



Doc#: 0714544000 Fee: \$78.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/25/2007 09:59 AM Pg: 1 of 28

This instrument prepared by and to  
be mailed to:

Mark R. Rosenbaum  
Fischel & Kahn, Ltd.  
190 S. LaSalle St., Ste 2850  
Chicago, Illinois 60603

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Above Space for Recorder's Use Only

Amended and Restated

DECLARATION OF EASEMENTS, COVENANTS & RESTRICTIONS  
of  
TUSCANY CLUB VILLAS

This AMENDED AND RESTATED DECLARATION, is made as of this 24th day of May, 2007 by Tuscan Club Villas Townhome Association, an Illinois not-for-profit corporation (the "Association" as defined below).

- A. By a certain Declaration (the "Original Declaration") dated September 19, 1988, and recorded in the Office of the Recorder of Cook County, IL on September 21, 1989 as document no. 89445926, Chicago Title and Trust Company as Trustee under Trust Agreement dated June 13, 1906 and known as Trust No. 3000 (the "Declarant" as defined below) submitted the Development Property, as therein defined, and as legally described in Exhibit "A" attached hereto and incorporated by reference herein, to the provisions of the said Original Declaration.
- B. Said Original Declaration was amended by an Addendum, recorded in the Office of the Recorder of Cook County, IL as document no. 89201775, and by an Amendment, recorded in the Office of the Recorder of Cook County, IL as document no. 90482767. The Original Declaration, and the Amendment are together defined as the "Declarant's Declaration". The Addendum is not affected by this Amended and Restated Declaration but shall remain in full force and effect.
- C. The Association has determined that certain provisions of the Declarant's Declaration have been superceded by law or need correction or to be modernized, and that those provisions are too numerous to be done in the form of separate amendments, and that an amended and restated declaration, substantially amending and correcting the Declarant's Declaration, is the proper action to take, but that no rights of mortgagees have been amended or modified.

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- D. That this Amended and Restated Declaration has been approved by the Board and by the required vote of the Owners, as shown by the Affidavit of the Secretary of the Association attached hereto as Exhibit "B" and incorporated by reference herein and shall hereafter be the Declaration governing the Development Property, and the easements, covenants and restrictions contained in this Amended and Restated Declaration (and including the Addendum) shall run with the Development Property and shall benefit the Development Property, all Owners of parts thereof and other parties of interest.

## DECLARATION

### ARTICLE I

#### DEFINITIONS

Section 1. "Association" shall mean the Tuscany Club Villas Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean the Board of Directors of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association, and shall include all the real property within the Development Property which is not designated as a Lot.

Section 4. "Lot" for the purpose of this Declaration shall mean and refer to a platted lot in the Development Property, or any portion thereof, and constituting one residential unit, and upon which unit one individual home is constructed or to be constructed including the Terrace Patio.

Section 5. "Owner" shall mean the record owner, whether one or more parties, of the fee simple title to any one of more Lots (not including those parties having such title solely as security for the performance of an obligation).

Section 6. "Declarant" shall mean and refer to Chicago Title and Trust Co., as Trustee, under Trust Agreement dated June 13, 1906 and known as Trust No, 3000 including its successors and assigns except those successors defined herein as Owners. Prior to 1996, Declarant sold or conveyed all of Declarant's interest in the Development Property and ceased to have any interest in the Development Property.

Section 7. "By-Laws" shall mean the By-Laws of the Association, as recorded in the Office of the Recorder of Cook County, Illinois as document no. 89445927, as amended (and/or restated) from time to time. In the event of a conflict between the provisions of this Declaration and the provisions of either the By-Laws or the rules and regulations of the Association, the provisions of the Declaration shall prevail. In the event of a conflict between the provisions of the By-Laws and the rules and regulations of the Association, the provisions of the By-Laws shall prevail.

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Section 8. "Improvements" shall mean the townhome dwelling, the terrace patio and all other improvements, of any sort whatsoever, now or hereafter built or constructed upon a Lot.

Section 9. Tuscany Club Villas is a common interest community and the Association is a common interest community association within the meaning of 765 ILCS 605/18.5(j), as amended.

## ARTICLE II

### ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Association. The Association has been or shall be established by Declarant as an Illinois not-for-profit corporation for the purposes set forth in this Declaration and its Articles of Incorporation.

Section 2. Membership. Every Owner shall, upon becoming an Owner, automatically become a member of the Association. No person or entity who holds an interest in a Lot merely as security for the performance of an obligation shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or portion thereof which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership, and membership shall cease upon termination of such ownership.

Section 3. Voting Rights. Each Owner shall be entitled to one vote for each Lot that Owner owns. When the ownership of any Lot is held by more than one person or entity, all such persons or entities shall be members and the vote for such Lot shall be exercised among them, but in no case shall there be more than one vote for any one Lot. If ownership of a Lot is held by a trust (including a land trust), or by a partnership, corporation, LLC, LLP or other entity, then the trust, partnership, corporation, LLC, LLP or other entity shall designate, in writing, the person who shall be entitled to exercise the vote appurtenant to the Lot, which designation shall remain effective until revoked in writing by the entity. Neither the Association nor the Board shall be responsible for determining the validity of multiple votes cast by persons based upon ownership by more than one person of a single Lot and no such multiple votes shall be counted unless and until a single vote is presented by such persons.

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## ARTICLE III

### COMMON AREA AND EASEMENTS

Section 1. Common Areas. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to said Owner's Lot, such enjoyment being subject to the following:

(a) the right of the Association to establish reasonable rules for the use of the Common Area;

(b) the right of the Association to suspend the right of an Owner to use the facilities for any period during which an assessment against said Owner's Lot remains unpaid for more than thirty days after written notice; the right of the Association to suspend the right of an Owner to use the said facilities for any other infraction of this Declaration, By-Laws and rules and regulations;

(c) the right of the Association, by the Board and without Owner approval, to mortgage any Lot purchased by the Association, whether purchased at a foreclosure sale or otherwise, or to obtain financing to purchase any such Lot, and to mortgage any portion or all of the Common Area for the purpose of providing financing for the improvement or maintenance, repair or replacement of facilities on the Common Area;

(d) the rights of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by at least two officers of the Association certifying that two-thirds of the Owners have approved such dedication or transfer, and also showing the written approval of two-thirds of their mortgagees, is recorded; and

(e) the rights granted to the Association, and/or other Owners by this Declaration.

Each Owner, by accepting a deed to a Lot, designates the Association as its attorney-in-fact coupled with an interest to take whatever steps necessary to carry out the provisions of this Article III, Section 1, including but not limited to the execution of any instrument designed to accomplish such dedication or transfer approved by two-thirds of the Owners.

Section 2. Delegation of Use. Any Owner may delegate in accordance with the By-laws to or share with the members of his family, occupants of his home, contract purchasers and to his guests, licensees and invitees, his right of enjoyment to the Common Area, facilities and easements reserved in this Declaration and such general regulations as may be established from time to time by the Board.

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Section 3. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and such easements shall be appurtenant to and shall survive any assignment of the title to every Lot or part thereof which is included and assessed hereunder, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Owners;
- (b) the right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Area and its facilities and in aid thereof to mortgage said property, and the rights of such mortgages in said property shall be subordinate to the rights of the Owners hereunder;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners, and otherwise in accordance with the provisions of Section 1(d) of this Article.
- (d) the right of the Association to make reasonable rules and regulations governing the use of the Common Areas, and the Lots.

Section 4. Intentionally Omitted.

Section 5. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association, subject to covenants and restrictions of record, existing mortgage, if any, zoning ordinances, streets, roads and highways, if any, and current real estate taxes, if any (which shall be prorated among the parties), and utility easements granted or to be granted for sewer, water, gas, electricity, telephone, cable TV and without limitation of the generality thereof, any other necessary utilities and public street dedication.

Section 6. Easements. Each Owner shall have an easement for ingress and egress over the portion of the Common Area which is appurtenant to the Owner's Lot for purposes of access to the Owner's Lot and public streets. Reference in any deed to this document shall be sufficient to create the easements declared hereunder.

## ARTICLE IV

### MAINTENANCE AND ASSESSMENTS

Section 1. Obligations of the Association. The Association, on behalf, and subject to the rights of the Owners shall manage and maintain the Common Area, including but not limited to, maintaining and repairing in good, clean and safe condition, order and repair, replacing and restoring when necessary plantings and improvements thereon (including furnishings and

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equipment related thereto), all in a manner and with such frequency as is consistent with good property management standards for residential projects of the character and quality of Improvements within Tuscany Club Villas, The Association, on behalf of the Owners, shall maintain, repair and replace, when necessary, the landscaping located within the Common Area, the parkways on Vernon Park Place and Polk Street, all of which lie within the public roads and rights of way dedicated to the City of Chicago.

## Section 2. Obligations of the Owners.

(a) Each Owner shall keep all Lots owned by him, the terrace area directly in back of the Owner's Lot or Lots, and all Improvements therein or thereon, in good, clean and safe condition, order and repair and free of debris and shall perform all necessary maintenance, including, but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other Improvements, all in a manner and with such frequency as is consistent with good property management standards for residential communities of the character and quality of Improvements within Tuscany Club Villas.

(b) In the event an Owner of any Lot shall fail to maintain the Lots and/or Improvements as provided herein, the Association, after not less than 5 days prior notice of the Board meeting at which the matter shall be voted and approved by two-thirds (2/3) vote of the Board, shall have the right to enter upon said Lot to correct drainage or to repair, maintain and restore the Lot and the exterior of the buildings and any other Improvements erected thereon. All costs related to such correction, repair, maintenance or restoration shall become a special assessment upon such Lot.

(c) When one or more Owner(s) requests the Board to have the Association assist the Owner(s) in the maintenance, repair or replacement of any particular Improvement, which Improvement does or may affect the Improvements on more than one Lot (including, in appropriate circumstances, and without limitation, gutters, roofing or masonry), the Board shall proceed to (i) give notice to all affected Owners of the request, and (ii) allow all affected Owners to obtain and submit estimates to the Board within fourteen (14) days of the notice, and (iii) schedule the request to be heard at a regular or special Board meeting, provided such Board meeting is held not less than twenty-one (21) days and not more than thirty-one (31) days after the above subsection (i) notice to affected Owners.

At the Board meeting at which the request is heard, the Board shall allow time for objections to (or support for) the work (and the estimates) to be presented to the Board by affected Owners. Thereafter, the Board shall discuss the matter as the Board shall determine to be necessary. After the close of discussion, the Board may vote to take such action on the request as the Board shall deem appropriate, including, but not limited to, voting to defer consideration of the request pending receipt of such further information as the Board shall require, or voting to reject the request to have the Association so assist the Owner(s), or voting to proceed with said work request and, if so, to select one of the submitted work estimates.

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The Board shall contract and pay for said work in the name of the Association and assess the costs to the affected Owners in such proportion as the Board determines, as a special assessment.

The Association shall have the right to enter upon all of said Lot(s) for the purpose of performing such maintenance, repair or replacement.

(d) In the event of an emergency, the Board may dispense with prior notice and the requirement of a vote, and take such action as the Board believes necessary.

(i) the term "emergency" means an immediate danger to the structural integrity of Improvements at issue, or to the life, health, safety or property of Owners."

(e) Each Owner shall be solely responsible for the maintenance, repairs and replacement of: all heating, plumbing, electrical, air conditioning and other systems now or hereafter located on the Owner's Lot, of all the Owner's personal property, and for all decorating of the Lot and its Improvements.

### Section 3. Maintenance Assessments.

(a) Covenant for Maintenance Assessments. Each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, is deemed to covenant and to agree to pay to the Association (i) regular assessments or charges; and (ii) special assessments, which shall be personal obligations of each Owner and are to be established and collected as hereinafter provided in this Declaration, the Articles of Incorporation and By-Laws of the Association.

(b) Purpose and Use of Assessments. All assessments levied by the Board shall be for the purpose of insuring the maintenance and operation of the Development Property. Such purposes and uses of assessments shall include (but are not limited to ) the cost of the Association of all real estate taxes (including but not limited to, each Owner's share of any undivided real estate tax bill pertaining to more than one Lot), insurance, repair, replacement, and maintenance and other charges contemplated by this Declaration, or that the Board shall determine to be necessary or desirable to meet the primary purposes of the Association, including the funding of reserves, ("Common Expenses").

### Section 4. Assessment Procedure, Regular Assessments.

(a) Intentionally Omitted.

(b) On or before December 1st of each year, the Board shall hold a meeting or meetings:

(i) To estimate all of the expenses of the Association for the following calendar year and the appropriate reserves for contingencies and replacements;

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(ii) To fix the amount to be assessed against each Lot for the following year;  
and

(iii) To establish the date or dates on which such assessments or installments thereof shall be due the Association. Should the Board fail to establish payment dates, all regular assessments shall be due in twelve equal installments on the first day of each month of the year for which they are assessed.

(together, the "Budget")

(c) Unintentionally Omitted.

(d) The Board shall distribute the estimated Budget and the written notice of assessment to each Owner by January 31st of each year.

## Section 5. Assessment Procedure, Special Assessment.

(a) Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses (to the extent, in the Board's opinion not reasonably paid for out of the appropriate accumulated reserves). Such capital improvements shall include the construction, reconstruction, or repair or replacement of any capital improvements on the Common Area. Unforeseen expenses shall be deemed to be those expenses underestimated or not provided for in the Budget adopted pursuant to Section 4(b) above.

(b) Whenever the Board shall determine there exists a need for levying a special assessment as herein provided, the Board shall adopt a resolution, setting forth the need, amount, period of payment, and due date or dates for the proposed special assessment. All special assessments must be approved by a two-thirds vote of the Owners. Such vote shall be taken at a meeting called by the Board for that purpose. However, if in the reasonable opinion of the Board a condition exists which threatens immediate and substantial damage to the Common Area, the Board may take whatever action is reasonably necessary to prevent or limit the damage to the Common Area and the cost of taking such action shall be a special assessment which need not be approved by two-thirds of the Owners.

(c) Both annual and special assessments shall be fixed at a uniform rate for all Lots regardless of their size, and may be collected on a monthly basis, or such other basis as set by the Board.

(d) Notwithstanding the provisions of subsection (c) above, a special assessment may be imposed solely against one or more (but fewer than all) Lots if such assessment is permitted under any provision of the Declaration, By-Laws, or rules and regulations. A special assessment against one or more (but fewer than all) Lots shall not be voted upon by the Owners, but shall be imposed



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solely by vote of the Board (or by such majority of the Board as may be required under the provision of the Declaration, By-Laws or rules and regulations at issue).

Section 6. Non-payment of Assessments and Other Charges. Any assessments, regular (common) or special, together with any fines, interest, late charges, attorneys' fees and court costs attributable to a Lot, which are not paid on the due date shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land, and shall be appurtenant to the Lot so assessed or charged. The Board shall have the right to impose reasonable late charges for the late payment of any assessments or any other expenses or charges lawfully agreed upon. The amount, timing and other matters relating to the establishment and imposition of late charges may be set by the Board by rule.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable for the continuing lien and charge. Should title to any Lot be transferred, the transferee (except a mortgage in possession) shall be jointly liable for any delinquent assessments with the transferor. Either of the parties to a transfer may request a statement from the Association setting forth an accounting of the assessments for the subject Lot, due and paid. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessments exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan.

Should any assessment remain unpaid thirty days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the laws of the State of Illinois or 15%, whichever rate is lower.

Section 7. Intentionally Omitted.

Section 8. Subordination of Lien. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed and shall not apply to any assessments arising during any period which the holder of such mortgage or trust deed is in possession of the Lot. Any sale or transfer pursuant to a mortgage foreclosure or transfer in lieu thereof shall not relieve the Lot from liability for any assessments or installments thereafter becoming due.

Section 9. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) The Common Area.

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## ARTICLE IV-A

### REMEDIES

Section 1. Violations. Upon the occurrence of any one or more of the following events, the Association shall have the rights and remedies set forth in this Article IV-A.

(a) Failure by an Owner to pay when due any sums required to be paid by such Owner pursuant to the terms of this Declaration, the By-Laws or the Association's rules and regulations.

(b) Violation or breach by an Owner, or any person occupying or in possession of a Lot, of any provision, covenant or restriction of this Declaration, the By-Laws, the Association's rules and regulations, or any contractual obligation to the Board or the Association undertaken by such Owner.

Section 2. Remedies. Upon the occurrence of any one or more of the events described in Section 1 of this Article, the Association shall have the following rights and remedies:

(a) The Association shall have the right to immediate possession of the defaulting Owner's Lot, which right may be enforced by an action for possession (which may be combined with an action for judgment for unpaid amounts due and owing to the Association) under The Forcible Entry and Detainer Law, 735 ILCS 5/9-101 et seq., as amended.

(b) For a violation or breach described in Section 1(b) of this Article, the Association shall have the right:

(i) to enter upon the Lot upon which, or as to which, the violation or breach exists and to summarily abate and remove, at the expense of the Owner, any structure, Improvement, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, its Board, or their agents, shall not be deemed guilty in any manner of trespass; or

(ii) to enjoin, abate, or remedy by any appropriate legal proceedings (including, but not limited to, a suit for damages), either at law or in equity, the continuance of any violation or breach; provided however that no summary abatement shall be undertaken in connection with any alteration or demolition of Improvements until judicial proceedings are instituted.

(c) The Association shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the right of the defaulting Owner to continue as an Owner, and to continue to occupy, use or control the defaulting Owner's Lot. Thereupon an action may be filed by the Association against the defaulting Owner for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Lot owned by said Owner and ordering that

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all the right, title and interest of said defaulting Owner in the said Lot shall be sold at a judicial sale, upon such notice and terms as the court shall determine. As part of said order, the court shall enjoin and restrain the defaulting Owner from re-acquiring the Owner's interest in the Lot at such judicial sale.

It shall be a condition of such sale, and the order shall so provide, that the purchaser shall take the interest in the Lot sold subject to this Declaration.

The proceeds of any such judicial sale shall first be paid to discharge any prior encumbrance, any arrearage in assessments, fines, late charges, interest or otherwise then due to the Association, court costs, court reporter charges, the Association's reasonable attorneys' and paralegals' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said order. Any balance of proceeds, after satisfaction of such charges, shall be paid to the Owner.

The purchaser at such sale shall, upon confirmation thereof, thereupon be entitled to a deed to the Lot and to immediate possession of the Lot, and may apply to the court for a writ of assistance (or other appropriate order) for the purpose of acquiring such possession and the purchaser shall, upon receipt of the deed, be a member of the Association in the place and stead of the defaulting Owner.

(d) In addition to or in conjunction with the remedies set forth above, the Association shall have the right to bring an action at law or in equity against the Owner or any person occupying or in possession of a Lot, as permitted by law including, without limitation, an action

- (i) to foreclose a lien against the Lot,
- (ii) for damages, injunctive relief or specific performance,
- (iii) for judgment or for the payment of money and the collection thereof,
- (iv) for any combination of the remedies set forth in this Article,
- (v) for any other relief which the Association may deem necessary or appropriate.

Any and all rights and remedies provided for in this Declaration, the By-Laws, the Association's rules and regulations, or under any contractual obligations to the Board or the Association undertaken by such Owner may be exercised at any time and from time to time cumulatively or otherwise by the Association, at its discretion. The failure of the Association to exercise any such right or remedies to enforce any provisions of this Declaration, the By-Laws or the Association's rules and regulations shall in no event be deemed a waiver of the right to do so thereafter.

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(e) All expenses incurred by the Association in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article and all expenses incurred by the Association as a result of the Association being made a party to any litigation involving a Lot, including, without limitation, court costs, reasonable attorneys' and paralegals' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen per cent (18%) per annum (or maximum lesser rate allowed by law should 18% be held to be in excess of the maximum legal rate allowed by law), shall be charged to and assessed against the defaulting Owner, and shall be added to and deemed a part of his respective share of the regular assessments, and the Association shall have a lien for all of the same upon the Lot of such defaulting Owner.

(f) Venue for all actions under this Article shall be in Cook County, IL.

(g) To the extent that the provisions of this Article require, allow or permit the Association to exercise any rights or remedies hereunder, that does not mean that the Owners have any right to vote to approve or disapprove any said exercise as a precondition (or otherwise) to the Association's exercise thereof. It shall be solely within the power and authority of the Board to make all decisions with regard to the exercise of the Association's rights and remedies under this Article.

(h) The violation by the Association or an Owner (or any person occupying or in possession of a Lot) of any rule or regulation or the breach of any covenant or provision herein or in the By-Laws shall give an aggrieved Owner the right to enjoin, abate or remedy the continuance of such violation or breach by appropriate legal proceedings, in law or in equity, regardless of any action taken by the Association with regard to such violation or breach."

## ARTICLE V

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Improvements upon the Development Property and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article V, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a

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larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

## ARTICLE VI

### USE RESTRICTIONS

Subject to such rules and regulations as are now in place or which the Board may hereafter adopt or amend from time to time, the following use and occupancy restrictions are imposed on the Development Property:

Section 1. Residential Use. Except as specifically permitted by local law, each Lot shall be used for private, residential purposes by a single family and for no other purposes. No industry, business, trade, occupation or profession of any kind, commercial, religious, charitable, educational or otherwise conducted for profit, altruism or otherwise shall be conducted, maintained or permitted anywhere on a Lot; provided, however, that none of the foregoing restrictions shall preclude an Owner, with respect to the Owner's Lot from (a) maintaining the Owner's personal professional library therein; (b) keeping the Owner's personal business or professional records or accounts therein; or (c) handling the Owner's personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

Section 2. Intentionally Omitted.

Section 3. Restriction on Vehicles. No boat, airplane, trailer, truck, house trailer, motorized recreational vehicle, Commercial Vehicle, snowmobile (or other types of vehicles as determined by the Board from time to time pursuant to rule) shall be stored or parked (permanently or temporarily) in the open on any of the Property, except that conventional passenger vehicles of the Owners and their guests shall be permitted to be parked on the Owner's driveway, and parked in such other areas, if any, as shall be designated guest parking areas. The term "Commercial Vehicle" shall include any automobile, station wagon, truck or other vehicle which has a commercial message printed or otherwise displayed on it. No maintenance of any vehicle shall be performed on a Lot.

Section 4. General Restrictions.

(a) No noxious, offensive or illegal activity shall be carried on anywhere on a Lot or the Common Area, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or to any person occupying any portion of the Development Property.

(b) No animals of any kind shall be raised, bred or kept in or about any Townhome Lot except that usual household pets (as determined by the Board by rule) may be kept on a Lot. In

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the absence of any rule specifying the type(s) of animal considered to be usual household pets, only dogs and cats shall be deemed usual household pets. Rules on pets may include limitations on the number of pets per Lot, size of pet, and such other matters as the Board shall determine appropriate, from time to time. No pet may be kept, bred or maintained for any commercial purpose. Any pet causing or creating a nuisance or unreasonable disturbance (as determined by the Board in its sole discretion) shall be permanently removed from the Development Property upon three (3) days' prior written notice from the Board. Pets shall be leashed at all times when outside any Lot and no pet shall be permitted to defecate on any Lot or on the Common Area. Any pet excrement shall be immediately removed from public or private property by the pet's owner. Unless permitted by rules and regulations adopted by the Board, pets shall not be walked on any of the Common Area.

(c) No plants or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon or in any portion of the Development Property.

(d) Except as permitted by law, no exterior television antennae, satellite reception dishes, radio antennae, or other devices in connection with the reception or transmission of any television, radio or other electrical signal shall be affixed to or placed in, through or upon the existing walls, roof or windows of an Improvement or installed anywhere on a Lot.

(e) The burning of refuse on a Lot is prohibited.

(f) No clotheslines, clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of a Lot. All rubbish, trash and garbage shall be placed in closed plastic bags, deposited in closed trash receptacles and regularly removed from each Lot.

(g) No sign, banner, billboard or other display or advertising device of any character shall be erected or maintained upon any part of a Lot.

(h) Other than fences originally installed by the Declarant, no fence shall be erected or maintained on a Lot without the prior approval under Article IX of this Declaration. No fence in replacement of an existing fence may differ in design, material color or height from the existing fence.

Section 5. Temporary Structures. No trailer, tent, shack, shed, garage, barn or temporary structure of any kind shall be parked, placed or erected on any Lot.

Section 6. Obstruction of Common Area. There shall be no obstruction of the Common Area and nothing shall be stored on the Common Area without the prior written consent of the Board.

Section 7. Noise. All persons shall exercise extreme care in making noise, or in using

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musical instruments, radios, televisions and amplifiers, or any other sound-producing equipment or devices so as not to unreasonably disturb Owners and other occupants of the Development Property. The Board may declare, by rule, certain hours and days to be "quiet times" during which ordinary noise levels must be reduced further.

Section 8. Seasonal Displays. All exterior decoration (including flags) and lighting, and seasonal lighting and decorating on a Lot shall be subject to rule.

Section 9. Owner's Liability. Each Owner shall be responsible for his actions and the action of his family, guests, agents, contractor or invitees. In the event that an Owner (or any guest, tenant, invitee, contractor, agent or family member of an Owner), causes damage to the Common Area or to any other Lot or the Improvements thereon, the Owner so causing the damage (or being so responsible for the person causing the damage) shall have the responsibility, at the Owner's sole expense, to repair all such damage immediately upon demand. If an Owner does not repair any damages done by himself or any such person within a reasonable time, the Association may, after written notice to such Owner, repair such damages and the cost of such repair shall be a special assessment against the Owner's Lot. If any such actions cause an increase in the cost of insurance for the Association, the increased cost shall be a special assessment against the Owner's Lot.

Section 10. Waiver of Subrogation. Each Owner and the Association hereby waive and release any and all claims which either of them may have against any other Owner, the Association, its officers, the Board, the Declarant, the Managing Agent of the Development Property and its officers, directors, if any, and the respective employees and agents of each of them (as the case may be) for damage to the Common Area, any Lot, Improvements or any personal property located on or in any Lot, Improvements or the Common Area caused by fire or other casualty, to the extent that the cost of such damage is paid from the proceeds of any form of insurance carried by the Owner or the Association.

Section 11. Insurance and Restoration. In the event of any damage to or destruction of any Improvements, the Owner shall promptly after such destruction or damage cause the Improvements to be reconstructed in compliance with the terms of this Declaration and rules and regulations of the Architectural Control Committee described in Article IX below. Each Owner shall be required, at such Owner's sole expense, to keep the Improvements to which the Owner has title insured against loss by fire, flood or other casualty, in the amount of the full replacement value of the Improvements to be applied towards restoration of the Improvements as required above (proof of such insurance may be required by the Board at any time). Full replacement value shall mean necessary to restore the Improvements to substantially the same condition as existed prior to the damage or destruction. If an Owner fails within a reasonable time, not to exceed twelve months, to restore the Improvements, the Association may, but is not obligated to, either enforce these provisions by specific performance or purchase the Lot and Improvements for their then fair market value.

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## ARTICLE VI-A.

### LEASING

Section 1. Restrictions on Leasing. In order to prevent transiency and to preserve the residential character of the Association, each Lot shall be used and occupied as the actual principal residence or actual second home of an Owner of such Lot. The leasing of one or more Lots to any person for any purpose is not permitted, subject to provisions of subsections (a) through (d) below; provided however that any person who is a bona fide employee (either full or part-time) of an Owner (or Eligible Person, as defined below) of a Lot may use, occupy and reside on a Lot if it is a bona fide requirement of employment that such residence occurs, regardless of whether the Owner or Eligible Person is then in residence on the Lot.

(a) To avoid undue hardship, the Board shall allow an Owner to lease his/her/its Lot one time, provided the lease is for a period of one year, and further provided that the request for a lease is based upon the undue hardship of the Owner. The determination of the existence of Owner hardship shall be within the sole discretion of the Board, whose decision on the issue shall be final and binding on all persons. No such lease may be renewed or extended. No assignment of the lease (except in connection with the conveyance of the Lot) and no sublease of the Lot is permitted. Business transfer, death of the resident Unit Owner, or other similar circumstances shall be factors in the determination of the existence of undue hardship. No lease of any portion of a Lot or lease of one or more of (but less than all) the Improvements on a Lot shall be permitted.

(i) For purposes of the "one time" limitation in the above paragraph, the addition to or deletion from title to a Lot of one or more persons, or the transfer or conveyance of title to the Lot to an entity which is controlled by (or if the entity is a land trust, the beneficiaries of the land trust are) one or more of the persons who held title to the Lot prior to the transfer or conveyance, shall not result in the Lot being deemed owned by a new Owner so as to permit further leasing of the Lot.

(b) To lease a Lot, an Owner shall submit a written application to the Board. The Owner may submit the application alone, for the purpose of receiving a determination of the existence of Owner hardship from the Board. However, at such time as the Owner is prepared to actually lease the Unit, the application must include a copy of the proposed lease, and must contain facts showing an undue hardship sufficient to justify the lease (or continuing to show such hardship if a prior Board determination of hardship has been received), and such other information and documents, if any, as the Board may, by rule, require. The Board shall respond to each application within thirty (30) days by granting or denying the application subject to the provisions of Subsection (a) above. Failure of the Board to reply within said thirty (30) day period shall be deemed a denial of the proposed lease or a denial of undue hardship.

(c) Existing Leases



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(i) Any Owner whose Lot is subject to a lease (or sublease) existing as of the effective date of this Amendment shall be permitted to continue leasing out the Lot until the termination date stated in said lease (or sublease), unless said lease (or sublease) is terminated prior to the expiration of its stated term. Such a lease (or sublease) may not be renewed or extended, provided however that any options or rights to renew or extend, which rights or options were part of the lease (or sublease) as of the effective date of this Amendment, may be exercised and given effect. From and after the effective date of this Amendment, no assignment of a lease (except in connection with the conveyance of the Lot) and no sublease of a Lot is permitted. In the event that such lease (or sublease) does not specify a termination date or is on a month-to-month basis, then the termination date of such lease, for purposes of this Paragraph, shall be the date which is one year from the effective date of this Amendment.

(ii) Use and occupancy of a Lot by any person (regardless of whether or not any rent or other consideration for such use and occupancy is payable to any person), including a family member of an Owner or Eligible Person (as that term is hereinafter defined), when the Lot is not the actual principal residence or actual second home of an Owner (or Eligible Person) shall be deemed a lease of the Lot. For purposes of this subparagraph (ii), the termination date of such a lease which is in existence as of the date of recording of this Amendment, if not otherwise specified or terminated, shall be the date which is one year from the effective date of this Amendment.

(d) For purposes of this Article, the use and occupancy of a Lot by any of the following persons ("Eligible Persons") shall be deemed use and occupancy by the Owner:

(i) If the Lot, or any interest therein, is owned by a corporation: a shareholder of the corporation; or

(ii) If the Lot, or any interest therein, is owned by a general or limited partnership: a general partner of the partnership; or

(iii) If the Lot, or any interest therein, is owned by a limited liability company: a member of the limited liability company; or

(iv) If the Lot, or any interest therein, is owned by a land trust: any present (not contingent, whether vested or otherwise) beneficiary of the land trust; or

(v) If the Lot, or any interest therein, is owned by a trust (other than a land trust): a trustee of the trust; or

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(vi) If the Lot, or any interest therein, is owned by some other form of entity: only those persons with an ownership interest in the entity.

(e) Upon the written request of the Board (made at any time and from time to time), any person claiming to be eligible to occupy and use a Lot under Subsection (c) above, shall deliver to the Board, within ten (10) business days of such request, a certification from the entity (acceptable to the Board in its sole discretion) as to the office, title or position of the allegedly Eligible Person in order to substantiate his or her claim as an Eligible Person. Failure to timely submit such a certification shall result in such person being presumptively deemed not to be an Eligible Person and the Board may proceed to take any and all actions as the Board deems necessary, including eviction of the occupying person or persons, for violation of the provisions of the Declaration.

(f) Except as may be otherwise permitted by this Article, it shall be a violation of this Article if a person (including a family member) who is neither an Owner of the Lot, nor an Eligible Person, has the use and occupancy of the Lot in circumstances in which the Unit is not the actual principal residence or actual second home of the Owner (or Eligible Person), regardless of the existence of any lease with regard to the Lot.

(g) Notwithstanding the provisions of this Article, the Association shall retain the right to lease a Unit to any bona fide tenant in furtherance of the Association's now or hereafter existing rights under Article IX of the Illinois Code of Civil Procedure (Forcible Entry and Detainer Law), as amended.

(h) To the extent that any provision of the Declaration, or the By-Laws, permit a Owner to lease his/her/its Lot, or permit a lease of a Lot to be assigned or subleased, such provisions are hereby deleted from the Declaration and/or By-Laws. In the event of any conflict between any provision of the Declaration or By-Laws with regard to leasing (or subleasing) of a Lot and this Article, the provisions of this Article shall control."

## ARTICLE VII

### EXTERIOR MAINTENANCE

Section 1. The Association shall maintain, repair and replace all the Common Areas, with the exception of private patios, including, but not limited to painting, cutting of grass, snow removal and landscaping. The Association shall not be responsible for maintenance, or replacement of any exterior walls, roofs, foundations, masonry steps or door and window trim, not included in the Common Areas but shall exercise architectural control over such activities as specified in Article IX, Section 2.

Section 2. In the event of damage or destruction by fire or other casualty of any Improvements or any portion thereof, including, by way of example only and not by way of limitation, any portion of the roof and exterior masonry walls, including the foundation thereof,

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gates and fencing, as are located or installed thereon, the Owner or Owners from time to time of any such Improvements covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure, in strict conformity with all the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of such Improvements, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of such which remain standing and are not requires to be rebuilt. In the event of the total or substantial destruction of all the Improvements, the architectural design of the exterior of the Improvements to be rebuilt and the materials used shall be substantially similar in architectural design to the original Improvements and shall be constructed of comparable materials.

Section 3. In the event that any Owner shall fail, within a reasonable time after the damage or destruction referred to in Section 2 of this Article, to perform the necessary repair or rebuilding, the Association shall, in the manner described in Section 2 of this Article, cause such repairs or rebuilding to be done by such firm, laborers or materialmen as may be chosen by the Association. The Association shall have, and is hereby given, a a continuing lien on that Improvements on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of (a) the cost of such repairs or rebuilding, (b) interest at the rate of fifteen percent (15%) per annum from the date of payment by the Association of such coats, and (c) reasonable attorneys' fees and any court costs or other expenses or charges incurred by the Association in connection therewith; which lien shall bind such Improvements in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not make prompt payment to the Association in the full amount of the lien, the Association shall have the right to foreclose such lien in the same manner as hereinafter provided in connection with unpaid assessments. The lien of the Association described in this Section 3 shall be subordinate to the lien of any trust deed, mortgage or mortgages now or hereafter placed upon the Improvements.

Section 4. Every Owner shall at all times keep each Improvements owned him fully insured for the full insurable replacement cost hereof against loss by fire and other casualties and shall cause the Association to be named as an additional assured under the policy for the purpose of providing funds to be used by the Association in those cases in which Owners neglect or refuse to rebuild or repair subsequent to a fire or casualty loss, and upon request by the Association shall deliver to the Association a policy or certificate evidencing such insurance.

## ARTICLE VIII

### RIGHTS AND OBLIGATIONS OF BOARD

Section 1. Rights of Board. The Board shall have the right, among other rights expressed and implied:

- (a) to delegate portions of its authority hereunder to committees or commissions

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composed of its members or other Owners;

(b) to hire outside contractors or agents to assist the Board in the performance of duties hereunder and to employ legal counsel, accountants, and a managing agent, where necessary, to advance the purposes of this Declaration;

(c) to take whatever steps necessary to discharge or insure over liens filed against the Common Area;

(d) Intentionally Omitted.

(e) to exercise such powers and perform such functions as are authorized by the By-Laws from time to time.

Section 2. Obligations of the Board. The Board shall:

(a) obtain insurance coverage both for property damage and liability on behalf of the Association over the Common Area in amounts sufficient to protect the interests of the Association; and

(b) use its best efforts to collect all assessments and to enforce the Covenants.

## ARTICLE IX

### ARCHITECTURAL CONTROL

Section 1. Purpose: Architectural Control Committee. The purpose of this Declaration and the Association is to create an attractive and safe residential community and to maintain that community and the Improvements and Lots within it in the same style, manner and quality in which they were created. Accordingly, the Board shall appoint at least three of its members to act as an Architectural Control Committee to enforce the rules and regulations adopted by the Board relating to architectural control. These rules and regulations shall pertain, among other things, to the nature and placement of any plantings, fencing, signs, Improvements reconstruction, and other Lot or Improvement additions or alterations and any other matter which needs to be considered in order to carry out the purposes described in this section.

Section 2. Architectural Control Committee Approval. Except for construction, plantings additions, changes alterations or restorations by the Declarant, no construction of a building, fence, wall or other structure or restoration (following destruction by fire or other casualty) of a Improvements shall be commenced, erected or maintained, no plantings on any Lot shall be made, nor shall the grade of any Lot be altered, nor shall additions to or exterior changes or alteration in any building, fence or wall be made, until the plans and specifications showing, where applicable, the nature, kind, shape, height, materials, color schemes and proposed location of such construction, planting, additions, changes, alterations, or restoration have been delivered to the

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Architectural Control Committee and they have been approved in writing by the Architectural Control Committee. The Architectural Control Committee may adopt rules and regulations for routine construction, plantings, additions, changes or alterations which may be made without its prior written consent. The Architectural Control Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan or landscape plan, which are not in the Architectural Control Committee's opinion of the same nature, quality and style as existing improvements, involve materials other than those used in the existing improvements, or are otherwise not suitable or desirable in the opinion of the Architectural Control Committee for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plans or landscape plans the Architectural Control Committee shall be acting reasonably if it uses the existing structures and landscaping within Tuscan Club Villas as a standard and considers the suitability of the proposed construction, planting, addition, change or alteration with the surroundings and their effect on the compatibility with the other Lots and Improvements within the Property.

A written decision by the Architectural Control Committee shall be delivered to the Owner within 30 days after the plans and specifications have been received from Owner by the Architectural Control Committee. An Owner may begin construction on such plans and specifications after they have received approval by the Architectural Control Committee.

## ARTICLE X

### GENERAL PROVISIONS

Section 1. Intentionally Omitted.

Section 2. Disputes Among Owners. The Board shall have the right to settle dispute or disagreement between or among any Owners, relating to the Property or any question of interpretation or application of the provisions of the Declaration, the Articles of Incorporation, By-Laws or any rules or regulations promulgated thereunder. The Board's determination with respect to such dispute or disagreement shall be final and binding on each and all of such Owners.

Section 3. Notices.

(a) All notices which are served pursuant to this Declaration shall be in writing and shall be deemed properly served if delivered by hand to the party to whose attention the notice is addressed or if mailed by United States registered or certified mail, return receipt requested, postage prepaid if to the Board or Association, then to the address of the President of the Board or to any other address designated in writing by the Board from time to time, and, if to an Owner, then to the common address of the Owner's Lot, or to any other address designated in writing by such Owner from time to time. Upon written request to the Board, giving the address at which notices should be sent, the holder of any duly recorded mortgage or trust deed against any Lot shall be given a copy of any and all notices permitted or required by this Declaration to be given

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to the Owner whose Lot is subject to such mortgage or trust deed.

(b) Any notice required or permitted to be given or served upon an Owner under this Declaration or under the Association's By-Laws, may be given by email or other computer-related communication procedure, in lieu of mail or delivery ("Alternative Notice") if the Owner so requests or authorizes, in writing, the Board or Association to give him/her notices in said Alternative Notice format or procedure; and such request or authorization may be withdrawn by the Owner at any time by written notice to the Association.

(i) Any Owner who is a director or officer may request or authorize, in writing, that all notices to be given or served upon him/her in his/her capacity as director and/or officer may be given in said Alternative Notice format or procedure.

(ii) The Board may adopt and amend rules governing all matters relating to such Alternative Notice.

(iii) To the extent that any statute requires that notice of any matter or action requires notice of a certain type or under a certain procedure, any election by an Owner, either individually or as a director or officer to receive Alternative Notice under this subsection (b) shall have no force or effect, and said notice shall not be given or served except as set forth in the statute.

Section 4. Severability. Invalidation of any provision contained in this Declaration by Judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 5. Personal Liability. The Original Declaration was executed by the Trustee solely as Trustee as aforesaid, and not personally, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the covenants and conditions to be performed hereunder by the Trustees are undertaken by it solely as Trustee as aforesaid, and no personal liability shall be asserted or enforceable against the Trustee by reason of any of the provisions contained in the Original Declaration.

Section 6. Encroachments. If any portion of the Common Area improvements or facilities encroaches upon any Lot, or if any properly authorized Improvements encroach upon any portion of the Common Area, there shall be deemed to be mutual easements in favor of the respective Owners of any such Lot and the Association (as owner of the Common Area) to the extent of the encroachments as long as the same shall exist.

Section 7. Amendment. The provisions of the Original Declaration shall run with and bind the land, for a term of twenty years from the date the Original Declaration was recorded, after which time they shall be extended for successive periods of ten years unless terminated by two-thirds of the Owners and their mortgagees. This Declaration may be amended during the said

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twenty year period by an instrument approved by not less than sixty-seven percent of the Owners (and approved by Declarant so long as Declarant owns any of the Lots), and thereafter by an instrument approved by not less than sixty-seven percent of the Lot Owners. Amendments affecting the rights of the mortgagees shall also require the approval of each approving Owner's mortgagee. Any amendment must be properly recorded. Any instrument by which the term of this Declaration is extended or by which this Declaration is amended shall be evidenced by the signatures of two officers of the Association. The approval of the Owners shall be proved by the notarized certificate of an officer of the Association that the required percentage of Owners voted in favor of the extension or amendment, and it shall not be a requirement that the actual signatures of the Owners appear on the instrument. No amendment shall be effective until it is recorded on the Office of the Recorder of Cook County, IL.

Section 8. Addendum. Notwithstanding the Amendment and Restatement of the Declaration, the provisions of the Addendum to the Declaration, which Addendum was recorded in the Office of the Recorder of Cook County, IL as document no. 89201775 shall remain in full force and effect.

Tuscany Club Villas Townhome Association,  
an Illinois not-for-profit corporation

By: \_\_\_\_\_

President

Attest: \_\_\_\_\_

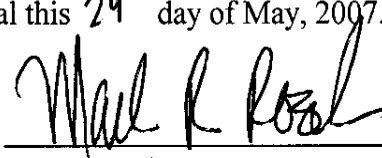
Secretary

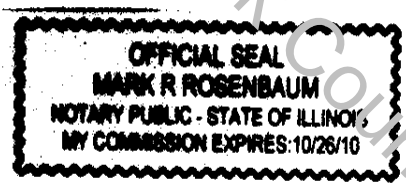
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STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF COOK         )

The undersigned, a notary public, in and for the State aforesaid, does hereby certify that Courtney Castillo, personally known to me to be the President of Tuscany Club Villas Townhome Association, an Illinois not-for-profit corporation, and Edward Renner, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in the above-stated County this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument, pursuant to authority given by the Board of Managers of said corporation, and as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Given under my hand and notarial seal this 24<sup>th</sup> day of May, 2007.

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





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## EXHIBIT "A"

THAT PART OF LOTS 1 TO 10, 30 TO 57, 60 TO 73 AND THAT PART OF VACATED SOUTH NORTON STREET IN C.J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF WEST POLK STREET, 6 FEET EAST OF THE EAST LINE OF SOUTH RACINE AVENUE; THENCE EAST ALONG THE NORTH LINE OF WEST POLK STREET A DISTANCE OF 204.14 FEET TO A POINT 52 FEET WEST OF THE EAST LINE OF LOT 10 AFORESAID; THENCE NORTH ALONG A LINE 52 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 10 AND LOTS 30 TO 43 A DISTANCE OF 368.09 FEET TO A POINT ON THE SOUTH LINE OF WEST VERNON PARK PLACE, AS WIDENED BY ORDINANCE PASSED DECEMBER 9, 1901 AND RECORDED OCTOBER 31, 1904 AS DOCUMENT 3613969; THENCE WEST ALONG THE SOUTH LINE OF WEST VERNON PARK PLACE, AS WIDENED, A DISTANCE OF 176.76 FEET TO A POINT 34 FEET EAST OF THE EAST LINE OF SOUTH RACINE AVENUE; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 369.22 FEET TO A POINT ON THE NORTH LINE OF WEST POLK STREET, 6 FEET EAST OF THE EAST LINE OF SOUTH RACINE AVENUE AND THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

AND INCLUDING, TO THE EXTENT NOT OTHERWISE INCLUDED WITHIN THE ABOVE-SHOWN LEGAL DESCRIPTION, CERTAIN PARCELS OF THE FOLLOWING DESCRIBED TRACTS:

### TRACT 1-A:

LOTS 4 THROUGH 7, 30 THROUGH 57, 60 THROUGH 73 (EXCEPT THAT PART OF SAID LOTS 30, 57 AND 60 THRU 73 TAKEN FOR WIDENING OF RACINE AVENUE AND VERNON PARK PLACE; ALSO EXCEPT THE EAST 52.0 FEET OF LOTS 30 THROUGH 43) IN C.J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEES SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, AND THAT PART OF VACATED SOUTH NORTON STREET LYING THEREIN, EXCEPT THE EAST 1/2 THEREOF LYING WEST OF TRACT 1-B, BELOW.

### TRACT 1-B:

LOTS 1 THROUGH 4, TAKEN AS A TRACT (EXCEPT THE EAST 52.0 FEET OF SAID TRACT) IN ASSESSOR'S DIVISION OF LOTS 8 THRU 13, OF C.J. HULL'S SUBDIVISION OF BLOCK 6 OF CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, AND THE EAST 1/2 OF VACATED SOUTH NORTON STREET LYING WEST OF AND ADJACENT THERETO.

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## TRACT 1-C:

LOTS 1 THROUGH 4 IN ASSESSOR'S DIVISION OF LOTS 1 THRU 3 OF C.J. HULL'S SUBDIVISION OF BLOCK 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING OF RACINE AVENUE), EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PARCEL DESCRIPTIONS: The property commonly known as the common areas of the Tuscan Club Villas located on the northeast corner of Polk and Racine Street, Chicago, Illinois and legally described as follows:

### PARCEL 1:

THAT PART OF THE ABOVE DESCRIBED TRACT 1-C DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 1-C, THENCE NORTH ALONG THE EAST LINE THEREOF, 20.00 FEET, THENCE WEST PARALLEL WITH THE SOUTH LINE OF TRACT 1-C 58.68 FEET, THENCE NORTH PARALLEL WITH THE EAST LINE OF TRACT 1-C, 56.0 FEET THENCE EAST 24.70 FEET, THENCE SOUTH 3.33 FEET, THENCE EAST 33.98 FEET TO THE EAST LINE OF TRACT 1-C, THENCE NORTH 23.89 FEET, THENCE WEST, 50.31 FEET, THENCE NORTH 3.39 FEET TO THE NORTH LINE OF TRACT 1-C, THENCE WEST 9.38 FEET TO THE EASTERLY LINE OF RACINE AVENUE, THENCE SOUTHWESTERLY 100.29 FEET TO THE SOUTHWEST CORNER OF TRACT 1-C, THENCE EAST 67.0 FEET TO THE POINT OF BEGINNING.

### PARCEL 2:

THAT PART OF THE ABOVE DESCRIBED TRACT 1-B DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 1-B, THENCE NORTH ALONG THE EAST LINE 100.0 FEET TO THE NORTHEAST CORNER THEREOF, THENCE WEST 3.0 FEET, THENCE SOUTH 12.57 FEET, THENCE WEST PARALLEL TO THE SOUTH LINE OF TRACT 1-B 35.0 FEET, THENCE SOUTH 7.43 FEET TO THE SOUTHWEST CORNER OF TRACT 1-B, THENCE EAST 38.0 FEET TO THE POINT OF BEGINNING.

### PARCEL 3:

THAT PART OF THE ABOVE DESCRIBED TRACT 1-A DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 4 IN C.J. HULL'S SUBDIVISION, THENCE EAST ALONG THE NORTH LINE OF POLK STREET 95.0 FEET TO CENTER LINE OF VACATED NORTON STREET, THENCE NORTH 7.43 FEET, THENCE WEST 21.0 FEET, THENCE NORTH ALONG A LINE 59.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 1-A 353.22 FEET, THENCE EAST 56.0 FEET, THENCE SOUTH 262.13 FEET, THENCE EAST 3.0 FEET TO THE EAST LINE OF SAID TRACT 1-A AND THE WEST LINE OF A PUBLIC ALLEY, THENCE NORTH 269.57 FEET TO THE SOUTH LINE OF WEST VERNON PARK PLACE, THENCE WEST ALONG SAID SOUTH LINE 176.76 FEET TO THE EASTERLY LINE OF RACINE

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AVENUE, THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 24.48 FEET, THENCE EAST PARALLEL WITH THE SOUTH LINE OF WEST VERNON PARK PLACE 103.62 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF TRACT 1-A 56.0 FEET, THENCE WEST 24.33 FEET, THENCE NORTH 3.33 FEET, THENCE WEST 54.0 FEET, THENCE SOUTH 3.33 FEET, THENCE WEST 21.71 FEET, THENCE NORTH 56.0 FEET; THENCE WEST 3.58 FEET TO SAID EASTERLY LINE OF RACINE AVENUE, THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 129.61 FEET, THENCE EAST 3.32 FEET, THENCE NORTH 41.0 FEET, THENCE EAST 3.00 FEET, THENCE NORTH 15.0 FEET, THENCE EAST 107.26 FEET, THENCE SOUTH 56.0 FEET, THENCE WEST 113.58 FEET TO THE EASTERLY LINE OF SAID RACINE AVENUE, THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE 174.84 FEET, THENCE EAST 9.38 FEET, THENCE NORTH 52.62 FEET, THENCE EAST 112.84 FEET, THENCE SOUTH 56.0 FEET, THENCE WEST 62.53 FEET TO THE WEST LINE OF LOT 4 IN SAID C.J. HULL'S SUBDIVISION, THENCE SOUTH 23.89 FEET, THENCE EAST 38.02 FEET, THENCE NORTH 3.35 FEET, THENCE EAST 24.32 FEET, THENCE SOUTH 56.0 FEET, THENCE WEST 62.34 FEET, THENCE SOUTH 20.00 FEET TO THE POINT OF BEGINNING.

## Street Addresses:

1152 W. Polk Street  
 1154 W. Polk Street  
 1156 W. Polk Street  
 1158 W. Polk Street  
 1160 W. Polk Street  
 1162 W. Polk Street  
 731-A through 731-E S. Racine Ave.  
 727-A through 727-E S. Racine Ave.  
 1151 W. Vernon Park Place  
 1153 W. Vernon Park Place  
 1155 W. Vernon Park Place  
 1157 W. Vernon Park Place  
 1159 W. Vernon Park Place  
 1149-A through 1149-P W. Vernon Park Place,  
 Plus certain Common Areas walkways

All in Chicago, IL 60607

## PINs

17-17-408-030 through 17-17-408-078

## EXHIBIT "A"

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## Exhibit "B"

### Affidavit

The undersigned person, being first duly sworn on oath, deposes and states as follows:


1. The undersigned is the duly elected, and now acting, Secretary of the Tuscany Club Villas Townhome Association, an Illinois not-for-profit corporation.
2. The undersigned has been, and now is, duly authorized to make this Affidavit on behalf of the Association.
3. That the above and foregoing Amended and Restated Declaration of the Association was duly approved by:
  - a. The vote of a majority of the Board, at a duly called and properly noticed Board meeting on January 15, 2007, at which a quorum was present, and
  - b. The vote of not less than 75% of the Owners of the Association at duly called and properly noticed Owners meeting on March 19, 2007.

Date: May 24 , 2007



Edward Renner

Subscribed and sworn to before me  
this 24<sup>th</sup> day of May , 2007



Notary Public

