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**DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS AND
PARTY WALL RIGHTS FOR**

**MONTANA SHEFFIELD HOME
OWNERS ASSOCIATION
2823 N. Oakley Ave.
Chicago, Illinois 60618**



Doc# 1735613005 Fee \$84.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/22/2017 10:05 AM PG: 1 OF 2

THIS DECLARATION is made this 10th day of September, 2017 by **Montana Sheffield, LLC**, an Illinois Limited Liability Company ("The Declarant")

RECITALS:

THIS DECLARANT is the Owner in fee simple of the tract of land in the **City of Chicago** County of Cook and State of Illinois, said land being referred to as the "Townhomes" or "Lot" or "Lots", and more fully described on Exhibit "A".

The Townhomes consist of five (5) single-family residences, having one or more party walls, (herein referred to as the "parcels"), which are to be and/or have been constructed on the following land; herein referred to as the "Development Site".

Legal Description: LOT 8 (EXCEPT NORTH 3 FEET THEREOF) AND LOTS 9 AND 10 IN ALBERT PICK'S SUBDIVISION OF EAST 1/2 OF BLOCK 18 IN CANAL TRUSTEE SSUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

C/K/A 1000-1008 Chicago Illinois 60618

Current PIN: 14-29-422-044-0000

and as more fully described on:

Exhibit "A" the Survey

WHEREAS, substantial sums of money have been expended by the Declarant to create an architectural style and design for consistency and compatibility of the Townhomes to each other and to the remainder of the neighborhood in general.

WHEREAS, the Declarant intends to convey the Townhomes to individual or multiple purchasers who will accept title to said Townhomes subject to the terms and conditions of this Declaration.

THE PURPOSES OF THIS DECLARATION ARE AS FOLLOWS:

- A. To provide for the conservation of the values and amenities of the Townhomes.

RECORDING FEE 84.00
DATE 12/22/2017 COPIES 62
OK BY [Signature]

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B. To provide for the conservation and enhancement of the values of all residences comprised by the Townhomes and for the conservation of the integrity, character and architectural uniqueness of said residences.

C. To establish the terms of party wall / party floors agreements relative to the shared walls and floors of the Townhomes.

D. To create cross easement among the Townhome units in order to facilitate ease of access to and maintenance off the individual and the Home Owners Association properties.

NOW, THEREFORE, the Declarant hereby declares that the Townhomes shall hereafter be held, transferred, sold, conveyed, occupied, mortgaged and encumbered subject to the covenants, conditions, restrictions, easements, hereinafter set forth, all of which shall run with the land and are or shall be binding on all parties having any interest in the Townhomes or any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

1.1 MEANINGS. As used herein (unless the context shall prohibit), the following words shall have the following meanings:

- A. **Declarant:** Montana Sheffield, LLC, an Illinois Limited Liability Company
- B. **Townhomes:** The MONTANA SHEFFIELD HOME OWNERS ASSOCIATION is located 1000-1008 W. Montana, Chicago, Illinois 60614, as described above.
- C. **Party Wall/Floors:** The demising wall and floors that exists between two (2) Townhomes.
- D. **Dwelling Unit:** One (1) housing unit or residence in each Townhome, consisting of a group of rooms within the demising walls. As more fully described on Exhibit "A".
- E. **Occupant:** A person or persons in lawful possession of a dwelling unit.
- F. **Guest:** An invitee or visitor of any occupant of a dwelling unit.
- G. **Owner:** A record owner, whether one or more persons or entities (including the Declarant), of a fee simple title to any lot upon which a Townhome is constructed, but excluding those having such interest as security for the performance of an obligation.

1.2 FEE SIMPLE INTEREST: The Townhomes which are subject to the Declaration are considered to be fee simple units and the purpose of this Declaration is limited solely to the matters set forth herein as they relate to easements, party walls and restrictions, affecting the fee simple interest of the owners of said Townhome units. The owners of the Townhome shall also have an interest in the Association as specified in Article VIII herein.

ARTICLE II

EASEMENTS

2.1 MISCELLANEOUS UTILITIES: Where any pipes, wires, conduits and public utility lines lie within the boundaries of a Townhome Lot, any portions thereof servicing only that lot shall be deemed a part of that lot. Each Townhome has been provided with its own electric and telephone service. Easements are hereby

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declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, wires and equipment, over, under, along and on any part of the Townhome Lots, including the temporary parking of service vehicles for emergency purposes except for those areas upon which any improvements lie, as they exist on the date of the recording hereof.

2.2 CITY OF CHICAGO EASEMENT: An easement is hereby granted to the City of Chicago to go upon the Townhome Lots at any time for the purpose of maintenance, replacement and repair of water, sewer and any other facilities as may be under the control of the said City.

2.3 CONSTRUCTION EASEMENT: Declarant reserves for itself and each owner an easement and right to overhang and encroach upon, over and on any portion of adjacent Townhomes with a roof, portico, retaining wall or other projections, appurtenance or fixture to any building situated on a lot as the same exists on the date of the recording hereof, but not otherwise, together with the right to go upon each such portion of an adjacent Townhome for the purpose of reconstructing, repairing, maintaining, inspecting or replacing such roof, portico, retaining wall or other projection, appurtenance or fixture to any such building. In the event that, by the reason of the construction, settlement or shifting of any building as originally constructed or as now existing, any part of a residential unit encroaches or shall hereafter encroach upon any part of or any Townhome lot, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Townhome Lot encroach or shall hereafter encroach upon any part of any Lot, valid easements for the maintenance of such encroachment, are hereby established and shall exist for the benefit of such Lot, so long as all or any part of the building in which such Townhome is located shall remain standing, provided, however, that in no event shall a valid easement for an encroachment be created in favor of any owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the adjacent Townhome by the other owners and if it occurred due to the willful conduct of any owner.

2.4 ACCESS EASEMENT: Declarant reserves for itself and each Owner an easement and right of access upon and through any and all areas under the ownership and control of the Home Owner Association and any and all areas that may be owned by the individual Owners, but which are outside of the walls of the individual Townhome units. Such rights and easements shall not extend to the balconies accessible only from inside of a Townhome unit and to the parking spaces owned by individual Owners.

2.4 EASEMENT IN PERPETUITY: All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns and any owner, purchaser, mortgagee or other person having an interest in said land, or any part or portion thereof.

2.5 REFERENCE TO EASEMENTS: Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall not be required, but any such reference in an instrument, if contained therein, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

2.6 EASEMENT FOR UNINTENTIONAL ENCROACHMENTS: In the event that, by reason of construction, settlement or shifting of any Dwelling Unit or Units located on any Townhome Lot encroaches or shall hereafter encroach upon any portion of any other Townhome Lot which is not owned by the Owner of the Dwelling Unit or Units so encroaching, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the Owner of the Dwelling Unit or Units so encroaching; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or materially interferes with the reasonable use and enjoyment of the Townhome Lot burdened thereby or such encroachment results from the willful conduct of the Owner of the Dwelling Unit or Units so encroaching.

ARTICLE III

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RESTRICTIONS

3.1 EXTERIOR: Declarant has taken great care and expended substantial sums to create an architectural design and style reflecting continuity of the Townhomes with each other and neighborhood in general. Accordingly, any structural or physical alterations or modifications to the exterior or structure of the Townhome is expressly prohibited. This prohibition includes, but is not limited to, the masonry and wooden portions, as well as doors, windows and rooflines.

3.2 ADDITIONS: Declarant has caused the design of the Townhomes to provide for a maximum amount of living space in proportion to the size of the lot upon which the Townhome is constructed. Accordingly, no additions or structures or other enclosures may be constructed on the Townhomes, or the lots, which they occupy.

3.3 INSURANCE: No owner shall permit anything to be done or kept in the Townhome which will result in the increase in the rate charged or in the cancellation of any insurance carried by any other Townhome owner, or which would be in violation of any law.

3.4 NOXIOUS USE: Nothing shall be done in any Townhome of a noxious or offensive nature, nor shall any outside lighting or loudspeakers or other sound producing devices be used which will interfere with the quiet use and enjoyment of other adjacent Townhome owners. Townhome owners shall be prohibited from using the areas located under the overhangs and soffits above common areas of the Townhome for open fires, barbecues, or other flammable uses. Waste shall be kept in sanitary containers. The interior and exterior of the Townhomes shall be maintained by the owner in a clean, sanitary and attractive condition. Owners shall also maintain, cultivate and keep in good condition all trees, grass, shrubs and other landscaping.

ARTICLE IV

PARTY WALLS / PARTY FLOORS AND COMMON ROOF AND OTHER ELEMENTS

4.1 DESCRIPTION: Each Townhome has either one (1) or two (2) party walls and/or party floors comprising the side demising walls and floors of the dwelling unit as shown on Survey Exhibit "A" and running in either East-West direction or a North-South direction. Said party walls are constructed of either masonry or of wood frame and plasterboard materials. The wall separating one Townhome from another is herewith declared as a party wall.

4.2 DECLARATION:

A. The party wall separating two (2) Townhomes shall be for the exclusive use and benefit of the Townhomes that share said wall or floor, their respective owners, heirs, legal representatives, successors and assigns subject to the terms of this Declaration.

B. Each of the owners of the Townhomes sharing a party wall may use said party wall in any manner which shall not materially interfere with the use and enjoyment thereof by the other.

C. Any and all costs and expenses necessary for the maintenance of and preservation of the party wall to keep it in good condition and repair shall be borne equally between the Townhome owners who share said party wall; provided, however, that if at any time, the Townhome on one side of the party wall has been removed, the owner of the Townhome that shared said wall that remains shall bear the sole cost of so maintaining and preserving the party wall after the owner of the Townhome that was removed has performed the necessary construction to allow said remaining wall to be a proper exterior wall in accordance with the requirements of the City of Chicago then in affect.

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D. Declarant hereby sets forth that if it shall hereafter become necessary or desirable to repair or replace the whole or any portion of a party wall, the expenses of such repairing or rebuilding shall be shared equally by the Townhome owners who share said party wall, and whenever the party wall, or such portion thereof shall be rebuilt, it shall be erected in the same location and on the same line, and be of the same size, and the same or similar material, and of like quality with the present party wall, except where said party wall shall no longer be a shared party wall, but becomes an exterior wall, then in that case, the material and quality shall be similar to the material and design of the other exterior walls on the Townhomes.

Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall from any cause, other than the negligence of either of the Townhome owners sharing said party wall other than on account of fire or other casualty to one of the Townhomes sharing said party wall either of the parties sharing said party wall shall have the right to repair or rebuild the party wall and (i) the expense thereof shall be apportioned as hereinabove provided, and (ii) each Townhome owner shall have the full use of the party wall so repaired or rebuilt. If damage to or destruction of the party wall shall have been caused by loss by fire or other casualty to the property of, or by the negligence of one party sharing said party wall such party shall bear the entire cost of repair or rebuilding. If either party sharing said party wall shall neglect or refuse to pay his share as aforesaid, the other party may have the party wall repaired or rebuilt and, in addition to any other remedy available to him by law, shall be entitled to have a mechanic's lien on the premises of the party so failing to pay in the amount of such defaulting party's share of the repair or rebuilding costs. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner and to the extent possible, accomplished without interruption to the normal usages of the Townhomes which share said party wall, party floor and/or roof.

E. Each Townhome owner sharing a party wall is licensed by the other Townhome owner who shares said wall, upon reasonable notice and/or proof of need, to enter upon the other parties premises for the limited and express purpose of erecting, repairing or rebuilding of the party wall, party floor and/or roof as herein provided; provided, however, that no such erecting repairing or rebuilding shall impair the then existing structural integrity of the others Townhome.

F. All references to party walls contained herein shall also apply to the gutters, scuppers and downspouts which run along, upon or within said party walls and/or roof, and the portion of this Declaration relating to party walls shall also relate to said gutters, scupper and downspouts as well.

G. In the event the Townhome of one party is no longer connected to the party wall, the other owner, at such time as it removes and disconnects its Townhome from the party wall, shall demolish and remove the party wall at its sole cost and expense, leaving said wall in suitable condition to remain as an exterior wall, and then and thereafter this party wall agreement shall terminate and neither party shall have any right, duty or obligation hereunder (except to fulfill his obligations hereunder which shall have accrued up to and including the date of such termination).

H. The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid parcels or Lots herein described and shall bind the respective parties hereto and their respective heirs, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a conveyance by either party of his respective rights in the fee of the real estate in which the party wall shall stand.

I. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts or omissions shall apply thereto.

4.3 COMMON EXPENSES: The cost of reasonable repair, maintenance and restoration, including, but not limited to, of the roof, driveways, concrete walks, common stairs, balconies, landscaping, snow removal, etc. of the lots upon which the Townhome project is constructed, shall be shared equally by the owners of the lots irrespective of the ownership, subject however, to the right of the owner to call for another owner to pay a greater share under any rule of law regarding any liability for negligence of willful acts or omissions.

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4.4 PUBLIC LIGHTING: Each townhome unit is provided with exterior lights. In order to provide adequate public lighting, each Owner is hereby obligated to have all of the exterior light located at ground level to stay "ON" from dusk to dawn. Since every Owner has the same responsibility for providing public lighting, no compensation for the cost of electricity will be made by the Association to individual Owners. Each owner shall keep the exterior lights in good repair and replace light bulbs as necessary.

5.1 RECONSTRUCTION: In the event that any Townhomes shall be damaged or destroyed by fire, any casualty or any other cause or event whatsoever, the owner thereof shall cause it to be repaired, restored or rebuilt as the case may be, as rapidly as reasonably possible, to the condition as near as possible in which such property was immediately prior to such damage or destruction

5.2 INSURANCE COVERAGE: To insure the prompt repair, restoration or rebuilding of any Townhome damaged or destroyed by fire or other casualty, each owner shall maintain in full force from time to time, insurance covering the Townhome owned by him, consisting of, or providing all the protection afforded by, at least, the insurance now generally described as fire, extended coverage, vandalism and malicious mischief, to 100% of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction without depreciation.

Coverage shall be obtained for any liability resulting from the use of the common access by a unit owner and/or invitees or guests thereof. The Homeowners Association shall be named as a loss payee under said liability provisions to the extent the Association has maintenance responsibilities thereon.

The unit owner shall provide the Association with a copy of the annual unit policy. An Owners failure to obtain said insurance shall allow the Association to purchase said insurance, if available for the non insured Unit, to cover liability for damage to the other units resulting from or caused by defects in or non repair, negligence or other action or non action by the non covered Unit Owner. The Association shall be deemed in such an event to have an insurable interest in the uninsured Unit and shall have the power and authority to charge the uncovered Unit Owner the cost of said insurance coverage and to place a lien on said Unit for the cost thereof including attorneys fees and court costs resulting from any collection process required to obtain reimbursement.

ARTICLE VI

MISCELLANEOUS AND EXECUTION

6.1 NON WAIVER OF COVENANTS: No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by any reason of failure to enforce the same, irrespective of the number of violations of breaches which may occur.

6.2 SUCCESSORS AND ASSIGNS: Each grantee of the Declarant, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, easements, liens and charges, and the jurisdiction, rights and powers crated or reserved by this Declaration and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Declaration. All rights, benefits, privileges of every character hereby granted, created, reserved and Declared and all impositions and obligations hereby imposed shall be deeded and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated in length in each and every deed of conveyance. All rights granted specifically to Declarant under this Declaration shall be binding upon the successors and assigns of Declarant, provided, however, that the owners shall not be deemed to be the successors and assigns of the Declarant for the purpose of this paragraph.

6.3 ENFORCEMENT: Any violation on the part of an owner of any of the restrictions, covenants, terms or conditions of this Declaration to be kept, observed or performed by him and which will or is

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likely to result in damages which are irreparable or impossible of ascertainment, then any other owner is hereby granted the right to prevent or remedy any such threatened or actual violation on the part of any owner, or the further continuation of any such violation, as the case may be, by means of injunctive proceedings or other legal remedies. The various rights and remedies hereby granted shall be in addition to all other rights and remedies which may be available. All said rights and remedies may be exercised either concurrently or consecutively or partly concurrently or partly consecutively, as the case may be.

6.4 SURVIVAL: If any term, provision, covenant, easement, agreement or condition in this Declaration shall be held invalid, whether in general or as to any particular situation or circumstance, the remainder of this Declaration and the applicability to any other situation or circumstances, as the case may be, shall not be invalidated or terminated thereby, but shall remain in full force and effect to all intents and purposes as though such invalid term, provision, covenant, easement, agreement or condition had never been.

If any of the covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States of America.

6.5 GENDER OF TERMS; NUMBERS: As used in this Declaration, the masculine shall mean the feminine or neuter and singular mean plural where the context requires to preserve the making of the appropriate provision.

6.6 SUPERIORITY: Anything herein to the contrary notwithstanding, nothing contained herein shall be construed to supersede any ordinance of the Village of Oak Park, Illinois, affecting the property or any portion thereof.

6.7 NO PERSONAL LIABILITY OF DECLARANT: This Declaration is executed by Declarant only in its corporate capacity.

6.8 LAWS OF ILLINOIS: This Agreement shall be construed in conformity with the law of the State of Illinois and in accordance with the usage in said State of Illinois regarding party walls.

6.9 MODIFICATIONS: This Agreement contains all the terms, conditions and covenants relating to the Townhomes described herein and no modifications, waivers, variations, or releases of the duties and obligations under this Agreement shall be binding unless made in writing and signed by the Townhome owners affected herein. In the event any modifications of this Agreement is desired as it relates to exterior modifications to any of the Townhomes as set forth in Article 3.1 hereof, then, in that event, the affected Townhome owners shall be construed as all of the Townhome owners.

6.10 NOTICE: Any notice required or desired to be given under the provisions of this Declaration to any owner shall be deemed to have been properly delivered when the deposited in the U.S. Mail, postage prepaid, directed to the last known person who appears as an owner or other person, at the last known address for each such person which is publicly listed if other than address of the Townhome.

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ARTICLE VII

RIGHTS RESERVED TO DEVELOPER

7.1 DEVELOPER'S PROMOTIONAL RIGHTS: The right is reserved to the Developer to place and maintain on any area of the Parcel or Development Site, with the exception of a Townhome Lot which has been sold and conveyed or sold on Contract, or sold pursuant to an installment Contract or Articles of Agreement for Deed, to an Owner, all model Dwelling Units, construction trailers, sales offices, fencing, flag poles, advertising signs, banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Developer for construction, sales and leasing purposes. There is also reserved to the Developer, its agents, employees and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Parcel and Development Site for such sales and leasing purposes. The Developer also reserves the right to maintain on the Parcel and Development Site for such sales and leasing purposes without charge (a) a general office for the purpose of exercising the rights reserved in Paragraph 7.1 and 7.2 hereof, (b) a general construction office for Developer's contractors and subcontractors and appropriate parking facilities for the employees of Developer's agents and contractors. Developer's aforesaid reserved rights shall continue for so long as Developer is engaged in the construction, sale or leasing of Dwelling Units on any portion of the Development Site.

7.2 DEVELOPER'S EASEMENTS: The Declarant reserves unto itself, the Developer, a non-exclusive easement to, through, over, under and across the Development Site and all portions thereof for the purpose of implementing the overall development of the Development Site, including, without limitation, the planning, construction, marketing, leasing, management and maintenance of improvements in any portion of the Development Site. Such easement shall continue for a period of ten (10) years from the date of this Declaration unless Developer, by written notice to the Association, elects to terminate such rights prior to such date. All rights and easements in favor of the Owner created by this Declaration shall be subject and subordinate to the afore described development rights and easements of Developer, whether or not inconvenience to any Owner shall result therefrom. The rights and easements reserved pursuant to this Section 7.2 and Section 7.3 shall inure to the benefit of the Developer, the Declarant, their respective successors and assigns, including any successor to or assignee of the Developer's rights under this Declaration.

7.3 RIGHTS OF DEVELOPER TO MAKE DEDICATIONS, TO GRANT ACCESS AND UTILITY EASEMENTS END TO EXPAND THE DEVELOPMENT SITE: As used in this Paragraph 7.3, the term "utilities" means all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment, which serve the Development Site, including, without limitation, those for the transmission and/or distribution of water, electricity gas, telephone, sewage, drainage and television and other electronic signals. Said term also includes all standpipes, hydrants, pumps, equipment vaults and other structures and facilities for the provisions of fire protection services.

Declarant and Developer hereby reserve the following rights and easements:

A. To dedicate streets and street lights, walks, malls, parkways, parkland, drives, open space and water rights to any governmental authority and to make such other dedications as may be required to implement the ordinances of any governmental authority from time to time applicable to the Parcel or Development Site and to the public improvements thereon and to install, provide and service all utilities on and to provide vehicular and pedestrian access to the Development Site.

ARTICLE VIII

ASSOCIATION

8.1 The Developer after execution and recordation hereof, or the Purchasers upon the sale of all Dwelling Parcels, may cause a non-profit corporation to be incorporated under the laws of the State of Illinois or a non-profit unincorporated association to be formed, to be called the "MONTANA SHEFFIELD HOME OWNERS ASSOCIATION", or a name similar thereto to represent this "Common Interest Community", and upon the

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formation of such non-profit corporation or association (hereinafter sometimes referred to as the "Association") every owner of a Dwelling Parcel or beneficiary under a title-holding land trust, shall become a member therein. Each such owner, including the beneficiary of any such title-holding land trust, shall be entitled to one vote per unit based on that unit's percentage interest in the square footage of the project on each matter submitted to a vote of the members for each Dwelling Parcel owned by him or it, except that where title or beneficial interest to a Dwelling Parcel is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

8.2 The direction of the Associations shall be vested in a Board of Directors (hereinafter sometimes referred to as the "Board of Directors") consisting of three (3) members, each of whom shall be an owner, to be elected by majority vote of the owners, with cumulative voting permitted. The Board of Directors, upon majority vote, may elect such officers from among the owners as they shall deem necessary and appropriate for the conduct of the affairs of the Association.

8.3 At the direction of the majority of the Board of Directors, all Dwelling Parcels may be subject to an assessment to be reasonably and fairly determined by the Board of Directors to cover such items, including, but not limited to, maintenance of roof, driveways, concrete walks, common stairs, balconies, landscaping and snow removal. The aforesaid charges or assessments shall be paid by the respective owners when billed by the Board of Directors and if an owner is in default in making any such payment for ten (10) days, the Association or any owner may bring proceedings at law or in equity against such owner to collect same by suit, there shall be added to the amount due the costs of such suit together with interest and reasonable attorneys' fees, to be fixed by Court Order. All remedies provided in the Forcible Entry and Detainer Act of the State of Illinois are incorporated herein by reference for the collection of assessments herein.

ARTICLE IX

GENERAL

9.1 AMENDMENTS BY DECLARANT: Prior to the sale of the fifth (5th) Townhome Unit, the Declarant or its successors and assigns shall have the right to change or modify this Declaration; and provided that except as may be provided in this Declaration, such amendment shall be executed only to (i) comply with the requirements of the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Federal National Mortgage Association, the Federal Housing Authority or any similar entity, (ii) comply with any statutes, laws or ordinances, or (iii) correct clerical or typographical errors. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make any change or modification as authorized hereunder on behalf of each Owner as attorney-in-fact for such Owner. Each Deed, Mortgage, Trust Deed, or other evidence of obligation affecting a Townhome Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of and a covenant and reservation of the power of the Declarant as aforesaid. Such amendment shall become effective upon recording in the office of the Recorder of Deeds for Cook County, Illinois.

9.2 AMENDMENT BY THE OWNERS:

A. The provisions of this Declaration may be amended by an instrument executed and acknowledged by and approved by the Owners of not less than three (3) of the Townhome Lots which are subject to the provisions of this Declaration, and shall contain an Affidavit signed by all Owners approving the Amendment, certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Townhome Lots, no less than five (5) days prior to the date of such Affidavit. No amendment affecting the right of the Holder of any first mortgage or trust deed on a Townhome Lot shall be made without the consent of such mortgagee or holder. No amendment shall be effective unless recorded in the office of the Recorder of Deeds of Cook County, Illinois.

B. Those provisions of this Declaration relating to the rights, privileges or obligations of the Declarant or the Developer may only be amended upon the prior written consent of the Declarant or Developer. This Declaration may be amended by Declarant in any manner prior to the conveyance of any Townhome Lot to any other Owner.

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

9.4 ENFORCEMENT: Enforcement by any Owner of the covenants and restrictions contained in this Declaration shall be had by any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

9.5 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of Cook County Recorders of Deeds at the time of such mailing.

9.6 TITLE HOLDING LAND TRUST: In the event Title to any Townhome Lot is conveyed to a Title Holding Trust under the terms of which all power of management, operation and control of such Townhome Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Townhome Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligations 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 obligations shall continue to be a charge or lien upon such Townhome 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 Townhome Lot.

9.7 DURATION: The covenants, restrictions, conditions, reservations, liens and charges imposed or established by or created under this Declaration shall run with and bind the land for a period of forty (40) years from the date of recording of this Declaration and may be enforced by any owner through any proceeding in law or in equity. Failure by any Owner to so enforce shall in no event be deemed a waiver of the right to do so thereafter. After the expiration said forty (40) years period, all of such covenants, restrictions, conditions, reservations, liens and charges shall continue to run with and bind the land for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part, by an instrument in writing which is executed by the Owners of not less than two-thirds of the Townhome Lots and recorded in the office of the Recorder of Deeds for Cook County, Illinois.

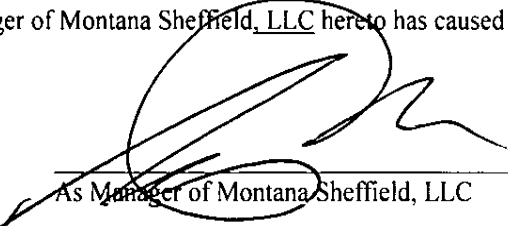
9.8 CAPTIONS: The Article and Paragraph headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

THIS DECLARATION is executed by the undersigned as a corporate entity.

THIS DECLARATION, is executed by the undersigned Manager, not personally, but as Manager as aforesaid; and it is expressly understood and agreed by the parties hereto, anything to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Manager named and referred to in said Declaration for the purpose of binding it personally, but this instrument is executed and delivered by Riverfront Development, LLC, a limited liability company.

IN WITNESS WHEREOF, the Manager of Montana Sheffield, LLC hereto has caused these presents to be signed the day and year first above written.

By:


As Manager of Montana Sheffield, LLC

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK) ss:

I, GAIL Gurevich, a Notary Public, in and for and residing in said Count and State, **DO HEREBY CERTIFY THAT** ART Gurevich, Manager of Montana Sheffield, LLC who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, respectively, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Limited Liability Company, as Manager as aforesaid for the uses and purposes therein set forth; and the said Manager then and there acknowledged that said Manager's own free and voluntary act and as the free and voluntary act of said Limited Liability Company for said uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21 day of September, 2017



Gail Gurevich
Notary Public

Property of Cook County Clerk's Office

UNOFFICIAL COPY

1735613005

Doc# 1735613005 Fee \$24.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/22/2017 10:05 AM PG: 1 OF 2

COOK COUNTY RECORDER OF DEEDS EXHIBIT ATTACHED TO DOCUMENT

*12 pages
Double's
84.00*

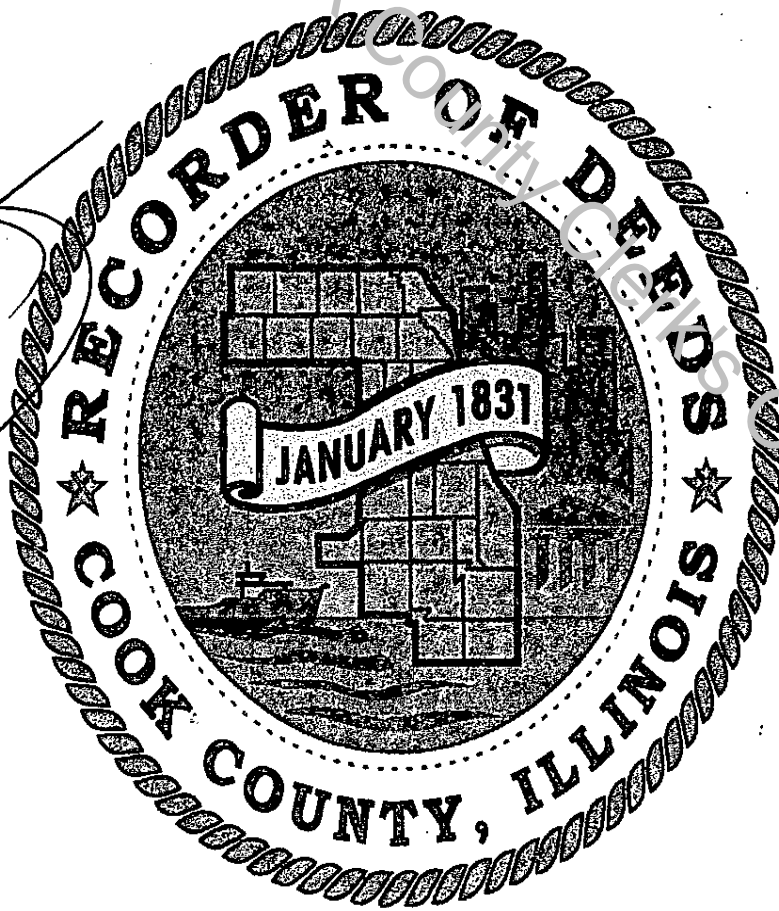


IMAGE STORED IN PLAT INDEX DATABASE