION

Building No. 7 7

<u>Unit No.</u>	<u>% Interest</u>
101-A	1.0333
102-B	.9309
103-C	.7749
104-D	.6574
105-E	.5740
106-F	.5773
107-G	1.0825
108-H	.6760
201-A	.9870
202-B	.8833
203-C	.8715
204-D	.6951
205-E	.6270
206-F	.6833
207-G	.9370
208-H	1.0481

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Sidney R. Olsen
REGISTRAR OF TITLES

SIDNEY R. OLSEN
GABITZ

National Title Insurance Co.
1000 North Street
Chicago, Ill. 60610
3169382

DOCUMENT
HAS BEEN MICROFILMED
SEE JACKET FILE NO. 3169382

NO PLAT