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**AMENDED AND
RESTATED
DECLARATION
OF PARTY
WALL RIGHTS,
EASEMENTS,
COVENANTS
AND RESTRICTIONS FOR THE CROWN PARK
ESTATES HOMEOWNERS ASSOCIATION**

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AMENDED AND RESTATED DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS FOR THE CROWN PARK ESTATES HOMEOWNERS ASSOCIATION

20049550

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE ONE - Definitions	2
1.01 Association	2
1.02 Board	2
1.03 By-Laws	2
1.04 Charges	2
1.05 Common Areas	2
1.06 Common Assessment	2
1.07 Common Expenses	2
1.08 County	3
1.09 Declaration	3
1.10 Garage	3
1.11 Lot	3
1.12 Mortgagee	3
1.13 Non-Owner	3
1.14 Owner	3
1.15 Parking Area	3
1.16 Person	3
1.17 Premises	3
1.18 Private Yard	3
1.19 Record	3
1.20 Resident	3
1.21 Townhome	3
1.22 Townhome Exterior	4
1.23 Voting Member	4
1.24 Walks	4
ARTICLE TWO — Scope of Declaration/Certain Easements	4
2.01 Property Subject to Declaration	4
2.02 Conveyances Subject to Declaration	4
2.03 Duration	4
2.04 Lot Conveyance	4
2.05 Access Easement	5
2.06 Right of Enjoyment	5
2.07 Delegation of Use	5
2.08 Rules and Regulations	5

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20049550

2.09	Utility Easements	5
2.10	Easements, Leases, Licenses and Concessions	5
2.11	Association's Access	6
2.12	No Dedication to Public Use	6
2.13	Easement for Encroachment	6
ARTICLE THREE — Maintenance of the Common Area and Lots		7
3.01	Ownership of Common Area	7
3.02	Maintenance, Repair and Replacement of the Common Area	7
3.03	Maintenance, Repair and Replacement of Lots	7
3.04	Damage by Resident	8
3.05	Alterations, Additions or Improvements to the Common Area	8
3.06	Alterations, Additions or Improvements to Townhomes	8
3.07	Privacy Area	9
ARTICLE FOUR — Insurance/Condemnation		10
4.01	Association Insurance	10
4.02	Damage	10
4.03	Liability Insurance	10
4.04	Insurance by Owners	11
4.05	Subrogation and Waiver	11
4.06	Condemnation	11
ARTICLE FIVE — The Association		12
5.01	In General	12
5.02	Membership	12
5.03	Voting Members	12
5.04	Board	12
5.05	Voting Rights	12
5.06	Director and Officer Liability	12
ARTICLE SIX — Assessments		13
6.01	Purpose of Assessments	13
6.02	Common Assessments	13
6.03	Payment of Common Assessment	14
6.04	Revised Assessment	14
6.05	Special Assessment	14
6.06	Capital Reserve	15
6.07	Payment of Assessments	15
ARTICLE SEVEN — Collection of Charges and Remedies for Breach or Violation		15
7.01	Creation of Lien and Personal Obligation	15
7.02	Collection of Charges	15
7.03	Non-Payment of Charges	15

7.04 Lien for Charges Subordinated to Mortgages 16

7.05 Self-Help by Board 16

7.06 Other Remedies of the Board 17

7.07 Costs and Expenses 17

7.08 Enforcement by Owners 17

ARTICLE EIGHT — Use Restrictions 17

8.01 Industry/Signs 17

8.02 Unsightly Uses 17

8.03 Antennae 18

8.04 Residential Use Only 18

8.05 Parking 18

8.06 Obstructions 18

8.07 Pets 18

8.08 No Nuisance 19

8.09 Structural Impairment 19

8.10 Fences 19

ARTICLE NINE — Amendment 19

9.01 Amendment 19

ARTICLE TEN — Mortgagee's Rights 19

10.01 Notice to Mortgagees 19

10.02 Consent of Mortgagees 20

10.03 Insurance Proceeds/Condemnation Awards 21

10.04 Leasing 21

ARTICLE ELEVEN — Party Walls 23

11.01 Party Wall 23

11.02 Rights in Party Wall 23

11.03 Damage to Party Wall 23

11.04 Change in Party Wall 24

11.05 Arbitration 24

ARTICLE TWELVE - Miscellaneous 24

12.01 Notices 24

12.02 Captions 24

12.03 Severability 25

12.04 Perpetuities and Other Invalidity 25

12.05 Title Holding Land Trust 25

EXHIBIT A — Legal Description

EXHIBIT B — By-Laws

**AMENDED AND RESTATED DECLARATION OF
PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS
FOR THE CROWN PARK ESTATES HOMEOWNERS ASSOCIATION**

This Amended and Restated Declaration is made by members of the Crown Park Estates Homeowners Association who have at least 3/4ths of the vote, in accordance with the provisions of Article VII, Section 7.01 of the Declaration of Party Wall Rights, Easements, Covenants and Restrictions for the Crown Park Estates Homeowners Association.

RECITALS

WHEREAS, the Trustee, under Trust Agreement dated June 15, 1978 and known as Trust No. 25-3376, created the Crown Park Estates Homeowners Association and submitted its initial subdivision to a certain Declaration of Party Wall Rights, Easements, Covenants and Restrictions for the Crown Park Estates Homeowners Association (hereafter "Declaration"), recorded in the office of the Recorder of Deeds of Cook County on September 15, 1978 as Document Number 24628959, and amended from time to time; and

WHEREAS, the premises are legally described in Exhibit "A" hereto and the development included Lots and other common areas; and

WHEREAS, certain portions of the premises are designated as Common Areas in the Declaration and other portions are Lots which are improved with a Townhome; and

WHEREAS, in order to provide for the orderly and proper administration and maintenance of the Common Area and Townhomes, the Trustee formed the Crown Park Estates Homeowners Association (hereafter "Association") under the Illinois General Not-For-Profit Corporation Act; and

WHEREAS, the Association has the responsibility for administering and maintaining the Common Area and in some instances the Townhomes, and sets budgets and fixes assessments to pay the expenses incurred in connection with such duties; and

WHEREAS, each Owner of a Lot is a member of the Association and is responsible for paying assessments with respect to the Lot owned by such Owner; and

WHEREAS, the initial Declaration was recorded in 1978 and the members of Association and its duly elected Board of Directors believe that it is in the best interests of the Association to amend and restate the Declaration and By-Laws.

NOW, THEREFORE, the Declaration and By-Laws are hereby amended and restated as follows:

ARTICLE ONE Definitions

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

1.01 ASSOCIATION. The Crown Park Estates Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

1.02 BOARD. The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.03 BY-LAWS. The By-Laws of the Association, as set forth in Exhibit B attached hereto.

1.04 CHARGES. The monthly assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.05 COMMON AREAS. All portions of the premises other than the Lots, which are described together with all improvements located above and below the ground and rights appurtenant thereto. The Common Area shall generally consist of certain outlots or parcels of land or other common areas which has been conveyed to the Association and has not been conveyed or dedicated to any public body.

1.06 COMMON ASSESSMENT. The amounts which the Association shall assess and collect from the Owners to pay the Common Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMON EXPENSES. The expenses of administration (including management and professional services), operation, maintenance, repair, replacement of, and snow removal from the Common Area; the cost of and expenses incurred for, the landscaping of each Lot, as more fully provided in Article Three; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Common Area and the Lots for which the Association is responsible hereunder; the cost of furnishing any services which the Association is required to furnish pursuant to the provisions of Article Three; any expenses designated as Common Expenses by this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

1.08 COUNTY. Cook County, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the recording of this Declaration.

1.09 DECLARATION. This instrument with all exhibits thereto, as amended from time to time.

1.10 GARAGE. That part of the Townhome used for the parking of motor vehicles.

1.11 LOT. A lot which is designated in the initial Declaration and upon which is constructed a building consisting of at least one (1) Townhome.

1.12 MORTGAGEE. The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot or Townhome.

1.13 NON-OWNER. A person other than an Owner or a Resident.

1.14 OWNER. A Record Owner, whether one or more persons, of fee simple title to a Lot, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation.

1.15 PARKING AREA. Those portions of the Common Area designated as such by the Association.

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

1.17 PREMISES. The real estate described in Exhibit A, with all improvements thereon and rights appurtenant thereto.

1.18 PRIVATE YARD. That portion of the land immediately joining the rear, front and side of the Lot.

1.19 RECORD. To record in the office of the Recorder of Deeds for the County.

1.20 RESIDENT. An individual who resides in a Townhome on a Lot and who is either the Owner, a tenant of the Owner, a contract purchaser of the Lot, or a relative of any such Owner, tenant or contract purchaser.

1.21 TOWNHOME. That portion of a Lot which is improved by an individual dwelling unit.

1.22 TOWNHOME EXTERIOR. With respect to each Lot which has been improved with a Townhome which shall include the roof, foundation, steps, footings and outer surface of exterior walls.

1.23 VOTING MEMBER. The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

1.24 WALKS. Such front, side and rear walks on the Common Areas and Townhomes as may be installed or designated by the Association.

ARTICLE TWO

Scope of Declaration/Certain Easements

2.01 PROPERTY SUBJECT TO DECLARATION. Trustee, as the Owner of fee simple title to the Premises, recorded the initial Declaration and subjected the premises to its provisions.

2.02 CONVEYANCES SUBJECT TO DECLARATION. All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Amended and Restated Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in any part of the Premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Amended and Restated Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 DURATION. Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens and charges, which are granted, created, reserved or declared by this Amended and Restated Declaration shall be appurtenant to and shall run with and bind the land for a period of thirty-five (35) years from the date of recording of this Amended and Restated Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a recorded instrument executed by the Owner of not less than ninety percent (90%) of the Lots then subject to the Declaration.

2.04 LOT CONVEYANCE. There shall be no conveyance or transfer of a portion of any Lot without the prior written consent of the Board.

2.05 ACCESS EASEMENT. Each Owner of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public streets and roads over and across the Common Areas, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The County, the City or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Common Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises.

2.06 RIGHT OF ENJOYMENT. Each Owner shall have the non-exclusive right and easement to use and enjoy the Common Area and the exclusive right to use and enjoy the Owner's Lot and Townhome. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, including the right of the Association to come upon a Lot to furnish services hereunder.

2.07 DELEGATION OF USE. Subject to the provisions of this Declaration, the By-Laws and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Common Area and the Owner's Townhome to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Lot who are Residents.

2.08 RULES AND REGULATIONS. The use and enjoyment of the Common Area, Lots and Townhomes shall at all times be subject to reasonable rules and regulations duly adopted by the Board from time to time.

2.09 UTILITY EASEMENTS. The City of Evanston, Ameritech, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Area, Lots and Townhomes for the purpose of providing utility services to the Premises.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS. The Association shall have the right and authority from time to time to lease or grant easements, licenses or concessions with regard to any portions or all of the Common Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Common Area shall be used to pay the Common

Expenses. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot shall be deemed to grant a power coupled with an interest to the Board, as attorney in fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly recorded.

2.11 ASSOCIATION'S ACCESS. The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE. Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

2.13 EASEMENT FOR ENCROACHMENT. In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Lot, any improvement which is intended to service and/or be part of the Lot shall encroach upon any part of any other Lot or upon the Common Area or any improvement to the Common Area shall encroach upon any part of a Lot, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment to be created in favor of any Owner if such encroachment occurred due to the intentional, wilful or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Lot shall have an easement appurtenant to their Lot for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Lot:

- (a) the eaves, gutters, downspouts, fascia, flashings and like appendages which serve the Townhome or the Lot;
- (b) the chimney which serves the Townhome or the Lot; and
- (c) balconies, steps, porches, door entries and patios which serve the Townhome or the Lot.

The person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the person who is responsible for the maintenance of the premises upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

ARTICLE THREE Maintenance of the Common Area and Lots

3.01 OWNERSHIP OF COMMON AREA. Any portions of the Common Area shall be owned by the Association until conveyed by the Association as set forth in this Declaration.

3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON AREA. Maintenance, repairs and replacements of the Common Area shall be furnished by the Association and shall include, without limitation, snow removal, street cleaning and other necessary maintenance, repair and replacement of private roads, driveways and parking areas which are part of the Common Area, landscaping, added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and other landscaping, if any, on the Common Area. The cost of any such maintenance, repairs and replacement shall be Common Expenses.

3.03 MAINTENANCE, REPAIR AND REPLACEMENT OF LOTS:

(a) The Owners shall be responsible to maintain, repair and/or replace the exterior walls, roofs, foundations, masonry, steps, doors, windows, trim and all other exterior and interior portions of the Townhomes. Any Owner replacing a window or door must do so with a white color.

(b) The Board may, if authorized by the affirmative vote of Voting Members, representing at least two-thirds (2/3) of the votes of all members, cause the association to furnish services not specifically provided for herein ("Additional Services") to the Townhomes, such as exterior maintenance of buildings. The cost of furnishing any additional services furnished pursuant to this subsection shall be Common Expenses hereunder.

(c) If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Lot, Townhome or exterior area which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Townhomes in the Development or in compliance with rules and regulations adopted by the Board from time to time, then the Board may, in its discretion, take the following action:

(1) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

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(2) if the work is not done to the satisfaction of the Board, in its sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a lien against such Owner's interest in the Townhome. The Board reserves the right to collect this amount by filing an action in Forcible Entry and Detainer (eviction), pursuant to 735 ILCS 5/9-101/1 et seq. The Owner will be responsible for all of the Association's court costs and attorneys' fees.

3.04 DAMAGE BY RESIDENT. If, due to the act or omission of a Resident of a Townhome, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Townhome, damage shall be caused to the Common Area or Townhome exterior and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then the Owner of the Townhome shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMON AREA. No alterations, additions or improvements shall be made to the Common Area without the prior approval of the Board. The Association may cause alterations, additions or improvements to be made to the Common Area, and the cost thereof shall be paid from the Common Expenses. The Board may levy a special assessment, as more fully set forth in Section 6.05.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO TOWNHOMES. No additions, alterations or improvements (including, without limitation, changes in the landscaping or exterior color of a Townhome) shall be made to any exterior or any part of the Townhome which is visible from outside the Townhome by an Owner without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement upon the Owner's agreement either:

(a) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set; or

(b) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Common Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement.

(c) If an addition, alteration or improvement which requires the Board's consent hereunder is made to a Townhome exterior by an Owner without the

prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) require the Owner to remove the addition, alteration or improvement and restore the Townhome exterior to its original condition, all at the Owner's expense; and

(2) if the Owner refuses or fails to properly perform the work required under Subsection (1) above, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(3) ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.07 PRIVACY AREA Certain portions of a Townhome exterior may be designated as being reserved for the exclusive use of the Residents of a particular Townhome as a garden, patio or other similar use ("Privacy Area"), as provided in this Section. The Board may designate portions of the Townhome exterior as Privacy Areas by so designating such portions. The Board shall maintain a record of all Privacy Areas and to which Townhome each Privacy Area is assigned. The right to use a Privacy Area which is assigned to a Townhome shall run with title to the Lot of which the Townhome is a part. Subject to the provisions of Section 3.03, and any rules and regulations established by the Association, an Owner may landscape his Privacy Area, or otherwise improve his Privacy Area in a manner which compliments and enhances the aesthetic appearance of the Development. The Owner shall be solely responsible, at his own expense, for the maintenance, repair, upkeep, planting and replanting of his Privacy Area and any improvements thereto. If the Owner fails, in the judgment of the Board, to properly maintain his Privacy Area, then the Board, in its discretion and at the Owner's expense, may:

(a) cause the Privacy Area to be properly maintained and the cost thereof shall be a Charge to the Owner; or

(b) cause the Privacy Area to be restored to its original state in conformity with the surrounding landscape, in which case such portion of the Townhome exterior shall no longer be deemed to be a Privacy Area and the Owner shall no longer have any rights under this Section with respect to such portion of the Townhome.

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ARTICLE FOUR Insurance/Condemnation

4.01 ASSOCIATION INSURANCE. The Owner of each Townhome shall maintain in full force and effect an insurance policy insuring said Townhome against the hazards normally insured against in a homeowner's insurance policy, for the full replacement cost of the Townhome and building structure. The Association shall be named as an additional insured on the Owner's policy. The Board shall also have the authority to obtain insurance for the entire Development Area exclusive of interior additions, improvements and decorating made to the Townhomes by the Owners, against loss or damage by fire and such other hazards as the Board may deem desirable for the full insurable replacement cost of the entire Development Area. Such insurance shall be written in the name of, and the proceeds thereof, shall be payable to the Association, as the trustee for each of the Owners and the Mortgagees. The policy of insurance shall also contain an endorsement waiving subrogation rights by the insurer against individual Owners, if available. Premiums for such insurance shall be borne by the Association.

In order to convert from individual to master insurance, the Board shall call a special meeting of members. Upon the approval of 2/3rds of the Owners present at said meeting, in person or by proxy, the Board may convert the Association from individual to master insurance.

4.02 DAMAGE. All repair, restoration or rebuilding pursuant to the provisions of this Article Four shall be carried out under such supervision and direction as the Board shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Lot which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

4.03 LIABILITY INSURANCE. The Board shall also have the authority to and shall obtain comprehensive public liability and directors and officers liability insurance covering the Board, its officers and committee members in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, Mortgagee, the Association, its officers, Board and employees, as the case may be, from liability in connection with the Premises. The Owners shall be included as additional insureds but only with respect to that portion of the Premises not reserved for their exclusive use. Premiums for such insurance shall be borne by the Association. The Board shall also have the authority to and may obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable and the premiums therefor shall be borne by the Association.

4.04 INSURANCE BY OWNERS. Each Owner must maintain his own insurance on the contents of his Townhome, his additions and improvements thereto, any decorating and furnishings and personal property therein, and his personal property stored elsewhere in the Premises, and for his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided. The Association must be named as an additional insured on this policy. A copy of the Certificate of Insurance must be submitted to the Board. In the event an owner fails to obtain such insurance, the Board may, but is not obligated to purchase such insurance for the owner and assess the cost of the insurance back to the owner's account.

4.05 SUBROGATION AND WAIVER. Each Owner agrees to a waiver of subrogation provision in any of the foregoing policies obtained and maintained by the Board, and further agrees to execute evidence thereof at the request of the Board or any insurer. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board and their Homes, or to any personal property located in the Premises, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance carried to cover the loss or which is the responsibility of the Owners to carry hereunder.

4.06 CONDEMNATION. In the case of a taking or condemnation by competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Common Area Capital Reserve being held for such part of the Common Area shall, in the discretion of the Board, either:

- (a) be applied to pay the Common Expenses;
- (b) be distributed to the Owners and their respective mortgages, as their interests may appear, in equal shares; or
- (c) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Common Area under this Declaration.

Any acquisition by the Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and recorded.

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ARTICLE FIVE The Association

5.01 IN GENERAL. The Association is incorporated as a not-for-profit corporation under Illinois law. The Association is the governing body for all of the Owners for the administration and operation of the Common Area and to the maintenance, repair and replacement of the Common Area and certain portions of the Townhomes as provided herein.

5.02 MEMBERSHIP. Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 VOTING MEMBERS. Subject to the provisions of the Declaration and By-Laws, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot. A Voting Member must be in good standing with the Association. Good standing shall be defined as any Owner who is current in all assessments, fines, late fees, attorney's fees and other charges due and owing to the Association. In addition, an Owner in good standing must have no pending violations of the Rules and Regulations.

5.04 BOARD. The Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS. All of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one (1) vote for each Lot which the Voting Member represents. Any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY. Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and officers, their heirs, executors or administrators, against all contractual and other liabilities to others arising out of contacts 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 act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel 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 may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to:

(a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer; or

(b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

ARTICLE SIX
Assessments

6.01 PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety and welfare of Members of the Association, to administer the affairs of the Association, to pay the Common Expenses, and to accumulate reserves for any such expenses.

6.02 COMMON ASSESSMENTS. Each year, on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) the estimated Common Expenses;
- (b) the estimated amount, if any, to maintain adequate reserves for Common Expenses including, without limitation, amounts to maintain the Capital Reserve;
- (c) the estimated net available cash receipts from the operation and use of the Common Area, plus estimated excess funds, if any, from the current year's assessments;

(d) the amount of the "Common Assessment" payable by the Owners, which is hereby defined as the amount determined in Subsection (a) above, plus the amount determined in Subsection (b) above, minus the amount determined in Subsection (c) above;

(e) that portion of the Common Assessment which shall be payable with respect to the ensuing calendar year by the Owner of each Lot, which is subject to assessment hereunder, which shall be equal to the Common Assessment divided by the number of Lots, so that each Owner shall pay equal Common Assessments for each Lot owned. The Common Assessment shall be paid in periodic installments as determined from time to time by the Board, but no less frequently than once each year.

(f) that portion of the Common Assessment which shall be allocated and put aside in an account established for capital reserves, plus any other reserve account the Board deems appropriate.

6.03 PAYMENT OF COMMON ASSESSMENT. On or before the 1st day of January of the ensuing calendar year, and on such dates thereafter as the Board shall designate until the effective date of the next annual or revised Common Assessment, each Owner of a Lot which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Common Assessment which is payable by each Owner of a Lot under Article Six, as applicable.

6.04 REVISED ASSESSMENT. If the Common Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT. The Board may levy a special assessment as provided in this Section:

(a) to pay (or build up reserves to pay) expenses other than Common Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, or any other property owned or maintained by the Association; or

(b) to cover an unanticipated deficit under the prior year's budget.

Any special assessment shall be levied against all of Lots in equal shares. The Board shall serve notice of a special assessment on all Owners no less than ten (10) days

prior to its effective date by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE. The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Area (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Common Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the Common Assessment paid by such Owner.

6.07 PAYMENT OF ASSESSMENTS. Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN

Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION. Each Owner of a Lot by acceptance of a deed (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES. The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES. Any Charge which is not paid to the Association when due shall be deemed delinquent. Any charge which is delinquent for

thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may:

- (a) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount nor the Charge and included in any judgment rendered in such action);
- (b) enforce and foreclose any lien which it has or which may exist for its benefit; or
- (c) bring an action against the Owner in Forcible Entry and Detainer in order to terminate the Owner's right of possession.

In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES. The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Lot which was recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the first day of the month following the assignment or the Sheriff's sale. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Common Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY BOARD. In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Townhome, judicial proceedings must be instituted before any items of construction can be altered or demolished.

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7.06 OTHER REMEDIES OF THE BOARD. In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder, the Board may levy a fine or the Board may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES. All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS. Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

ARTICLE EIGHT **Use Restrictions**

8.01 INDUSTRY/SIGNS. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Common Area or any Townhome exterior, except as permitted by the Board.

8.02 UNSIGHTLY USES. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Townhome exterior or the Common Area. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. All windows shall have appropriate window treatments. No sheets, towels, blankets or other improper window treatment may be used.

8.03 ANTENNAE. Any Owner installing an antenna on the roof above his/her Townhome must install this antenna on the chimney. Under no circumstances may an owner install an antenna on the roof. Any owner that installed an antenna on the roof prior to December 11, 1996 may keep this antenna. However, when it becomes necessary to replace the antenna, the Owner must place the new antenna on the chimney.

8.04 RESIDENTIAL USE ONLY. Each Townhome shall be used only as a residence; provided that no Owner shall be precluded, with respect to his Townhome, from:

- (a) maintaining a personal professional library;
- (b) keeping his personal business records or accounts therein; or
- (c) handling his personal business or professional calls or correspondence therefrom.

8.05 PARKING. Unless expressly permitted by the Board, no boats, trucks, recreational vehicles, trailers or other similar vehicles shall be parked or stored on any portion of the Premises for more than twenty-four (24) hours at a time. Parking of vehicles shall be subject to rules and regulations adopted by the Board.

8.06 OBSTRUCTIONS. There shall be no obstruction of the Common Area, and nothing shall be stored on the Common Area or Lot without the prior written consent of the Board.

8.07 PETS. No animal of any kind shall be raised, bred or kept in the Common Area. The Board may, from time to time, adopt rules and regulations governing the:

- (a) keeping of pets in the Townhome, which may include prohibiting certain species of pets from being kept in the Townhome; and
- (b) use of the Common Area by pets including, without limitation, rules and regulations which require an Owner to clean up after his pet.

Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Premises upon three (3) days' written notice from the Board to the Owner of the Townhome containing such pet and the decision of the Board shall be final.

8.08 NO NUISANCE. No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.09 STRUCTURAL IMPAIRMENT. Nothing shall be done in, on or to any part of the Premises which would impair the structural integrity of any Townhome located thereon.

8.10 FENCES. No fence, wall or barrier may be erected, placed or installed on any Lot, without the consent of the Board. Fences will only be allowed for those owners who face the parking lot with prior approval from the Board.

ARTICLE NINE Amendment

9.01 AMENDMENT. Subject to Article Ten, the provisions of this Declaration may be amended, abolished, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least sixty-seven percent (67%) of the total votes or by an instrument executed by Owners of at least sixty-seven percent (67%) of the Lots. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly recorded.

ARTICLE TEN Mortgagees' Rights

10.01 NOTICE TO MORTGAGEES. Upon the specific written request of a Mortgagee or the insurer or guarantor of a Mortgagee's mortgage, such party shall receive some or all of the following:

(a) copies of budgets, notices of assessments, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the Mortgagee's mortgage;

(b) any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided that if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

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- (c) copies of notices of meetings of the Owners;
- (d) notice of any proposed action that requires the consent of a specified percentage of Eligible Mortgagees;
- (e) notice of any substantial damage to any part of the Common Area or the Lot subject to the Mortgagee's mortgage;
- (f) notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Common Area or the Lot subject to the Mortgagee's mortgage;
- (g) notice of any default by the Owner of the Lot which is subject to the Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Association which is not cured within thirty (30) days of the date of default;
- (h) the right to examine the books and records of the Association at any reasonable times;
- (i) in the case of a Mortgagee, the right to be listed on the records of the Association as an "Eligible Mortgagee" for purpose of Section 10.02 below; and
- (j) a lapse, cancellation or material modification of any insurance policy maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

10.02 CONSENT OF MORTGAGEES.

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of Mortgagee's holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by Mortgagees which specifically request to be treated as "Eligible Mortgagees" under Section 10.01(i) above will be required for the Association to do or permit to be done any of the following:

- (1) Adoption of an amendment to this Declaration which: (i) changes Article Six or otherwise changes the method of determining the Common Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Seven; (iii) changes this

Article Ten or any other provision of this Declaration or the By-Laws which specifically grant rights to Mortgagees; (iv) materially changes insurance and fidelity bond requirements; (v) changes voting rights; or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;

(2) the withdrawal of the Premises from the provisions of this Declaration;

(b) Whenever required, the consent of an Eligible Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible Mortgagee within thirty (30) days after making the request for consent.

10.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS. In the event of:

(a) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Common Area; or

(b) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Common Area,

any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided that nothing in this Section shall be construed to deny to the Association the right to:

(c) apply insurance proceeds to repair or replace damaged Common Area; or

(d) apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

10.04 LEASING. Leasing of Units, In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Owners to reside on the premises. Owners are prohibited from leasing their units. Any Owners leasing their units and having a current lease on file with the Association as of the effective date of this section may continue to lease their unit until the current lease expires at which time the Owner may no longer have a tenant reside in the unit. Any Owners leasing their units as of the effective date of this section must provide the Board with a copy of the lease within fourteen (14) days

of the recording of this document. Failure to do so will prohibit those Owners from leasing their units.

(a) This restriction shall not apply to the leasing of a unit to a blood relative. A blood relative shall be defined as parent(s), grandparent(s), children, brother(s) and/or sister(s). The Board reserves the right to request proof of the relationship. The Board's decision as to the proof of relationship shall be final and binding.

(b) Any Owner may apply for a one time hardship waiver of enforceability of this policy. The Owner must submit a request, in writing, to the Board of Directors, requesting a hardship waiver, setting forth all reasons why they are entitled to same. If the Board determines a hardship exists, the Unit Owner requesting such hardship will be permitted to lease their unit for a period of twelve (12) months. Once the tenant moves out or this period expires, whichever occurs first, the Owner must come into compliance with this section and may no longer lease their unit. Failure to abide by all Rules and Regulations of the Association may result in revocation of hardship status.

(c) The effective date of this section shall be deemed to be the date of recording with the Office of the Recorder of Deeds of Cook County.

(d) Any Unit being leased out in violation of this section or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(e) In addition to the authority to levy fines against the Owner for violation of this section or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et, seq., an action for injunctive and other equitable relief, or an action at law for damages.

(f) Any action brought on behalf of the Association and/or the Board of Directors to enforce this section shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(g) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(h) The Board of Directors of the Association shall have the right to lease any Association owned units or any unit which the Association has possession pursuant to any court order, and said units shall not be subject to this section.

ARTICLE ELEVEN Party Walls

11.01 PARTY WALL. Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Lots shall constitute and be a "Party Wall," and the Owner of a Lot immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls.

11.02 RIGHTS IN PARTY WALL. Each Owner of a Lot which is adjacent to a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

11.03 DAMAGE TO PARTY WALL.

(a) If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Lot which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees or members of his family, whether such act is wilful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefor to the Owner of the other adjoining Lot.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Lot which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees or members of his family, shall be rebuilt or repaired by the Owner of the adjacent Lot to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owner, and as promptly as is reasonably possible; provided that the cost of repairing or replacing any portion thereof which is part of a Townhome exterior with respect to which the Association is responsible for furnishing maintenance, repairs or replacements hereunder shall be paid by the Association as a Common Expense to the extent not covered by insurance.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Lot.

11.04 CHANGE IN PARTY WALL. Any Owner of a Lot who proposes to modify, rebuild, repair or make additions to any structure upon his Lot in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Owner of the other adjacent Lot and the Board, in addition to meeting any other requirements which may apply including, without limitation, those of the City. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made concerning the structural integrity of the Party Wall or either of the Townhomes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to either of the adjacent Townhomes or improvements thereto.

11.05 ARBITRATION. In the event of a disagreement between Owners of Lots or Garage adjoining a Party Wall with respect to their respective rights or obligations as to such Party Wall, upon the written request of either of said Owners to the other the matter shall be submitted to the Board and the decision of the Board shall be final and binding.

ARTICLE TWELVE
Miscellaneous

12.01 NOTICES. Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when:

- (a) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing; or
- (b) when delivered personally to his Lot.

12.02 CAPTIONS. The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

12.03 SEVERABILITY. Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

12.04 PERPETUITIES AND OTHER INVALIDITY. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of:

- (a) the rule against perpetuities or some analogous statutory provision;
- (b) the rule restricting restraints on alienation; or
- (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Amended and Restated Declaration is recorded.

12.05 TITLE HOLDING LAND TRUST. In the event title to any Lot is held by 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 beneficiaries thereunder, from time to time, shall be responsible for payment of all Charges 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 transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

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EXHIBIT "A"

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Legal Description

Lots 1 through 100, inclusive, in Dod-Lee Builders, Inc. Resubdivision of Lot 10 (except the North 16 feet thereof) and Lots 11 to 26, inclusive, and Lot 27 (except the North 16 feet thereof) in Block 1 in Roche's Resubdivision of Block 1 in Grant's Addition to Evanston, being the East 2/3 of the South 1/2 of the Northwest 1/4 of Section 24, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

The property consists of the following units all located in the City of Evanston, County of Cook, State of Illinois and more commonly known as:

<u>Address</u>	<u>P.I.N.</u>
1022 Dodge Avenue	10-24-116-092
1020-1/2 Dodge Avenue	10-24-116-093
1020 Dodge Avenue	10-24-116-094
1018-1/2 Dodge Avenue	10-24-116-095
1018 Dodge Avenue	10-24-116-096
1016 Dodge Avenue	10-24-116-102
1014-1/2 Dodge Avenue	10-24-116-103
1014 Dodge Avenue	10-24-116-104
1012-1/2 Dodge Avenue	10-24-116-105
1012 Dodge Avenue	10-24-116-106
1010 Dodge Avenue	10-24-116-112
1008-1/2 Dodge Avenue	10-24-116-113
1008 Dodge Avenue	10-24-116-114
1006-1/2 Dodge Avenue	10-24-116-115
1006 Dodge Avenue	10-24-116-116
1004 Dodge Avenue	10-24-116-122
1002-1/2 Dodge Avenue	10-24-116-123
1002 Dodge Avenue	10-24-116-124
1000-1/2 Dodge Avenue	10-24-116-125
1000 Dodge Avenue	10-24-116-126
1909 Lee Street	10-24-116-132
1907 Lee Street	10-24-116-133
1905 Lee Street	10-24-116-134
1903 Lee Street	10-24-116-135
1901 Lee Street	10-24-116-136
1019 Brown Avenue	10-24-116-137
1019-1/2 Brown Avenue	10-24-116-138
1021 Brown Avenue	10-24-116-139

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1021 Brown Avenue	10-24-116-140
1023 Brown Avenue	10-24-116-141
1013 Brown Avenue	10-24-116-147
1013-1/2 Brown Avenue	10-24-116-148
1015 Brown Avenue	10-24-116-149
1015-1/2 Brown Avenue	10-24-116-150
1017 Brown Avenue	10-24-116-151
1007 Brown Avenue	10-24-116-157
1007-1/2 Brown Avenue	10-24-116-158
1009 Brown Avenue	10-24-116-159
1009-1/2 Brown Avenue	10-24-116-160
1011 Brown Avenue	10-24-116-161
1001 Brown Avenue	10-24-116-167
1001-1/2 Brown Avenue	10-24-116-168
1003 Brown Avenue	10-24-116-169
1003-1/2 Brown Avenue	10-24-116-170
1005 Brown Avenue	10-24-116-171
1927 Lee Street	10-24-116-177
1925 Lee Street	10-24-116-178
1923 Lee Street	10-24-116-179
1921 Lee Street	10-24-116-180
1919 Lee Street	10-24-116-181

Parking Spaces

<u>Lot No.</u>	<u>P.I.N.</u>	<u>Lot No.</u>	<u>P.I.N.</u>
6	10-24-116-087	39	10-23-116-120
7	10-23-116-088	40	10-23-116-121
8	10-23-116-089	46	10-23-116-127
9	10-23-116-090	47	10-23-116-128
10	10-23-116-091	48	10-23-116-129
16	10-23-116-097	49	10-23-116-130
17	10-23-116-098	50	10-23-116-131
18	10-23-116-099	56	10-23-116-142
19	10-23-116-100	57	10-23-116-143
20	10-23-116-101	58	10-23-116-144
26	10-23-116-107	59	10-23-116-145
27	10-23-116-108	60	10-23-116-146
28	10-23-116-109	66	10-23-116-152
29	10-23-116-110	67	10-23-116-153
30	10-23-116-111	68	10-23-116-154
36	10-23-116-117	69	10-23-116-155
37	10-23-116-118	70	10-23-116-156
38	10-23-116-119	76	10-23-116-162

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Parking Spaces

20049550

Lot No.

P.I.N.

77	10-23-116-163
78	10-23-116-164
79	10-23-116-165
80	10-23-116-166
86	10-23-116-172
87	10-23-116-173
88	10-23-116-174
89	10-23-116-175
90	10-23-116-176
96	10-23-116-182
97	10-23-116-183
98	10-23-116-184
99	10-23-116-185
100	10-23-116-186

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EXHIBIT B

20049550

AMENDED AND RESTATED BY-LAWS FOR THE CROWN PARK ESTATES HOMEOWNERS ASSOCIATION

ARTICLE I NAME OF CORPORATION

1.01 NAME: The name of the corporation is **Crown Park Estates Homeowners Association.**

ARTICLE II PURPOSE AND POWERS

2.01 PURPOSES: The purposes of the Association are to act on behalf of its members collectively, as their governing body with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois ("Act"), the Declaration and these By-Laws.

2.03 PERSONAL APPLICATION: All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Townhome property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Townhome or the act of occupancy of a Townhome will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

2.04 INCORPORATION OF PROVISIONS OF THE ACT: These By-Laws shall be deemed to incorporate and include any provisions which are specifically required by the Act from time to time to be included in the By-Laws.

ARTICLE III OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical

with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association's principal office shall be maintained on the Premises or at the office of the managing agent engaged by the Association.

ARTICLE IV
MEETINGS OF MEMBERS

4.01 VOTING RIGHTS: There shall be one individual with respect to each Townhome who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Townhome is one individual then such individual shall be the Voting Member. If the Record ownership of a Townhome shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Townhome as the Voting Member for such Townhome. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have one vote for each Townhome which he represents.

4.02 PLACE OF MEETING, QUORUM: Meetings of the Owners shall be held on the Townhome Property or at such other place in the County in which the Townhome Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding ten percent (10%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of 67% of the votes entitled to be cast shall be required for the following actions:

- (a) merger or consolidation of the Association; and
- (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association.

The affirmative vote of 67% of the votes entitled to be cast shall be required for the purchase or sale of land or of Townhomes on behalf of all Owners.

4.03 ANNUAL MEETINGS: There shall be an annual meeting of the Owners each year at on a date, time and place as the Board shall designate.

4.04 SPECIAL MEETINGS: Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least twenty percent (20%) of the votes.

4.05 NOTICE OF MEMBERSHIP MEETINGS: Written notice of any membership meeting shall be mailed or personally delivered, giving owners not less than ten (10) nor more than thirty (30) days notice of the time, place, and purpose of the meeting.

ARTICLE V
BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Association and the direction and administration of the Property shall be vested in the Board, which shall consist of five (5) persons ("Directors"). Each director shall hold office until the expiration of his/her term, or resignation, or removal or until his successor shall have been elected and qualified. Directors must be members of the Association and reside on the property. All Directors must be in good standing. Good standing is defined as a member who is current in all sums due and owing to the Association and has no pending rule violations. The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

5.02 ELECTION: At each election for members of the Board, each Voting Member for each Townhome which he represents shall be entitled to the number of votes equal to the number of Directors to be elected and cumulative voting shall not be permitted; provided that a Resident who is a contract purchaser of a Townhome from a contract seller shall have the right to vote for Directors unless such contract seller expressly retains such right in writing. At each annual meeting Directors shall be elected to replace those directors whose terms expire and each such Director shall serve a two (2) year term. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office. Each Director must be in good standing as defined in Article V, Section 5.03 of the Declaration.

5.03 ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the owners at such place as shall be fixed by the Directors at the annual meeting of the Owners, for the purpose of electing officers and such other purposes as the Board deems appropriate.

5.04 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors; provided, that, not less than four such meetings shall be held during each fiscal year.

5.05 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

5.06 NOTICE OF BOARD MEETINGS: Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

5.07 OPEN MEETINGS: Each meeting of the Board, to the extent required by law, shall be open to any Owner, except for those portions of meetings concerning the hiring or firing of employees, potential or pending legal action, collection of assessments or rules violations. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

5.08 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.

5.09 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be

reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.11 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. Any Director may be removed by agreement between the remaining Directors if they miss three (3) consecutive meetings without good cause shown. If a Director ceases to be an owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.12 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Act, the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

- (a) Subject to the Declaration, to engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Areas for which the Association is responsible under the Declaration and these By-Laws;
- (d) To estimate and provide each Owner with an annual budget as provided for in the Declaration;
- (e) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;
- (f) To pay the Common Expenses;

- (g) To adopt rules and regulations as provided in the Declaration;
- (h) To enforce the covenants of the Declaration, By-Laws and Rules and Regulations on behalf of all the members of the Association, including but not limited to the levying of a fine for non-compliance;
- (i) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;
- (j) To own, convey, encumber, lease, or otherwise deal with Townhomes or other real property conveyed to or purchased by the Association; and
- (k) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Townhome Property.

ARTICLE VI
OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Secretary and Treasurer shall be Directors. The Board may appoint a Recording Secretary for purposes of taking minutes of the Board and Homeowners' meetings, who need not be either a director or owner.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

- (a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws;

(b) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the corporate seal of the Association and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Act, the Declaration or these By-Laws;

(c) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 SPECIAL COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

7.03 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRMAN: One member of each committee shall be appointed chairman.

7.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06 QUORUM: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 RULES: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII
INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 EXECUTION OF INSTRUMENTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President and attested to by the Secretary of the Association.

8.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

8.03 BANK ACCOUNTS: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX FISCAL MANAGEMENT

9.01 FISCAL YEAR: The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

9.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the Common Expenses were incurred or paid for capital expenditures or repairs or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

9.03 ASSESSMENT PROCEDURE: Annual assessments and special assessments shall be made and collected as provided in the Declaration, and the provisions of the Declaration are incorporated herein by reference.

ARTICLE X BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

ARTICLE XI SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois".

ARTICLE XII AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy; provided, that no provision of these By-Laws

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may be amended or modified so as to conflict with the provisions of the Declaration or the Act. No amendment to these By-Laws shall become effective until Recorded.

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

CERTIFICATION AS TO APPROVAL BY OWNERS

I, HAIDER BAIG, do hereby certify that I am the duly elected and qualified secretary for the Crown Park Estates Homeowners Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated By-Laws of the Crown Park Estates Homeowners Association, was duly adopted by Owners at a meeting of members held on the 12th day of September, 2000, at which a quorum was present, by a vote of a majority of votes cast in person or by proxy, and a copy of the minutes showing such approval is attached hereto.



Secretary

Dated at Evanston, Illinois this

6th day of November, 2001

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9/24/00

I vote in favor of the
new Townhome Declarations.
This is a proxy for the
September 25, 2000 meeting.

✓
Jennifer S. Roach
Jennifer S Roach
1015 Brown Ave
Evanston IL 60202

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Charles and Vera Davis

20049550

yes

1013 1/2 Brown Ave. ✓

9/26/00

Property of Davis

Property of Cook County Clerk's Office

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15000000

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES _____ NO _____

Townhouse Address 1009 1/2 BROWN AVE

Townhouse owner Davy & Rhodafrost (please print) ✓

Owner's signature [Signature] date 10/13/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

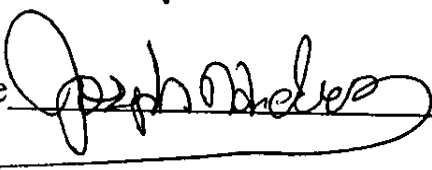
BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1009 Braun Ave

Townhouse owner Joseph H. Hendon Jr (please print) ✓

Owner's signature  date 10-3-2000

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES _____ NO _____

Townhouse Address 1011 BROWN AVE

Townhouse owner KRASSIMIR GANEV (please print)

Owner's signature *Krassimir Ganev* date 10/29/2000

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1000 Dodge Ave, Evanston IL 60202

Townhouse owner Shirley Martin (please print)

Owner's signature Shirley Martin date 10/4/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES X NO _____

Townhouse Address 1007 1/2 BROWN

Townhouse owner JOHN M DANKO (please print) ✓

Owner's signature John M Danko date 9/12/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1905 LEE ST.

Townhouse owner JUDITH A. WILSON (please print) ✓

Owner's signature Judith A. Wilson date Sept 19, 2000

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Michelle Janowski

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1004 DODGE EVANSTON, ILL. 60202 ✓

Townhouse owner Anthony E. Moore (please print)

Owner's signature Anthony E. Moore date 9-20-00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

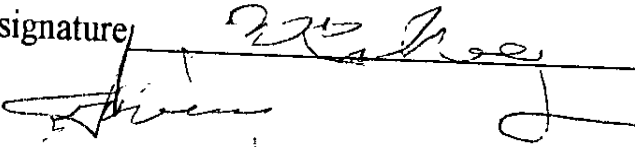
BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1003 1/2 Brown Avenue ✓

Townhouse owner Irv Calvey (please print)

Owner's signature  date Sept 14, 2000

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES _____ NO X _____

Townhouse Address 1909 Lee

Townhouse owner Brownlee (please print)

Owner's signature H. Brownlee date 9-14-00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES X NO _____

Townhouse

Address 1005 Brown Ave

Townhouse owner Wilma Jean Lancaster (please print) ✓

Owner's signature Wilma Jean Lancaster date Sept. 13, 2000

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse

Address 1020 1/2 DODGE AVE ✓

Townhouse owner CHARLENE E. KENNEDY (please print)

Owner's signature Charlene E. Kennedy date 9/24/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1014 1/2 Dodge

Townhouse owner Eric Parker (please print) ✓

Owner's signature Eric Parker date 09/26/02

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES _____ NO X

Townhouse Address 1008 1/2 DODGE AVE

Townhouse owner MIGUEL GOMEZ
JUANITA L. GOMEZ (please print)

Owner's signature Miguel Gomez
Juanita L. Gomez date 09/22/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse

Address 1015 1/2 BROWN AVE

Townhouse owner MR & MRS SED. REYNOLDS (please print)

Owner's signature

Reynolds

date 9-19-00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1021 Brown

Townhouse owner Joanna Zolomij (please print) ✓

Owner's signature *Joanna Zolomij* date 9/24/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES yes ✓ NO _____

Townhouse Address 1018 Dodge

Townhouse owner Madeline E Glass (please print)

Owner's signature MADÉLINE E GLASS date 9/26/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse

Address 1022 Dodge Ave

Townhouse owner Hopelin David Williams (please print) ✓

Owner's signature Hopelin Williams date 9-25-00

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20049550

Russell Ann Spencer

1001 1/2 Brown

Evergreen, IL 60202

Yes

Russell Ann Spencer ✓

9/26/2000 Clerk's Office

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1921 Lee Street ✓

Townhouse owner Amy R. Sheffield (please print)

Owner's signature Amy R. Sheffield date 10/10/00

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES X NO _____

Townhouse Address 1019 BROWN

Townhouse owner RAMA PERMUT (please print) ✓

Owner's signature Rama Permut date 11-12-07

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse

Address 1907 LEE

Townhouse owner ESPERANZA MULLO (please print)

Owner's signature *Esperanza Mullo*

date 11/13/00

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1013 Brown Ave ✓

Townhouse owner CLARA DANIELS (please print)

Owner's signature Clara Daniels date 10-30-00

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1006 Dodge

Townhouse owner Jacquetta Westbrook (please print)

Owner's signature Jacquetta Westbrook date 11-01-00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1019 1/2 Brown Ave ✓

Townhouse owner Audrey Graham (please print)

Owner's signature Audrey Graham date 11/14/2002

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1601 Brown

Townhouse owner _____ (please print) ✓

Owner's signature Kathlyn Watkins date 10-27-00

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1919 Lee St

Townhouse owner DONNA SMART
Michael SMART (please print) ✓

Owner's signature Donna Smart date 10/20/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1023 Brown

Townhouse owner HELUZEN NAILS (please print)

Owner's signature [Signature] date 11-25-00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse

Address 1012 1/2 Dodge

Townhouse owner Jacqueline Anderson (please print)

Owner's signature Jacqueline Anderson date 12/30/00

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES _____

NO ✓ _____

Townhouse

Address 1002 DODGE AVE, EVANSTON, IL 60202

Townhouse owner HAIDER BAIG & FARHAN BAIG (please print)

Owner's signature _____

date 12/16/2000

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1903 LEE STREET

Townhouse owner JEAN C. VIEWEY (please print)

Owner's signature Jean Carlo Viewey date 12-12-00

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1007 Brown Ave

Townhouse owner Virginia C. Muhammad (please print)

Owner's signature Virginia C. Muhammad date 12/3/02

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1927 Lee

Townhouse owner Juanita Barrett (please print)

Owner's signature Juanita Barrett date 12-17-00

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20049550

Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES X NO _____

Townhouse Address 1018 1/2 DODGE AVE

Townhouse owner ROBERT ALEXANDER (please print)

Owner's signature [Signature] date 12/19/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

20049550

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES X NO _____

Townhouse Address 1925 Lee st,

Townhouse owner Smita mehta (please print)

Owner's signature Smita S mehta date 12/18/00

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Crown Park Estates Homeowners Association 9/12/2000
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

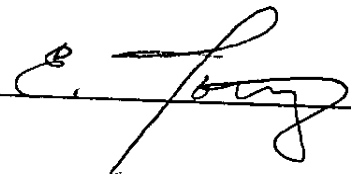
BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration of party wall rights, easements, covenants and restrictions for the Crown Park Estates Homeowners Association

YES NO

Townhouse Address 1012 Dodge Ave.

Townhouse owner E. Torrez (please print)

Owner's signature  date 12-17-00



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EVANSTON, ILLINOIS 60201



20049550

(847) 869-4200 • FAX: (847) 869-0140
March 8, 2000

Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes _____
No _____

Townhouse Address 1919 Lee St Evanston
Townhouse Owner Michael B. Smart (please print)

Owner(s) signature Michael B. Smart

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility, of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

Please vote and return the ballot, in the envelope provided, on Monday March 12, 2001.

Sincerely,

SCHERMERHORN & CO.

William Cannon
Property Manager

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March 8, 2000

Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes _____
No X

Townhouse Address 1935 West Evanston, IL 60202
Townhouse Owner Smita S. Menta (please print)

Owner(s) signature Smita S. Menta

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility, of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

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Sincerely,

SCHERMERHORN & CO.

William Cannon
Property Manager

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March 8, 2000

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Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes
No

Townhouse Address 1015 1/2 BROWN AVE
Townhouse Owner DOREEN & SEFTON REYNOLDS (please print)

Owner(s) signature *D Reynolds*

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility, of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

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SCHERMERHORN & CO.

William Cannon
Property Manager

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March 8, 2000

Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes X

No

Townhouse Address 1005 Brown Avenue

Townhouse Owner Wilma - Jean Lancaster (please print)

Owner(s) signature Wilma Jean Lancaster

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility, of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

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SCHERMERHORN & CO.

William Cannon
Property Manager

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March 8, 2000

Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes _____
No _____

Townhouse Address 1008 1/2 DODGE AVE

Townhouse Owner MIGUEL + JUANITA L. GOMEZ (please print)

Owner(s) signature Miguel Gomez & Juanita L. Gomez

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility, of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

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SCHERMERHORN & CO.

William Cannon
Property Manager

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March 8, 2000

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Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes
No

Townhouse Address 1004 DODGE
Townhouse Owner Anthony Moore (please print)

Owner(s) signature Anthony L. Moore

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility, of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

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Sincerely,

SCHERMERHORN & CO.

William Cannon
Property Manager

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March 8, 2000

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Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes _____
No _____

Townhouse Address 1011 BROWN AVE.
Townhouse Owner KRASSIMIR GANEV (please print)

Owner(s) signature *Krassimir Ganev*

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility, of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

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Sincerely,

SCHERMERHORN & CO.

William Cannon
Property Manager

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March 8, 2000

Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes _____
No _____

Townhouse Address 1909 Lee
Townhouse Owner HOWARD T. BROWNLEE (please print)

Owner(s) signature Howard T. Brownlee

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

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Sincerely,

SCHERMERHORN & CO.

William Cannon
Property Manager

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March 8, 2000

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Crown Park Estates Homeowners Association 3-8-2001
Brown Ave, Dodge Ave. and Lee St. Evanston, IL 60202

BALLOT

I/We, the undersigned owners of the townhouse identified below hereby vote in favor of the proposal to amend and restate the Declaration to state that the Association will permanently be responsible for the maintenance of the front stoops and the front railings.

Yes X

No _____

Townhouse Address 1021 Brown
Townhouse Owner JOANNE ZOCOMI (please print)

Owner(s) signature Joanne Zocomi

As we prepare to do sidewalk repair, we would like to know if the homeowners would like to change the responsibility, of the maintenance of the front steps and railings, from the individual homeowner to the Association.

Although the cost of repairing the front stoops and railings, that currently need repair, is already allotted for in the 2001 budget, we need a vote to include the front stoops and railings in with the sidewalks permanently. This action will not affect your monthly assessments and there will be no special assessment needed for this project.

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William Cannon
Property Manager

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