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DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR  
THE TERRACES OF OLD IRVING PARK  
HOMEOWNERS ASSOCIATION

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS FOR THE TERRACES OF  
OLD IRVING PARK HOMEOWNERS ASSOCIATION**

THIS DECLARATION (the "Declaration") made this 19th day of January 1996 by Columbia National Bank of Chicago as Trustee under Trust dated July 18, 1995 and known as Trust No.4974 (hereinafter referred to as the "Declarant").

PREAMBLES:

A. Declarant is the owner in fee simple, and Developer the beneficiary of the title holding land trust, of a certain parcel of real estate in the City of Chicago, County of Cook, State of Illinois, legally described in Exhibit A attached hereto and incorporated herein (the "Property");

B. Declarant and Developer (hereinafter defined) desire to develop a single family residential development on the Property to be known as The Terraces of Old Irving Park Subdivision (the "development"); and

C. Declarant and Developer desire to submit the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, transferred, occupied and conveyed subject to the following covenants, conditions, easements and restrictions, all of which shall run with the Property, and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1--DECLARATION PURPOSES  
AND PROPERTY SUBJECT TO DECLARATION

1.1. The Declarant desires to create on the Property a single family development for future owners of Lots (as hereinafter defined) for the following general purposes:

- (a) The Declarant, by the imposition of covenants, conditions and restrictions and the reservation of certain powers unto itself, does intend to provide for the Property a plan for development which is intended to enhance and to protect the values of Declarant's single-family residential community; and

- (b) The Declarant desires to provide for the maintenance of the Common Area (as hereinafter defined) portions of which may be owned by the Association (as hereinafter defined) and used in common by the owners (as hereinafter defined) of the Property.

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

## ARTICLE 2--DEFINITIONS

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

- 2.1 "Additional Property" shall mean and refer to the real estate legally described on Exhibit C attached hereto and made a part hereof, or any other real estate located within 1000' of the Property.
- 2.2. "Association" shall mean and refer to The Terraces of Old Irving Park Homeowners Association, an Illinois not-for-profit corporation, and a Common Interest Community as defined in section 9-102 (a) (8) of the Illinois Code of Civil Procedure as from time to time amended, its successor and assigns.
- 2.3. "Attached Unit" shall mean and refer to any of the Single Family Dwellings which share one or more walls in common with another Attached Unit which may be built on Lots 4 through 10 and 19 through 49 on the Subdivision Plat attached hereto as Exhibit B.
- 2.4. "Board" shall mean and refer to the Board of Directors of the Homeowners Association, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property.
- 2.5. "By-Laws" shall mean and refer to the By-Laws of the Homeowners Association, the document recorded immediately after this Declaration, as subsequently amended from time to time. The By-Laws are incorporated into this Declaration by this reference.
- 2.6. "City" shall mean the City of Chicago as a municipal corporation or an official department or agency of same acting on behalf of the City of Chicago.



2.7. "Common Area" shall mean and refer to all real property and improvements thereon to be owned or maintained by the Association for the common use and enjoyment of all members of the Association. This shall include the Fitness Trail, private streets and alleys and other areas as described on the Plat of Subdivision (as hereinafter defined) attached hereto and made a part hereof as Exhibit B.

2.8. "Declarant" shall mean and refer to Columbia National Bank of Chicago as Trustee under Trust dated July 18, 1995 and known as Trust No. 4974

2.9. "Detached Unit" shall mean and refer to any Single Family Dwelling which does not share any walls in common with any other Single Family Dwelling.

2.10. "Developer" shall mean and refer to C. A. Development, LLC, an Illinois limited liability company.

2.12. "Lot" shall mean and refer to that portion of the Property indicated upon the recorded subdivision plat or plats of the Property improved or intended to be improved as set forth on Exhibit B attached hereto. If any Owner shall combine two Lots which allowed Attached Units thereon and shall build one Detached Unit thereon instead, such combined Lots shall be deemed to be one Lot for the purposes of voting rights under Article 4 and for fixing of Association Assessments pursuant to Article 6 hereunder. Notwithstanding the foregoing, If any Owner shall purchase two or more contiguous Lots originally designated for Detached Units, each such Lot shall be deemed a lot for voting rights and Association Assessments.

2.13. "Owner" shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2.14. "Member or Membership" shall mean and refer to every person or entity who holds Membership in the Association.

2.15. "Mortgage", shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

2.16. "Person" shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

2.17. "Perimeter Sidewalks" shall mean and refer to all sidewalks installed by Developer which span the perimeter of multiple individual Lots and which abut the Common Area or Public

Streets but specifically excluding any walk which is contained entirely within one Lot and serves only the front or rear entrance of any residence on a Lot.

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

2.19. "Subdivision Plat" shall mean and refer to the Plat of Subdivision for the Subdivision as recorded with the office of the Recorder of Deeds of Cook County, Illinois attached hereto and made a part hereof as Exhibit B.

2.20. "Single Family" shall mean and refer to one or more persons, each related to other by blood, marriage or adoption, or a group of not more than four (4) persons not all so related, maintaining a common household.

2.21. "Turnover Date" shall mean and refer to the meaning referred to and set forth in Section 4.6 hereof.

#### ARTICLE 3--GENERAL RESTRICTIONS

3.1. All Lots shall be used only for Single Family Dwellings. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required.

3.2. The restriction in Paragraph 3.1 shall not, however, be construed in such a manner as to prohibit an owner from: (a) maintaining their personal professional library therein; (b) keeping their personal business records or accounts therein; or (c) handling their personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph. All such uses shall be in compliance with and subject to the limitations of the Chicago Home Occupation Ordinance.

3.3. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

3.4. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement

shall, except as otherwise herein provided, be located upon the Lots.

3.5. No person shall accumulate on his Lot abandoned or junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefor; and if outside, shall be properly screened. Vacant Lots shall not be used for the purpose of raising crops thereon.

3.6. Trucks, boats, recreational vehicles or trailers shall at all times be parked in the garage of a dwelling located on a Lot. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a dwelling. Notwithstanding the foregoing, owners may wash their own vehicles in their own driveways without being in violation of this article.

3.7. There shall be no obstruction in the driveways or other portions of the Common Area nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.

3.8. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

3.9. The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than mast antennae or satellite dish not exceeding 3' in diameter located on the roof of a Dwelling) shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Developer prior to the Turnover Date or by the Board or the Architectural Control Committee (as hereinafter defined) thereafter.

3.10. All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property.

3.11. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate



charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Area.

3.12. The Developer initially, and after the Turnover Date the Board, shall have the right to designate and place signs for Parking; No Parking; street directions and names; and such other signage as it deems necessary for the private streets and alleys.

3.13. There is also reserved to the Developer, its agents and prospective purchasers and lessees, the right of ingress and egress in and through the Common Area and to park in the outdoor parking areas incident to such sales or leasing purposes designated by Developer and, during construction by the Developer, the right of ingress and egress in and through the Common Area in connection with such construction.

3.14. Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.

3.15. Owners of Lots as indicated on the Plat of Subdivision shall not construct any type of fence which extends beyond the front facade of the dwelling thereon nor into the required front yard set back. No fencing other than the Property perimeter fencing or the fencing installed by Developer shall exceed 6' in height. All fencing shall be constructed in a workmanlike and professional manner of either solid wood, masonry, or wrought iron and shall be aesthetically pleasing. There shall be no chain link fencing (other than perimeter fencing by Developer).

#### ARTICLE 4--MEMBERSHIP AND BOARD OF DIRECTORS

4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. ownership of a Lot shall be the sole qualification for membership.

4.2. Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot. If more than one (1) person is the record owner of any Lot, or if an Owner is trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws.

4.3. Board of Directors. The Association shall be governed by a Board of Directors comprised of five (5) persons, or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Area and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws, a copy of which By-Laws are attached hereto as Exhibit "D".

4.4. Officers. The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time, and its officers under the direction of the Board and shall not be subject to the approval of the Members. The Articles of Incorporation and By-Laws of the Association may include such added provisions for the protection and indemnification of its Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or officers.

4.5. Director and Officer Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the owners or the Association or arising out of their status as Directors or officers unless any such contract or such act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director or Officer, or (ii) any matter settled or compromise unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being

adjudged liable for gross negligence or fraud in the performance of his/her duties as such Director or Officer.

4.6. Turnover. The Developer shall, through the Board appointed by it in accordance with Section 4.3, exercise control over all Association matters, until the first to occur of the following events: (a) twenty (20) years from the date of this Declaration; (b) the sale and conveyance of legal title to all of the Lots to Owners other than Declarant or an assignee of Declarant as provided in Section 12.7 hereof; or (c) Developer elects voluntarily to turnover to the Members the authority to appoint the Board, which election it shall evidence by directing the Declarant to execute and record in the Office of the Recorder of Deeds of Cook County, Illinois an instrument setting forth its intention to so turnover its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date". On or prior to the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder and the Association shall undertake to maintain the Common Area pursuant to the terms hereof.

4.7. Board Powers. The Association, through the Board, shall have the following powers and duties:

- (a) Own, maintain and otherwise manage the Common Area and all Improvements thereon in substantial accordance with the final landscape development plan and own, maintain and otherwise manage all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sac and median strips in the private streets (or any private streets within the development which thereafter become dedicated streets), which are adjacent to or within the Property and to maintain any signage and lighting located thereon;
- (b) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same not later than ninety (90) days after the date of the initial meeting of the Members of the Association is held as provided by the By-Laws;



- (c) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board;
- (d) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, lighting and other improvements located within the Common Area, Perimeter Sidewalks, or at the entrance ways to the Property;
- (e) At its option, mow, care for, maintain vacant and unimproved portions of the Property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant portions of the unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant, unless consented to by Declarant;
- (f) Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable residential community; and
- (g) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

4.8. Insurance. The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each owner, the Association, its officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessments required by and collected in accordance with Article 6. The Association shall be further responsible for maintaining such



policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least 30 days prior written notice for the Association. The Insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, owners, and mortgagees.

4.9. Developer Rights.

- (a) Until the Turnover Date, the Developer shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take as herein provided.
- (b) Until the Turnover Date, Developer may elect to maintain the Common Area and all signs and monuments located thereon and bill the Association for all expenses and costs in connection with the Common Area, including without limitation, the costs of improving and maintaining the Common Area (and any signs and monuments located thereon). Prior to the Turnover Date, Developer shall pay all general real estate taxes payable in connection with the Common Area. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Developer shall reimburse the Association, on a prorata basis, for such real property taxes. Declarant shall, not later than the Turnover Date, convey to the Association that portion of the Common Area to be owned by the Association.
- (c) Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests, invitees, to utilize roads, streets, Common Area and all other portions of the Property, excluding sold Lots, for such purposes until all Lots are sold. Developer may at all times utilize signage, lighting and establish temporary construction and sales offices, buildings and trailers and construct model homes to conduct its construction, sales and marketing of the Property.

ARTICLE 5--EASEMENTS, KOLMAR STREET, PROPERTY RIGHTS, PARTY WALLS

5.1. Easements and Use and Enjoyment. All Easements hereinafter described or set forth on the Subdivision Plat or other Plat of Easement recorded by Declarant, shall be maintained by the Association. An Easement is hereby declared and created over and upon the Common Area and the Perimeter Sidewalks for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area and the Perimeter Sidewalks, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) The right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area.
- (b) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board and by a majority of the Members, voting at a general or special meeting duly called and held in accordance with the By-Laws.
- (c) The right of the Declarant prior to the Turnover Date and thereafter the right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by three-fifths (3/5) of the Members of the Board of Directors, has been recorded.

5.1.1 Kolmar Street. Notwithstanding the foregoing, a dedication to the City of Chicago of that part of the Common Area which is an extension of the public street, Kolmar Avenue, shall not require any vote or approval of members or the Board if such dedication shall be requested or required in writing by the City of Chicago. If such Common Area extension of Kolmar Avenue does not meet public street standards at the time of any such dedication, the Association shall be responsible for and shall bear the cost of bringing the extension up to public standards for street construction. If the extension of Kolmar Street (either as a private or a public way) is improved beyond the

current northern boundary of Lot 11 as shown on Exhibit B, then the easement for turnaround on Lot 11 shall immediately terminate, and Lot 11 shall no longer be burdened by the turnaround easement. No consent or approval of the Association or Board shall be required to terminate such turnaround easement.

5.2. Rights of Occupants. All persons who reside on a Lot shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Lot, as provided in the By-Laws.

5.3. Utility Easement. The Illinois Bell Telephone Co. or other authorized telephone company, Commonwealth Edison Company, the authorized cable television company, Peoples Gas Company, Cook County Public Works Department, City of Chicago, Illinois, and all other suppliers of utilities serving the Property, their successors and or assigns are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Property shown within the dotted lines and marked as "Easement" on the Plat of Subdivision or any Plat of Easement heretofore or subsequently recorded; also the property designated as Common Area, and the area designated for streets and alleys, whether public or private, together with the right to install required service connections under the surface of each Lot and Common Area for the purpose of providing utility services to the Property or to any portion of Additional Property, whether or not annexed hereto. Further the right is given to each utility supplier to cut, trim or remove bushes and roots or branches as may be reasonably required incident to the rights herein given, and to enter upon the subdivision property for such purposes. Obstructions shall not be placed over the grantees' facilities or in or upon the property within the dotted lines marked Easements without the prior written consent of the grantee Every Owner is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Lot for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Lot.

5.4. Access Easements for Adjoining Property Owners. The owners of the property which abuts and adjoins the Property on its northern boundary shall have a perpetual non-exclusive easement across those certain parts of the Common Area as shown on the Plat of Subdivision (easement on the eastern boundary created by reservation in deed to B & B Packing recorded as Document No. 19680543 on December 10, 1965 [hereinafter the "B & B Easement"]). The owner of the Additional Property (described as parcel 1 on Exhibit C) which borders to the North on the western end of the Property, shall have in addition to the B & B Easement a 22' easement (hereinafter the "PAL Easement") on



the northern perimeter as well as an easement over the extension of Kolmar Street to the northern boundary of the development, both as shown on the Plat of Subdivision.

5.5. Encroachments. In the event that (a) by reason of installation, settlement, shifting or movement, any dwelling, garage, public utility equipment, or other improvement as originally constructed by the Developer or Public Utility on any Lot or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot or upon the Common Area, or (b) by reason of such settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of settlement, shifting or movement of utility, ventilation and exhaust systems, as originally constructed by Developer, any mains, pipes, ducts or conduits servicing any Lot or more than one Lot, encroach or shall hereafter encroach upon any part of any Lot or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Lot or Common Area to maintain, repair and replace such encroachment, are hereby established and shall exist for the benefit of such Lot, Public Utility, or the Common Area, as the case may be, so long as such dwelling, garage, public utility equipment, or other improvement shall remain standing, provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use in the Common Area be created in favor of any Owner if such encroachment or use was created by the intentional, willful or negligent conduct of any Owner or that of his agent.

5.6. Easements 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 binding upon any owner, purchaser, mortgagee or to the person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

5.7. Party Walls. All dividing walls which are placed on the boundary line between Lots which serve two (2) or more Lots



or Attached Units shall at all times be considered party walls. The cost of reasonable maintenance, repair or replacement of said party walls shall be borne equally by the Owners of the Lots served thereby, and easements for the benefit of such uses among the Owners are hereby granted therefor. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

5.8 Damage or Destruction to Party Walls. If a party wall is destroyed or damaged by fire or other casualty, any Owners of Lots or Attached Units served by the wall shall restore it and equally contribute to the cost or restoration in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

5.9 Liability Due to Negligence. Notwithstanding any other provision of this Declaration, an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5.10. Right of Contribution. The right of Owner to contribution from any other Owner under any of the sections as hereinabove set forth shall be appurtenant to the land and shall pass to such Owner's successors in title.

5.11. Common Use. Any and all facilities of any kind presently existing or hereafter installed, designed for the common use of any two (2) or more Lots, shall be perpetually used and maintained in common by the Owners or Occupants thereof.

5.12. Party Wall Easement Rights. The Owners hereby grant to each other, their grantees and their respective heirs, successors, personal representatives or assigns all easements contained in the sections as hereinabove set forth, including but not limited to, easements for party walls, support and maintenance, along with the restrictions, covenants, burdens, uses and privileges attendant with said easements.

#### ARTICLE 6--COVENANT FOR ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (excluding Declarant), by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs

of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area or Perimeter Sidewalks and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for any services or utilities provided in common to all Members, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

6.3. Assessment Procedure/Annual Assessments.

- (a) Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before the next January 1, following the preparation of the budget, and on the first day of each and every month for the next twelve (12) months, each owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before May 1 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the

Board, be retained by the Association and shall be placed in a reserve account.

- (b) If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 6.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.
- (c) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Area and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed Five Thousand and No/100 Dollars (\$5,000.00) for all Lots involved shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by the Members present at a general or special meeting duly called for that purpose or, in lieu of such Member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by



the members, and shall be used only for the specific purpose for which such assessment was levied.

6.5. Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder. At the closing of a sale to an initial Owner of a Lot, said Owner shall deposit with the Association an amount equal to Two Hundred Twenty Five and 00/100 Dollars (\$225.00) as a start up deposit to be applied to capital reserves.

6.6. Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the Members shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting Members in person or by proxy having sixty percent (60%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7. Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

6.8. Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a late charge not to exceed Fifty and No/100 Dollars (\$50.00) per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any



7.2. Front Yard. The Association shall be responsible for lawn cutting and maintenance (but excluding any additional planting by any Owner) in the front yard of each lot to the set back lines shown on Exhibit B. Side and rear yard maintenance shall be the responsibility of the respective Lot Owner.

7.3. Borderline Fence. The Association shall be responsible for the reasonable cost and expense for the maintenance of all borderline fences located on the perimeter of the Property which separates the Property from land owned by other than a Member as indicated on the Plat of Subdivision or any fences installed by developer to separate Common Area from any Owner's Lot. Any fences between Owners' Lots shall be the responsibility of the Owner or his successor) who installed such fence.

#### ARTICLE 8--RIGHTS OF FIRST MORTGAGEES

8.1. In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

Unless at least fifty-one percent (51%) of the first mortgagees (based upon one vote for each first mortgage owned) of individual Lots (hereinafter referred to as "First Mortgagees") have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvement thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association or the dedication to the City of any of the Association's private streets or alleys, shall not, for purposes of the foregoing, be deemed to be a transfer.
- (b) Change the method of determining the obligations, assessments, dues, reserves for maintenance, repair and replacement of Common Areas, or other charges which may be levied against a Lot and the Owner thereof as provided in Article 6, subject, however, to the provisions in Paragraph 8.5 hereof.
- (c) By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any dwelling or garage on a Lot, the exterior maintenance of any such

dwelling or garage, the maintenance of common fences and driveways, if any, or the upkeep of lawns and plantings on the Property.

- (d) Fail to maintain fire and extended coverage insurance on the insurable improvements in the Common Area in an amount not less than one hundred percent (100%) of the full insurable replacement cost.
- (e) Use hazard insurance proceeds for losses to any improvements to the Common Area for other than the repair, replacement or reconstruction of such improvements.
- (f) Change the responsibility for maintenance and repairs of the Common Area and/or Lots thereof as provided in Article 7.
- (g) Change the interests in the Common Area or rights to their use.
- (h) Change the voting rights of any Member of the Association.
- (i) Impose any restrictions on a Lot Owner's right to sell or transfer his or her Lot.
- (j) By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

8.2. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice.

8.3. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

8.4. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days.

8.5. First Mortgagees are entitled to timely written notice, if requested in writing of:

- (a) Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage;
- (b) Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners, association; and
- (d) Any proposed action that requires the consent of a specified percentage or eligible mortgage holders.

The request must include the Owners' Association, stating both its name and address and the Lot address of the Lot it has a mortgage on.

This Article 8 may be amended only with the written consent of seventy-five percent (75%) of the First Mortgagees (based upon one vote for each first mortgage owned).

#### ARTICLE 9--ARCHITECTURAL CONTROL

9.1. General Review and Approval. Except for improvements constructed by Developer, no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property or upon any Lot, dwelling, garage or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, except such as are erected or approved by the Developer, until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. No Owner shall request (nor cause a request to be made in his behalf for) any variation or exception from the Department of Zoning, the Zoning Board of Appeals, or the Department of Planning, unless that Owner has previously submitted such request to and received the approval of the Board or an architectural committee appointed by the Board. Notwithstanding the foregoing, this provision shall not preclude the installation of a swimming pool on any Lot, provided it shall otherwise comply with setback requirements and City code.

9.2. Television or Other Antenna. Notwithstanding the provisions of paragraph 9.1 herein, no outdoor television, radio or other antenna or satellite dish shall be affixed to or placed upon a Lot or upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot or upon any other portion of



a Lot, or on any portion of the Common Area, except for a single television mast antenna or a satellite dish not to exceed three (3') feet in diameter, without express written consent of the Board.

9.3. Repair and Reconstruction. In the event of damage to or destruction of any dwelling, garage or other improvement installed by Developer on any Lot, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within thirty (30) days after written notice is sent, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as his personal obligation and shall be a lien on his Lot.

ARTICLE 10--LEASE OF LOTS

Any lease agreement between an Owner and a lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. To verify this, a Rider, which can be obtained from the Board, must be signed and attached to every lease and returned to the Board. Notwithstanding, no lease is to be less than thirty (30) days. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant or Developer, to lease any Lot it owns.

ARTICLE 11--ADDITIONAL PROPERTY

11.1. In General: Declarant reserves the right at any time and from time to time prior to ten (10) years from the date of Recording of this Declaration to annex, add and subject some or all of the Additional Property as indicated on Exhibit C to the provisions of this Declaration as additional premises by recording a supplement to this Declaration ("Supplemental Declaration"), as hereinafter provided. No approval or consent of the Association or the Board shall be required for any such Supplemental Declaration adding or annexing the Additional



Property or any part thereof, and no Owner shall have the right to object to such Supplemental Declaration. If the Declarant shall subject the entire Additional Property to the provisions of this Declaration then he may cause the PAL easement to be released without further action or approval of the Association or Board. Any portion of Additional property which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Common Area shall be referred to as "Added Common Area"; and any Lots contained in the Added Premises shall be referred to as "Added Lots". After the expiration of said ten (10) year period, Declarant may exercise the rights described herein to annex, add and subject Additional Property to the provisions of this Declaration, provided that the consent of two-thirds (2/3) (by number) of the owners of all Lots then subject to this Declaration is first obtained.

11.2. Power To Amend: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 11.1, which amends or supplements Exhibit A. Exhibit A may only be amended or supplemented pursuant to this Article to add Additional Property to Exhibit A and shall not be amended to reduce or remove any real estate which is described in Exhibit A immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Developer deems necessary or appropriate.

11.3. Effect of Supplemental Declaration: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Common Area, or Added Lots to this Declaration, as provided in this Article, then:

- (a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Property, and Persons having an interest or estate in a Lot, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration.
- (b) Every Owner of an Added Lot shall be a Member of the Association on the same terms and subject to the same qualifications and limitations as those Members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

- (c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Common Area or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, mortgagees, and the lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;
- (d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any charges made to a Lot or its Owner prior to such Recording;
- (e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and
- (f) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of assessments pursuant to Section 6.3 or Section 6.8, as the case may be, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to the Declaration hereunder.

#### ARTICLE 12--GENERAL PROVISIONS

12.1. Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, ByLaws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6. If any Owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws,

or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6.

12.2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

12.3. Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or 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 Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot.

12.4. Amendments. The provisions of Article 5 and Paragraph 6.1, and this paragraph may be amended only by an instrument in writing setting forth such amendment signed and acknowledged by all Owners. Subject to Article 8, the remaining provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least fifty-one percent (51%) of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having a majority of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the office of the Recorder of Deeds of Cook County, Illinois.

12.5. Special Amendment. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other



governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot; or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elect to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservations of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments.

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

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

12.8. Owner's Address. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mail, postage prepaid, and addressed to any Owner

at the last address filed by such owner with Declarant shall be sufficient and proper notice to such owner shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

12.9. Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the owner at his last known address, all as shown on the records of the Association at the time of such mailing.

12.10. Binding Effect. Except for matters discussed in Article 11 of this Declaration, the easements created by this Declaration shall be of perpetual duration unless canceled in a written document signed by ninety percent (90%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

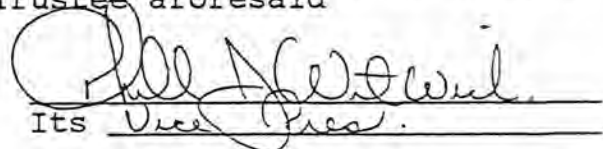
ARTICLE 13--COMMON INTEREST COMMUNITY

The Association shall act and operate as a Common Interest Community as defined in Illinois Code of Civil Procedure, Section 5/9-102, as from time to time amended. The Declaration and By-laws shall be deemed to be amended as necessary to comply with any statute relating to Common Interest Communities, and the Developer or Board may record such documents as are necessary to effect this compliance.

IN WITNESS WHEREOF, Columbia National Bank of Chicago, as Trustee aforesaid, has caused its name to be signed to these presents by its Vice Pres and Asst TR. Officer as of the date and year first above mentioned.

Columbia National Bank of Chicago,  
as Trustee aforesaid

By:

  
Its Vice Pres.

ATTEST:

By:   
Its Asst Trust Officer

PREPARED BY:

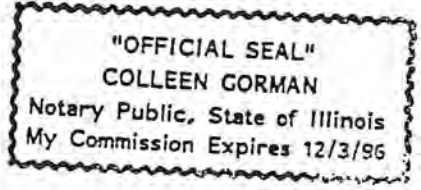
J. Paul Bertsche  
1900 W. Wolfram  
Chicago, Il. 60657  
(312) 472-2424

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Colleen GORMAN, a notary public in and  
for said County, in the State aforesaid, DO HEREBY CERTIFY that  
PHILLIS J. WITWICK, VICE PRESIDENT of COLUMBIA NATIONAL BANK OF CHICAGO  
SAURA L. KELLEY, ASST. TRUST OFFICER

of said corporation, personally known to me to be the same  
persons whose names are subscribed to the foregoing Declaration  
of Covenants, Conditions, Easements and Restrictions for The  
Terraces of Old Irving Park Homeowners Association, appeared  
before me this day in person and acknowledged that they signed,  
sealed and delivered the said Declaration, on behalf of the  
corporation and as their free and voluntary act, for the uses and  
purposes therein set forth.

GIVEN under my hand and seal, this 24 day of January  
1996.



*[Handwritten Signature]*  
NOTARY PUBLIC



EXHIBIT A--LEGAL DESCRIPTION

LOTS 1 THROUGH 32; 36 THROUGH 71; AND ALL OF OUTLOT "A" IN THE TERRACES OF OLD IRVING PARK, BEING A SUBDIVISION OF A PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS RECORDED DECEMBER 27, 1995 AS DOCUMENT NUMBER 95-897748

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**PLN NO.:** 13-15-306-057-0000; 13-15-306-054-0000;  
13-15-306-059-0000; 13-15-317-048-0000;  
13-15-306-051-0000; 13-15-306-056-0000;  
13-15-306-044-0000; 13-15-306-053-0000; and  
13-15-317-049 13-15-306-060  
13-15-317-050

**ADDRESS:** 7.3 acre site in 4400 block of West Berteau, Old  
Irving Park, Chicago, IL

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EXHIBIT B--SUBDIVISION PLAT

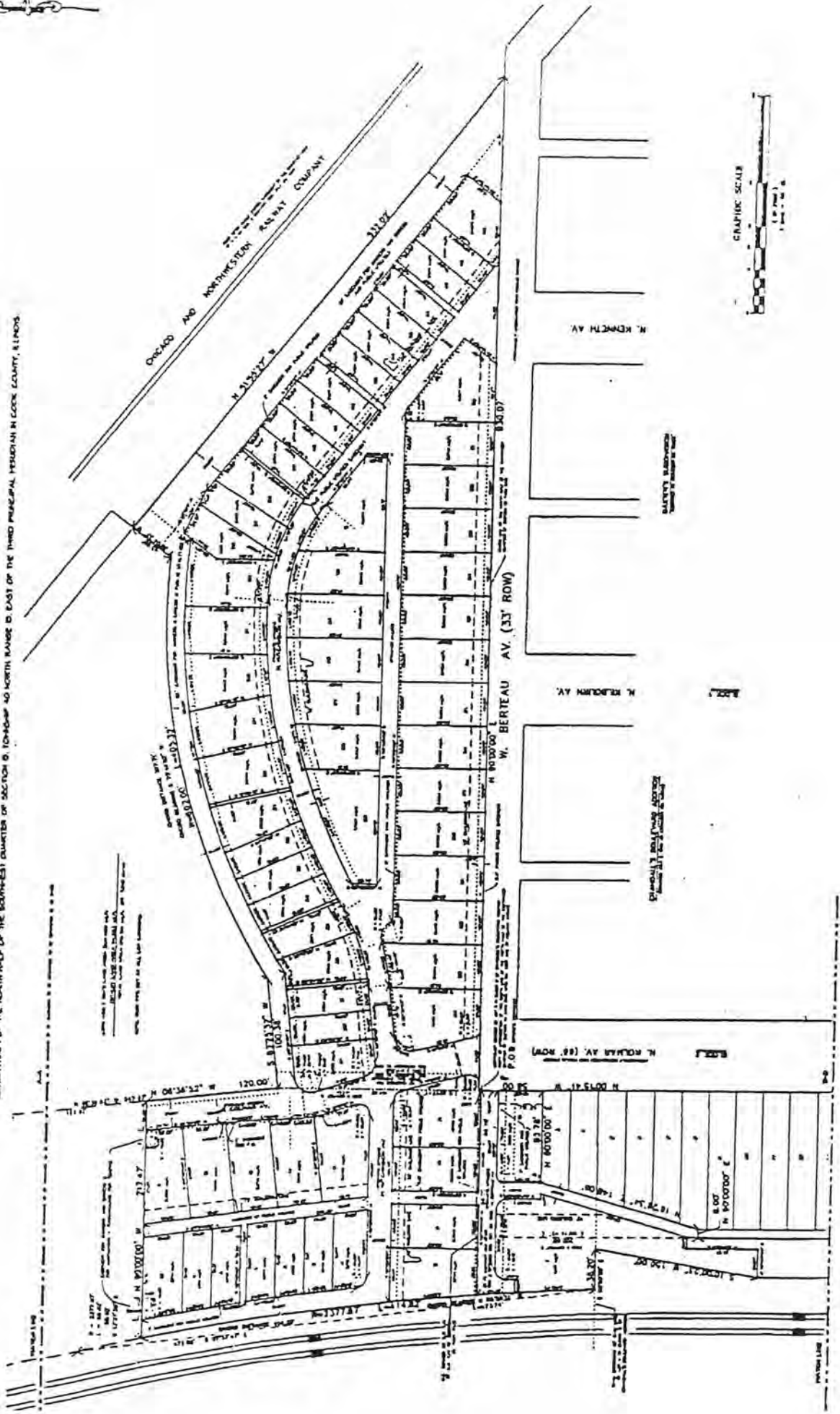
RECORDED WITH THE RECORDER OF DEEDS  
OF COOK COUNTY, ILLINOIS AS DOCUMENT  
NUMBER: 95-897748





# THE TERRACES OF OLD IRVING PARK

RECONSTRUCTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 40 NORTH RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS



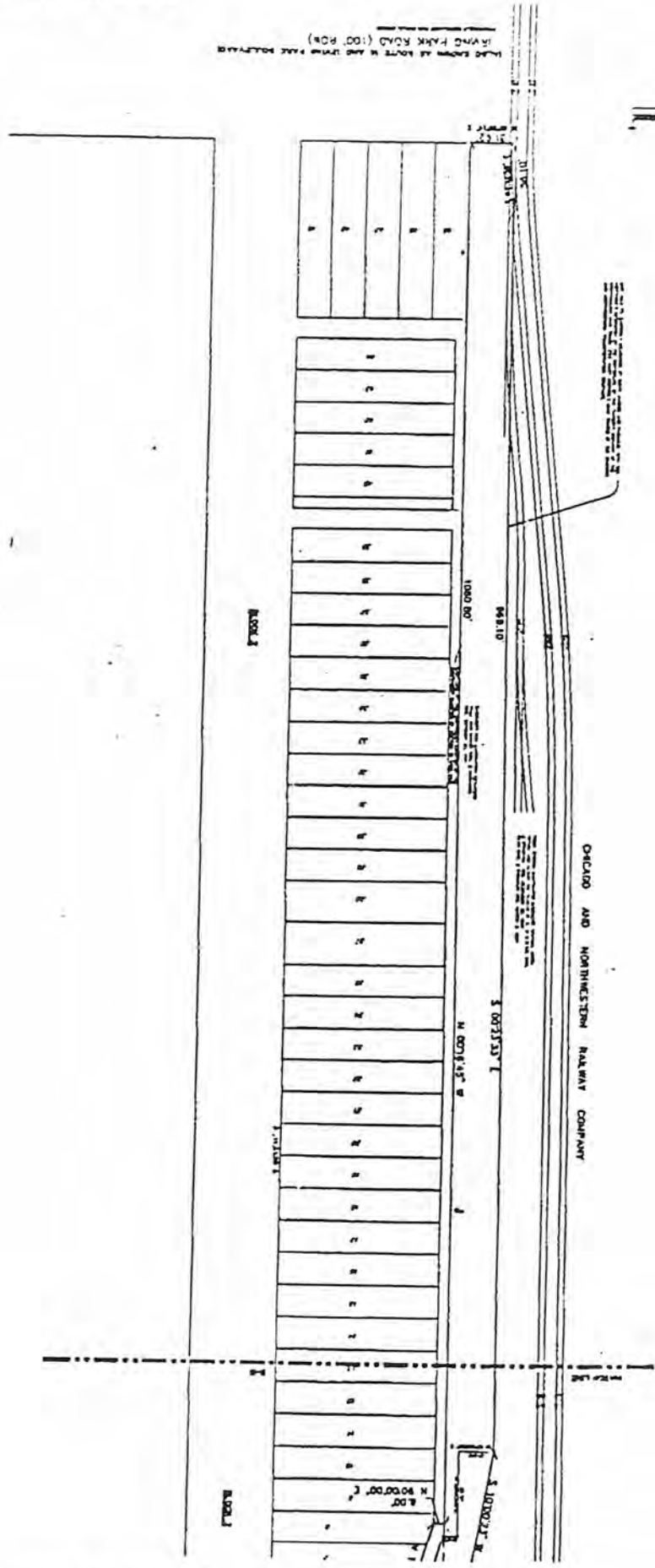
JOHN D. McTIGUE  
 PROFESSIONAL LAND SURVEYORS  
 3458 N. CICERO AVE. CHICAGO, ILL. 60641  
 (312) 786-1844

M. ALON BENTON  
 S.P.E.  
 BY S.P.E.  
 10-10-1988

JOHN D. MCTIGUE  
 PROFESSIONAL LAND SURVEYORS  
 3428 N. CICERO AVE. CHICAGO, ILL. 60641

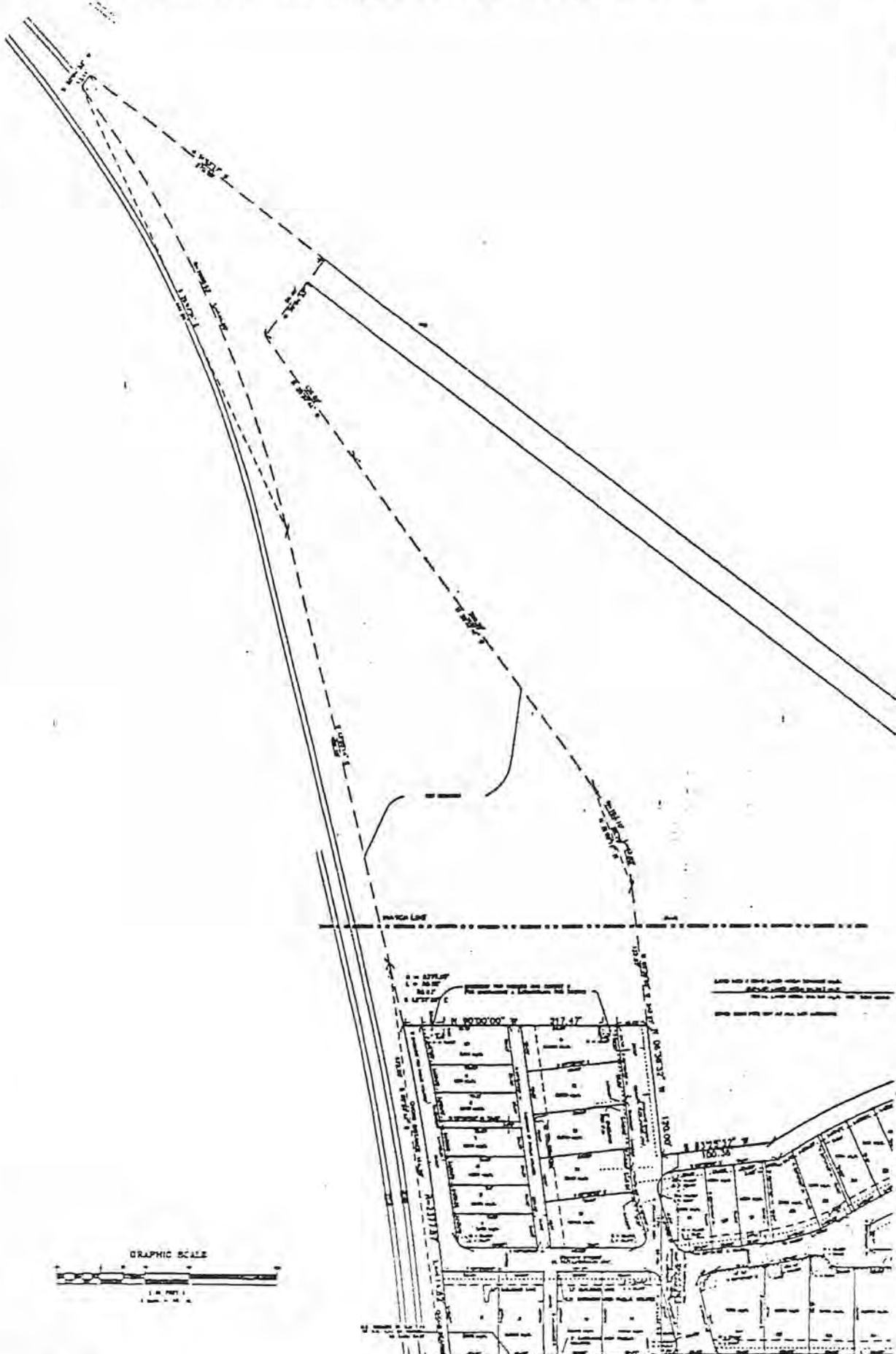


ROAD EXHIBIT AS SHOWN IN AND UNDER PARK HOLLYHED  
 IRVING PARK ROAD (100' ROW)



JOHN D. MCTIGUE  
 PROFESSIONAL LAND SURVEYORS

SCALE: 1 INCH = 200 FEET  
DATE: 11-15-11



DESIGNED BY: A. J. ...  
DRAWN BY: ...  
CHECKED BY: ...

JOHN D. McTIGUE  
PROFESSIONAL LAND SURVEYORS  
3458 N. CICERO AVE. CHICAGO, ILL. 60641



EXHIBIT C--ADDITIONAL PROPERTY

LEGAL DESCRIPTION

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

PARCEL 1

ORDER NO.: 1401 007507640 22

~~EAST, A DISTANCE OF 100 FEET FROM THE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 15 MINUTES 08 SECONDS WEST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING, EXCEPT THAT~~  
PART DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, ACCORDING TO THE PLAT THEREOF RECORDED JULY 2, 1889 AS DOCUMENT 1123882; SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES; THENCE NORTH 00 DEGREES 17 MINUTES 43 SECONDS WEST FROM SAID POINT OF COMMENCEMENT, A DISTANCE OF 184.08 FEET; THENCE NORTH 06 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 06 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 127.97 FEET; THENCE NORTHWESTERLY 97.82 FEET ALONG THE ARC OF A CURVE, TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 193.18 FEET AND A CHORD DISTANCE OF 96.78 FEET WITH A CHORD BEARING OF NORTH 21 DEGREES 07 MINUTES 17 SECONDS WEST; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST, A DISTANCE OF 369.25 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PROPERTY THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY CONVEYED TO THE B & B PACKING COMPANY BY QUIT CLAIM DEED NO. 74902, DATED SEPTEMBER 11, 1860; THENCE CONTINUING NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST ALONG THE SOUTHWESTERLY LINE OF SAID B & B PACKING COMPANY PROPERTY, A DISTANCE OF 136.82 FEET TO THE MOST WESTERLY CORNER OF SAID B & B PACKING COMPANY PROPERTY; THENCE NORTH 36 DEGREES 04 MINUTES 33 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID B & B PACKING COMPANY PROPERTY, A DISTANCE OF 86.41 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 270 FEET; THENCE SOUTH 33 DEGREES 04 MINUTES 33 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.11 FEET TO A LINE PARALLEL WITH AND DISTANCE 25 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE SOUTHBOUND MAIN TRACK (THE MOST EASTERLY MAIN TRACK), OF THE CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY, AS SAID MAIN TRACK IS NOW LOCATED; THENCE SOUTHERLY ON SAID PARALLEL LINE, 444.99 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,060.93 FEET AND A CHORD DISTANCE OF 441.86 FEET WITH A CHORD BEARING OF SOUTH 25 DEGREES 07 MINUTES 51 SECONDS EAST, TO A POINT OF TANGENCY; THENCE SOUTH 13 DEGREES 20 MINUTES 14 SECONDS EAST A DISTANCE OF 406.38 FEET TO A POINT OF CURVE; THENCE SOUTHERLY 58.92 FEET ALONG THE ARC OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 2,377.87 FEET AND A CHORD DISTANCE OF 58.92 FEET WITH A CHORD BEARING OF SOUTH 12 DEGREES 37 MINUTES 38 SECONDS EAST, THENCE EAST A DISTANCE OF 217.47 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PIN (part of 13-15-306-060)

EXHIBIT "C"

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

PARCEL 2A:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTH EAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALLS BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15, SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES:

THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCEMENT, A DISTANCE OF 183.93 FEET TO THE PLACE OF BEGINNING OF LAND HEREIN TO BE DESCRIBED; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 247.75 FEET, THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE SOUTH WEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I. C. C. NUMBER A-303 AND EXTENSION OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.32 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 100 FEET; THENCE SOUTH 51 DEGREES 55 MINUTES 27 SECONDS EAST A DISTANCE OF 926.12 FEET THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST, A DISTANCE OF 43.51 FEET TO A POINT 15 FEET NORTHERLY AS MEASURED RADIALLY FROM THE CENTER LINE OF SPUR TRACK I. C. C. NUMBER A-243 OF SAID RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED; THENCE WESTERLY ALONG A LINE PARALLEL WITH THE CENTER LINE OF SAID SPUR TRACK I. C. C. N. A-243, SAID PARALLEL LINE HAVING THE FOLLOWING DESCRIBED COURSES AND CHORD DISTANCES; NORTH 86 DEGREES 04 MINUTES WEST, A DISTANCE OF 23.54 FEET; SOUTH 87 DEGREES 49 MINUTES 55 SECONDS, WEST A DISTANCE OF 102.78 FEET SOUTH 77 DEGREES 31 MINUTES 32 SECONDS, WEST A DISTANCE OF 102.50 FEET SOUTH 68 DEGREES 41 MINUTES 09 SECONDS, WEST A DISTANCE OF 102.44 FEET SOUTH 60 DEGREES 15 MINUTES 25 SECONDS WEST ALONG THE LAST CHORD A DISTANCE OF 74.06 FEET; THENCE SOUTH 63 DEGREES 23 MINUTES 08 SECONDS WEST A DISTANCE OF 100 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2B:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION WITH THE WEST LINE OF NORTH KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S

CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007507640 D2

BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES; THENCE NORTH 0 DEGREES, 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCEMENT, A DISTANCE OF 183.93 FEET; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 247.75 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I. C. C. A-303 AND EXTENSION OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.32 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 08 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 100 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST, A DISTANCE OF 131 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST A DISTANCE OF 60 FEET, MORE OR LESS, TO A POINT ON A LINE WHICH BEARS NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 35 DEGREES 37 MINUTES 41 SECONDS EAST A DISTANCE OF 135 FEET MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2C:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION AND THE WEST LINE OF NORTH KOLMAR AVENUE SAID POINT OF COMMENCEMENT ALSO BEING THE NORTH EAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDELL'S BOULEVARD ADDITION BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15 HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A BASE FOR THE FOLLOWING DESCRIBED COURSES THENCE NORTH 0 DEGREES 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCEMENT A DISTANCE OF 183.93 FEET THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 247.75 FEET THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST A DISTANCE OF 96.78 FEET ALONG THE CHORD OF A CURVE CONCAVE TO THE SOUTH WEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED COURSE AN ARC DISTANCE OF 97.82 FEET THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST ALONG A LINE PARALLEL WITH AND 20 FEET NORTHEASTERLY AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SPUR TRACK I. C. C. NUMBER A-303 AND EXTENSION OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY AS NOW LOCATED AND ESTABLISHED A DISTANCE OF 369.32 FEET THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 100 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST A DISTANCE OF 131 FEET THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 27 FEET MORE OR LESS TO A POINT DISTANCE 10 FEET SOUTHWESTERLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY SPUR TRACK I. C. C. NUMBER 64 AS SAID SPUR TRACK IS NOW LOCATED THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH SAID SPUR TRACK (I. C. C. NO. 64) CENTER LINE A DISTANCE OF 1,057.12 FEET THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON A LINE WHICH BEARS SOUTH 51 DEGREES 55 MINUTES 27 SECONDS EAST FROM THE POINT OF BEGINNING A DISTANCE OF 10 FEET NORTHERLY MEASURED RADially FROM THE CENTER LINE OF CHICAGO AND NORTHWESTERN



CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A (CONTINUED)

ORDER NO.: 1401 007507640 D2

RAILWAY COMPANY SPUR TRACK I. C. C. NUMBER A-243 AS NOW LOCATED THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST A DISTANCE OF 1,030 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

(EXCEPT THAT PART OF PARCELS 2B AND 2C AFORESAID FALLING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION WITH THE WEST LINE OF KOLMAR AVENUE, SAID POINT OF COMMENCEMENT ALSO BEING THE NORTHEAST CORNER OF LOT 1 IN BLOCK 2 IN CRANDALL'S BOULEVARD ADDITION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15; SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 HAVING AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, FOR A BASE OF THE FOLLOWING DESCRIBED COURSES; THENCE NORTH 00 DEGREES 17 MINUTES 00 SECONDS WEST FROM SAID POINT OF COMMENCEMENT, A DISTANCE OF 183.93 FEET; THENCE NORTH 6 DEGREES 36 MINUTES 52 SECONDS WEST A DISTANCE OF 247.75 FEET; THENCE NORTH 21 DEGREES 07 MINUTES 16 SECONDS WEST A DISTANCE OF 96.78 FEET, ALONG THE CHORD OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 193.18 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, AN ARC DISTANCE OF 97.82 FEET; THENCE NORTH 35 DEGREES 37 MINUTES 41 SECONDS WEST ALONG A LINE PARALLEL WITH AND 20.0 FEET NORTHEASTERLY, AS MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF THE TANGENT SEGMENT OF SRUR TRACT (I. C. C. NO. A-303) AND EXTENSION OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY. AS NOW LOCATED AND ESTABLISHED, A DISTANCE OF 369.32 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 100.0 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST A DISTANCE OF 131.0 FEET; THENCE NORTH 38 DEGREES 04 MINUTES 33 SECONDS EAST A DEED DISTANCE OF 27.0 FEET MORE OR LESS, A MEASURED DISTANCE OF 24.75 FEET TO A POINT DISTANT 10.0 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF CHICAGO NORTHWESTERN RAILWAY COMPANY SPUR TRACT I. C. C. NO. 64 FOR THE POINT OF BEGINNING; THENCE SOUTH 52 DEGREES 55 MINUTES 27 SECONDS EAST ALONG A LINE PARALLEL WITH SAID SPUR TRACT (I. C. C. NO 64) CENTER LINE, A DISTANCE OF 40.0 FEET; THENCE SOUTH 38 DEGREES 04 MINUTES 33 SECONDS WEST A DISTANCE OF 50.0 FEET; THENCE NORTH 51 DEGREES 55 MINUTES 27 SECONDS WEST A DISTANCE OF 40.0 FEET; THENCE NORTH 36 DEGREES 04 MINUTES 33 SECONDS EAST A DISTANCE OF 50.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS)

PIN 13-15-306-062

EXHIBIT D - BY-LAWS OF THE TERRACES OF  
OLD IRVING PARK HOMEOWNERS ASSOCIATION

Article I - Name and Location

The name of the corporation is The Terraces of Old Irving Park Homeowners' Association, hereinafter referred to as the "Association." The principal office of the corporation shall be located in Chicago, Illinois, but meetings of Members and Directors may be held at such places within the State of Illinois, County of Cook, as may be designated by the Board of Directors.

Article II - Definitions and Purpose

1. The terms in Article 2 of the Declaration of Covenants, Conditions and Restrictions for The Terraces of Old Irving Park Homeowners' Association to which these By-Laws have been appended as an exhibit, shall apply to these By-Laws to the extent such terms are defined therein.

2. The Association shall be responsible for the general management and supervision of the Property and shall have all of the powers to perform and shall be responsible to perform all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not-for-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

Article III - Meetings of Members

1. Semi-Annual Meetings. The first semi-annual meeting of the Members shall be held within one (1) year from the date of proper recordation of the Declaration in Cook County, Illinois and each subsequent regular semi-annual meeting of the Members shall be held on the same day of the same month every six (6) months thereafter at the hour of 7:00 pm. If the day for the semi-annual meeting of the Members is on a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. Special meetings. Special meetings of the Members may be called at any time by the president, by the Board of Directors, or upon written request of the Members who are entitled to vote a total of forty percent (40%) of the votes of the Members.

3. Notice of Meetings. Except as may be otherwise provided by the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by a mailing copy of such notice, postage prepaid, at least five (5) days, but not more than forty (40) days, before such meeting to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty-one percent (51%) of the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

#### Article IV - Board of Directors; Selection; Term of Office

1. Number. The affairs of this Association shall be managed by a Board of Directors (the "Board") comprised of five (5) persons who shall be members of the Association, except for those directors elected prior to the sale of all of the Lots. Until the first meeting after the Turnover Date, the Board shall consist of directors designated by the Developer.

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

3. Election. At the first meeting after the Turnover Date, the number of Directors elected shall be five (5) and the Members shall elect all Directors for a term of one (1) year. Directors may succeed themselves.

4. Removal. From and after the first meeting after the Turnover Date, any director may be removed from the Board, with or without cause, by a vote of seventy percent (70%) of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve until the time of the next election of Directors.

5. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

6. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.



7. Election of Officers. The Board may elect from among its members a President who shall preside over both its meetings and those of the Members and who shall be the chief executive officer of the Board and Association; a Secretary who will keep the minutes of all meetings of the Voting Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary; and a Treasurer to keep the financial records and books of account; and additional officers as the Board shall see fit to elect. Officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

#### Article V - Nomination and Election of Directors

1. Nomination. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made only from among Members.

2. Election. Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

#### Article IV - Meetings of Directors

1. Semi-Annual Meetings. Semi-annual meetings of the Board of Directors shall be held at such a place and hour as may be fixed from time to time by resolution of the Board. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any three (3) Directors, after not less than two (2) days' notice to each Director.

3. Quorum. The majority of the number of Directors then constituting the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### Article VII - Powers and Duties of the Board of Directors

1. Powers. The Board of Directors shall have the power to:

- a) Adopt and publish rules and regulations, with the consent of a majority of the Members, governing the use of the Property, including the Common Areas and any facilities thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;



- b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;
  - c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;
  - d) Exercise all the powers and duties referred to in General Not-for-Profit Corporation Act.
2. Duties. It shall be the duty of the Board of Directors to:
- a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at least annual at a meeting of the Members or at any special meeting when such statement is requested in writing by a seventy percent (70%) majority of the Members entitled to vote;
  - b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
  - c) As more fully provided in the Declaration, to:
    - i) fix the amount of the annual assessment to be payable monthly against each Lot at least thirty (30) days in advance of each annual assessment period; and
    - ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
    - iii) foreclose the lien against any Lot owner for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay same.
  - d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- e) Procure and maintain adequate liability and hazard insurance on property owned or to be maintained, by the Association as provided in the Declaration;
- f) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- g) Cause the Property, including the Common Areas, to be maintained.

3. Rules and Regulations: Management.

- a) Rules - The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conversation and beautification of the Property and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.
- b) Management - The Declarant or the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.
- c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the owners or any of them.

4. Liability of the Board of Managers. The Members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgement, or for any acts or omissions made in good faith by such officers of Board Members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Owners unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any owner arising out of any such contract made by the Board, officers or out of the officers, to the extent not covered by insurance, shall be limited to a proportionate share of the total liability thereunder.

Article VIII - Officers and Their Duties

1. Enumeration of Officers. The officers of this Association may be a president who shall at all times be a member of the Board of Directors, a secretary and a treasurer and such other officers as the Board may determine from time to time by resolution created.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed or otherwise be disqualified to serve.
4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.
5. Resignation and Removal. Any officer may be removed from office, with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
7. Multiple Offices. The offices of president, secretary and treasurer may be held by the same person.
8. Duties. The duties of the offices shall be those usually vested in their respective office of a not-for-profit corporation, including, but not limited to, the following:
  - a) President - The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and may sign checks and promissory notes; and shall co-sign any check in excess of \$5,000.00
  - b) Secretary - The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board;
  - c) Treasurer - The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; may sign all checks and promissory notes of the Association, and shall co-sign any check in excess of \$5,000.00; keep proper books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a

statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

#### Article IX - Committees

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purposes.

#### Article X - Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at reasonable cost.

#### Article XI - Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing line upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum or the maximum law, whichever is less, and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the line against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for or by abandonment of his or her Lot. Every Member, except Declarant, who has mortgaged his or her Lot authorizes his or her mortgagee to collect and pay to the Association this assessment. Should the mortgagee decline to do so, then payments shall be made periodically as determined by the Association to the Association.

#### Article XII - Interim Procedure

Until the initial meeting of the Members after the Turnover Date, the Developer may appoint the Board which shall have the same powers and authority as given to the Board generally.

#### Article XIII - Amendments and Interpretation

1. These By-Laws may be amended at a regular or special meeting of the members, by a vote of seventy percent (70%) of the members of the Association and the Declarant if Declarant still owns any Lots.



2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

#### Article XIV - Miscellaneous

1. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet cash requirements for such year, including, but not limited to, the following items:

- a) Management and administration expenses;
- b) The estimated cost of repairs, maintenance and replacements of the Property including the Common Areas;
- c) The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replacements;
- d) Such other expenses of the Association as may be approved by the Board of Directors, including operating deficiencies, if any, for prior periods.

The differences between the estimated cash requirements of the Association and any non-membership income, plus unexpected assessments for the prior year not reallocated to reserves (prior year's savings), shall be an amount referred to as membership assessments. All amounts collected by the Association as a reserve shall be held in trust for the members in accordance with the provisions of Article 6 of the Declaration.

Within sixty (60) days from the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expense, any non-membership income, prior year's savings and membership assessments, and copies of such budget shall be furnished to each Member.

On or before the fifth (5th) day of the first (1st) month of the fiscal year covered by such estimated annual budget, and every month thereafter, each Member shall pay, as his respective annual assessment, one twelfth (1/12) of his annual share of the amount designated in the estimated annual budget as membership assessments.

If any member shall fail or refuse to make payment of his share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Member in the

Property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Declaration or these By-Laws, or which are otherwise available at law or in equity for the collection of all unpaid assessments.

Upon ten (10) days' notice to the Board and the payment of such reasonable fees, if any, established by the Board, any owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

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