

UNOFFICIAL COPY



Doc# 2000949123 Fee \$85.00

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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 01/09/2020 02:09 PM PG: 1 OF 18

PREPARED BY:
LES SANTELER
406 BLUEJAY CT.
MT. PROSPECT, IL.
60056

SECOND AMENDMENT TO ORCHARD FIELD TOWNHOME DECLARATION

This Second Amendment to the Orchard Field Townhome Declaration recorded with the Recorder of Deeds of Cook County, Illinois on April 8, 1991 as Document No. 91157145 (the "Declaration") is made and entered into this 4th day of August 2019 the Orchard Field Townhome Association NFP (the "Association").

WITNESSETH

WHEREAS, the Declaration is the governing document of the Association located in the County of Cook and State of Illinois (see legal Description attached hereto, made part hereof and marked as Exhibit A, hereafter the "Property");

WHEREAS, pursuant to Paragraph 3.01 of the Declaration, the Declarant was incorporated under the Illinois General Not-For-Profit Act on 09/10/2019 for the purpose of acting as the Homeowner's Association and carrying out the intents and purposes of the Declaration;

WHEREAS, pursuant to Paragraph 1.01 of the Declaration, the Property's Common Areas are designated on Exhibit "A" attached hereto;

WHEREAS, pursuant to Paragraph 1.10 of the Declaration, the Common Areas and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article Four hereof.

WHEREAS, pursuant to Paragraph 4.05 of the Declaration, the Declarant's Board of Directors are empowered to impose additional charges upon individuals actually using or benefiting from the use of Common Elements as the Board of Directors shall from time to time deem appropriate.

WHEREAS, pursuant to Paragraph 10.3 of the Declaration, the Association shall have, and is hereby granted, the power to adopt, amend, modify, otherwise alter and enforce additional rules and regulations bearing on the use and the manner of occupancy and maintenance of the Property, including either or both the Common Areas and Resident Units, or any part thereof, at any time and from time to time by action recommended by its Board of Directors, subject only to the limitations that such action bearing upon Residential Units shall be applied uniformly to all Residential Units, and that such action shall not cause the Property or any part thereof to be in non-compliance with any zoning ordinance or other applicable governmental law or regulation.

UNOFFICIAL COPY

WHEREAS, pursuant to the second Paragraph on the first page of the Declaration, individual dwelling units are to be called "Residential Units" sold to individual owners (the "Residential Owners") and that part of the Property (the Common Areas), being the property described and shown as Association Property in Exhibit "A" shall be held subject to the provisions of this Declaration and conveyed to a corporation described (the "Association"), for the benefit of the Residential Owners.

WHEREAS, pursuant to the last Paragraph on the first page of the Declaration, all reference to the "Common Areas" herein contained shall be deemed to refer to Association Property in Exhibit "A" and all references to herein contained residential Lots, shall be deemed as excluding said Association Property.

WHEREAS, pursuant to Paragraph 2.02 of the Declaration, from and after the completion of the construction of each respective Residential Unit and the delivery thereof to the initial Residential Owner thereof, there shall be no alteration, changes, additions or deletions to or from said Residential Unit of any nature which will, or may be, visible from the exterior of the Residential Unit or which will, or may, adversely affect any other Residential Unit, whether by impairment of strength of any party wall, increase of sound transmission between units or otherwise.

WHEREAS, pursuant to Paragraph 2.05 of the Declaration, no domestic or other animals of any kind shall be kept or maintained within any Residential Unit, except for such birds, dogs, cats, ornamental fish and other household pets as may be permitted by regulations adopted by the Association from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the keeping or maintenance of any or all such pets.

WHEREAS, pursuant to Paragraph 2.06 of the Declaration, laundry, bedding and the like shall not be hung out to dry in any position in which it is visible from the exterior of any Residential Unit. No bicycles, carriages or other articles shall be upon the Common Areas or without the Residential Units of the Owner thereof except when in use and except automobiles parked in areas designated therefor.

WHEREAS, pursuant to Paragraph 2.09 of the Declaration, the Residential Units and the use thereof shall be subject to such additional rules and regulations as shall be in force from time to time by reason of action taken by the Association pursuant to Article Four hereof, it being expressly agreed that, without limitation, the Association shall have powers to prescribe by such rule or regulation standards of upkeep and maintenance of the respective Residential Units.

WHEREAS, pursuant to Paragraph 3.03 of the Declaration, the purpose of the Association shall be to perform all the functions provided in this Declaration to be performed by the Association and the Association shall have and possess all such powers as shall be necessary or appropriate for the accomplishment thereof.

WHEREAS, pursuant to Paragraph 3.07 of the Declaration, except as expressly otherwise provided by the charter or by-laws of the Association or this Declaration, or as otherwise required by law, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board of Directors from time to time and its officers under the direction of said Board, and shall not be subject to any requirement or approval on part of its members. The corporate charter and by-laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

UNOFFICIAL COPY

WHEREAS, pursuant to Paragraph 3.10 of the Declaration, in addition to the funds obtained pursuant to Section 3.09 hereof, the Association shall receive and utilize for any proper purpose such additional contributions as may be made to it by the Residential Owners or others, whether as an initial contribution made in connection with a first sale of any Residential Unit to a Residential Owner or otherwise.

WHEREAS, pursuant to Paragraph 3.15 of the Declaration, the Association shall receive title to Common Areas as contemplated by Section 6.05 hereof, and shall hold and deal with the Common Areas and such other assets as it may receive from time to time, in accordance with the provisions of this declaration

WHEREAS, pursuant to Paragraph 9.01 of the Declaration, notwithstanding anything to the contrary in this Declaration contained, if the Association shall incur any cost or expense for or on account of any items of maintenance, repair or other matter directly or indirectly occasioned or made necessary by any wrongful or negligent act or omission of any Residential Owner or of any agent, employee or invitee of any Residential Owner, such cost or expense shall not be borne by the Association but shall be paid or reimbursed to the Association by such Owner forthwith upon the Association's demand.

WHEREAS, pursuant to Paragraph 10.4 of the Declaration, any additional rules or regulations adopted by the Association pursuant to the authority granted to it in Section 10.03 hereof and any amendment or modification of any such additional rules or regulations shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument, but not earlier than the date upon which such instrument shall be filed for record in the Office of the Record of Deeds of Cook County, Illinois, if such be elected, and otherwise shall be effective as to each Residential Owner not earlier than the date upon which a full, true and complete copy of such instrument shall be transmittal to him in the manner herein provided for the service of notice upon him.

WHEREAS, pursuant to Paragraph 10.5 of the Declaration, whenever the Association shall cause any instrument to be placed of record in order to render effective any action taken pursuant to Section 10.01 or 10.03 hereof, it shall be the duty of the Association to transmit a full, true and complete copy of such instrument to each then Residential Owner promptly; provided, however, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

WHEREAS, Paragraph 11.08 of the Declaration establishes the extent of the Residential Owners property to include with specificity, all exterior doors, frames, & hardware, complete window units, screens, overhead garage door including all tracks & hardware and the rear deck including its wooden steps and railing.

WHEREAS, pursuant to Chapter 19, HEALTH REGULATIONS, of the Village of Mt. Prospect code establishes in:

§ 19.304: DEPOSIT OF REFUSE AND WASTE PROHIBITED

It shall be unlawful for any person to deposit anywhere in the village any uncovered piles of animal excrement. In addition, it shall further be unlawful for any person to allow any animal owned or controlled by such person to deposit animal excrement in any place within this village without said person immediately removing such waste. All animal excrement left uncovered is in violation of the provisions of article II of this chapter for immediately disposing of the same are hereby declared to be a nuisance. (1957 Code, 19.305; amd. Ord. 3524, 5-21-1985

UNOFFICIAL COPY

§ 19.309: PROHIBITED ACTS

It shall be unlawful to commit or do any act which endangers the public health or results in annoyance or discomfort to the public. (1957 Code, 19.308)

§ 19.310: NUISANCES; ABATEMENT

It shall be unlawful for any person to permit or maintain the existence of any nuisance on any property under his, her, or its control. The chief of police and the environmental health coordinator are each hereby authorized to abate any such nuisance existing in the village, whether such nuisance is specifically recognized by ordinance or not. Where the village has abated the nuisance, the violator shall pay the cost of abatement and an administrative fee as set forth in appendix A, division II of this code. (Ord. 5339, 6-17-2003; amd. Ord. 5589, 9-19-2006) Nuisance abatement fee: Up to \$200.00:

§ 19.311: PENALTY

Any person violating any provision of this article shall be fined in the amount as set forth in appendix A, division III of this code. A separate offense shall be deemed committed on each and every day during or on which a violation occurs or is permitted to continue. (Ord. 5189, 5-15-2001)

Appendix A, Division III, Chapter 19, PENALTY (Health Code Violations): Fine of not less than \$500.00 nor more than \$1,500.00 for each offense.

WHEREAS, pursuant to Chapter 20, ANIMALS, of the Village of Mt. Prospect code establishes in:

§ 20.101: WORDS DEFINED

ANIMAL UNDER CONTROL: An animal: a) secured by a leash or tether; or b) within the house of its owner or another person with the consent of that person; or c) confined within a crate or cage; or d) confined within a vehicle; or e) within an area specifically approved by the animal control official as an animal exercise run.

BITE: Seizure with the teeth or jaws of an animal so that the skin of the seized person or animal has been pierced or broken. This also includes contact of the saliva of the biting animal with any break or abrasion of the skin of the person.

DANGEROUS ANIMAL: Any animal having been declared or designated as such in accordance with article IV of this chapter.

OWNER OF AN ANIMAL: For purposes of this chapter, any person who: a) has a right of property in the animal; or b) who keeps or harbors the animal; or c) has the animal in his or her care; or d) acts as its custodian; or e) knowingly permits an animal (including wildlife) to remain on or about any premises occupied by him or her.

SCRATCH: Any scraping with the claw or nail of any animal so that the skin of a person or animal being touched has been pierced or broken.

STRAY ANIMAL: Any animal that is not: a) under control of the owner by leash or tether; or b) supervised by the owner in a fenced yard; or c) kept within the property borders by electronic means; or d) kept in an area such as a kennel run. Keeping an animal from being a stray animal is not the same as "securely confined".

§ 20.202: STRAY ANIMALS PROHIBITED

It shall be unlawful for any person to permit any animal to stray or to run at large upon or in any public place.

UNOFFICIAL COPY

Any stray animal in the public way or within a public place or upon private premises of any person other than the owner may be immediately impounded by the village in accord with the impoundment procedures set forth in article III of this chapter.

§ 20.204: UNLAWFUL ACTIVITY WITH RESPECT TO ANIMALS

It shall be unlawful for any person to:

- A. Beat, cruelly treat, torment or otherwise abuse any animal.
- B. Abandon any domesticated animal.
- C. Fail to provide any animal in his or her charge or custody with proper food, water, air, and sanitary shelter. Such shelter must provide natural light or artificial illumination during reasonable hours. It must also provide protection from the weather and have sufficient space for the animal to stand in an upright position and lie down in such manner that no part of its body need touch the sides of the shelter structure.
- J. Harbor or keep any animal which disturbs the peace by loud noises at any time of the day or night.
- K. Allow an animal at any time to: 1) molest persons or vehicles by chasing, barking, or biting; 2) attack other animals; 3) damage property other than the owner's. This shall be an absolute liability prohibition. No proof of intent to permit or allow such activity shall be required.
- L. Cause or permit an animal to be on any property not owned or possessed by such person unless such person has in his or her immediate possession a receptacle for the [immediate] removal of the excrement.
- M. For any owner to fail to [immediately] remove excrement left by that person's dog or cat, to a proper receptacle located on property owned or possessed by such person.

§ 20.207: SALE OR POSSESSION OF CERTAIN ANIMALS OR NUMBER OF ANIMALS PROHIBITED:

A. No person shall:

2. Display, sell, offer for sale, barter or give away any chicks, ducklings or goslings as pets, except to persons who provide reasonable proof of proper brooder facilities.
3. Give away the animals set forth in subsections A1 and A2 of this section as novelties or prizes.
4. Keep, maintain and/or harbor any live swine, pigs, pigeons, geese, chickens, geese, ducks, fowl, poultry, horses or cattle within the corporate limits of the village, unless such keeping, maintenance and/or harboring is done pursuant to the business of providing veterinary or animal hospital services that are in compliance with village regulations.
5. Keep, harbor or possess more than three (3) dogs, cats or combination of dogs and cats that are more than twelve (12) weeks of age in any dwelling unit. For purposes of this section, the term "dwelling unit" shall include all real property attached to the mailing address for the dwelling unit.
6. Possess any snake, lizard, or other reptile whose species is physically capable of injuring a person by poison, constriction, or a disfiguring bite.
7. Possess any lion, tiger, cougar, panther, bobcat, mountain lion, lynx, ocelot, leopard, or any other similar feline animal; or any hybrid of any of them.
8. Possess any wolf, coyote, jackal, fox, wild dog, or any hybrid of any of them.
9. Possess any bear or bison.
10. Possess any rodent weighing more than one pound, with the exception of guinea pigs.
11. Possess any other animal which, when full grown, normally attains a weight in excess of two hundred (200) pounds.
12. Possess any monkey (except as a bona fide service animal or as authorized by the state of Illinois as a sanctioned pet), gorilla, chimpanzee, or other similar primate.
13. Possess any dangerous animal if the owner has been found guilty of violating article IV of this chapter with respect to that animal.

UNOFFICIAL COPY

Appendix A, Division III, Chapter 20, PENALTIES: First offense not less than \$100.00; second offense not less than \$200.00; third offense not less than \$500.00; subsequent offense not less than \$1,000.00.

WHEREAS, pursuant to Chapter 21, BUILDING CODE, of the Village of Mt. Prospect code establishes in:

§ IPMC 302.3: Sidewalks And Driveways. All sidewalks, walkways, stairs, driveways, parking spaces, parking space striping, curb stops and similar areas shall be kept in a proper state of repair, and maintained structurally free of hazardous conditions. As adopted by Village Code Section 21.603. Sidewalks are public right of ways and cannot be blocked by dogs or any item that does not allow for free access by the neighborhood. Poop should not be left on any surface at any time. Dogs should not be leashed so that they are in control of the sidewalk.

WHEREAS, pursuant to Chapter 23, OFFENSES AND MISCELLANEOUS REGULATIONS, of the Village of Mt. Prospect code establishes in:

§ 23.1401: DEFINITIONS: PROHIBITION:

A. Definitions:

NUISANCE: Any condition or use of any premises which is detrimental to the property of others, a threat to health or safety, or which causes or tends to cause substantial diminution in the value of other property. Nuisance shall also include all conditions set forth in section 23.1403 of this article, any other condition declared to be a nuisance in this code, and any condition declared to be a nuisance in 720 Illinois Compiled Statutes 5/47-5.

OWNER: Any and all owners of record, including the person or entity to whom the last tax bill was sent, any and all beneficial owners and any and all purchasers pursuant to articles of agreement or similar contract.

RESPONSIBLE PARTY: Includes owners, tenants, occupiers, property managers, and lessees.

§ 23.1403: ENUMERATION OF NUISANCES:

In addition to those actions which are elsewhere in this code declared to be and constitute a nuisance, it is a nuisance for any person within the territorial jurisdiction of the village to...

C. To own, keep or use any yard, pen, place or premises, in or upon which animals shall be confined or kept, so as to be offensive to those residing in the vicinity or cause annoyance to others.

E. To allow to collect, to stand or remain on any premises, water [animal urine] which is or which may become stagnant, foul or offensive, or detrimental to the health and comfort of persons residing in the neighborhood.

F. To use any premises to create an offensive smell which taints the air and renders it unwholesome or unreasonably disagreeable to other persons.

H. To produce or permit to be produced, in or upon any premises in the village, any offensive noise which disturbs the peace or quiet of the neighborhood or of any person residing in the vicinity of such premises. This shall include, but not be limited to, the restrictions and prohibitions found in the following sections...

J. To permit any animal to be or remain on the property of another person not the owner, when the owner of the other property has given notice that the animal is not permitted on the property.

§ 23.1404: ABATEMENT PROCEDURE:

An abatement action under this section is a remedy cumulative to other remedies at law and equity. Injunctive relief may be sought to prevent or restrain violations of this article. An abatement action in

UNOFFICIAL COPY

no way preempts, supersedes or bars civil or criminal prosecution for violation of this article or any other applicable building, fire prevention or public safety regulation. The commencement of an abatement action is not a condition precedent to the initiation of criminal prosecution or any other remedy. Failure to adhere to the procedure prescribed in this section shall not bar relief or remedy if such failure causes no prejudice and merely constitutes harmless error.

The following shall be the procedure for the abatement of a nuisance within the jurisdiction of the village:

A. Notice shall be given to the owner of the nuisance or the owner of the property on which the nuisance exists. For purposes of this section, the person to whom the last general tax bill on the property was sent shall be presumed to be the owner. Notice by regular mail and posting of notice on the front entrance to the structure or similar location shall be deemed sufficient, legal notice to the owner and all other responsible parties. If there is no structure on the property, a sign may be posted anywhere on the premises.

B. The notice shall state the location and nature of the nuisance. It shall inform the owner that if the nuisance is not abated within a specified number of days, the village will, at the expense of such owner, have such nuisance abated. Fourteen (14) days shall be such specified number unless otherwise stated in this code, or the public health and safety require a shorter abatement period. The obligations of the owner are continuing obligations which are effective for one year from the date of the notice, which date shall be the date the notice was mailed or the date the notice was posted, whichever comes last.

C. If upon the giving of notice, the owner fails to abate the nuisance within the time and in the manner specified in the notice, the village may cause the nuisance to be abated, as it deems appropriate. The cost of the abatement shall be assessed against the land upon which the nuisance is located.

D. If the nuisance is of such threat to the welfare and safety of the community that it must be abated immediately, the village manager, in his or her sole discretion, is authorized to take such steps as may be necessary to effect the abatement regardless of the requirements of this article:

E. All fees, costs, or charges assessed or incurred by the village shall be a lien upon the real property. The lien shall be superior to all subsequent liens and encumbrances. The director shall file a notice of lien within two (2) years after such cost and expense is incurred, which notice of lien shall be filed in the office of the Cook County recorder of deeds.

1. Upon payment of the cost and expense by the owner or responsible party after notice of lien has been filed, the village shall release the lien.

2. The lien may be enforced by proceedings to foreclose as in case of mortgages or mechanic's liens. (Ord. 5536, 1-17-2006)

§ 23.101: DISORDERLY CONDUCT:

A. It shall be unlawful for any person to disturb the peace and quiet of the Village or any portion thereof by disorderly conduct.

B. Disorderly conduct shall be committed by any person when he [or she] either:

1. Knowingly does any act in such unreasonable manner as to provoke, make, or aid in the making of, a breach of the peace;

Appendix A, Division III, Chapter 23, PENALTIES:

General Offenses: Fine: Not less than \$100.00 nor more than \$1,500.00 for each offense.

Public Nuisances: Fine: Not less than \$200.00 nor more than \$1,000.00 for each offense.

Maintaining a Public Nuisance: Fine: Not less than \$500.00.

WHEREAS, the Village of Mt. Prospects RESIDENTIAL PROPERTY MAINTENANCE GUIDE

establishes that "Maintained properties protect the community, preserve property values, and enhance the attractiveness of the neighborhood. To preserve the community's overall quality of life, Village

UNOFFICIAL COPY

officials routinely inspect for exterior code violations, which may be detrimental to the safety and quality of life enjoyed by the residents of Mount Prospect." And, "for more detailed information, please refer to the Village Code."

§ 3. Animals establishes:

- a) Animals are not permitted to run stray.
- b) Dogs must be leashed or enclosed by an adequate fence.
- c) Animals must not disturb the peace.
- d) When walking your dog you must carry a device at all times to remove defecation.
- e) You must remove and properly dispose of your dog's defecation.
- f) Your property must be kept clean of animal waste and sanitary.
- g) No more than a total of three dogs or cats are permitted per residence.
- h) Dogs and cats must wear collars with current proof of rabies vaccination tag.

§ 8. Sanitation establishes:

- i) Garbage, recycling, and yard material containers must be stored in the garage or behind the front of the house.

§ 12. Walkways and Driveways establishes:

- b) Sidewalks and patios must be maintained and not pose a hazard.

WHEREAS, the Village of Mt. Prospect's code violation notification letters establishes the specific Violation Code, Full Description, Comments, a reinspection date and cites the harsh deterrent warning "If the code violation(s) are not corrected by this date a ticket will be issued where you will be subject to an adjudication hearing which may result in a fine from \$50 - \$2500 per day for each violation.

NOW AND THEREFORE, the Association's Board of Directors desire to include the Village of Mt. Prospect's Codes in this instrument as a supplement to Orchard Field Townhome Association's Declaration to fill a gap, for the purpose of establishing OFTA dog ownership rules to avoid any future misunderstandings, and prevent any future disputes, as follows:

OFTA's Board of Directors volunteer to serve in the best interest of all Residential Unit owners to minimize OFTA's annual cost of administering OFTA business. In exchange, OFTA's Board of Directors expects its dog owner members not to cause any problems or unduly burden OFTA's Board of Directors and its officers with extra work, adjudicating problems, monitoring behavior, writing violations, collecting fines and additional accounting efforts.

A. Article One: Provisions relating to the Common Areas shall be expanded by adding a new Section 1.13 to clarify and govern the use of the Common Areas to park, or leave, a dog unattended. The following clarifications are necessary to establish acceptable and unacceptable conduct norms:

1.13 The use of the Common Areas, as more fully described in Exhibit A attached to the Declaration, are subject to the following regulations regarding their use:

1.13(a) Subject to the provisions of this Section 1.13 use of Common Area property, beyond the right of ingress and egress, to enjoy with a pet animal is limited to Residential Unit Owners, their guests and invitees;

UNOFFICIAL COPY

1.13(b) General Rule: Common Area property for the enjoyment of pet animals shall be used solely for walking dogs on a leash, under the owners control, at all times and in such manner as governed by all state, county and town laws.

1. APPROVED USE OF OFTA COMMON AREA PROPERTY:

- a. OFTA's responsible dog owners obey the Village of Mt. Prospect's dog ownership code as previously quoted herein.
- b. Dogs must be kept as household pets, on the dog owner's property, within the Residential Unit i.e. inside the home, inside the garage, on the rear deck, or concrete patio.
- c. Animals are not permitted to run stray.
- d. Dogs being walked on OFTA property must be on a leash, under the owners control at all times.
- e. As dogs are being walked the owners must carry plastic bags to pick up excrement.
- f. After the dog defecates, the feces must be picked up immediately.
- g. The dog's feces must be disposed of on the owner's property, not left outside the home in a container on OFTA's Common Area property.
- h. Failing to pick up the excrement immediately is a violation of Mt. Prospect's Code and OFTA rules.
- i. Owners must not allow their dogs to disturb the peace by barking.
- j. Pets must not be allowed to cause any problems for OFTA or their neighbors.
- k. When the need arises, responsible owners make arrangements with a kennel, a neighbor, a friend, or a family member to care for their pet.
- l. Limited use of a tethered leash is permitted in front of the townhome when the owner is occupied in an activity such as watering flowers or washing a car.
- m. However, the restrictions are, the owner must be present; the leash must be less than 6 feet in length, attached inside the overhead garage door on the wall opposite of the shared party wall separating Residential Units. And, the dog must go back inside with the owner when the owner cannot be present with the dog outside on OFTA Common Area property.

2. PROHIBITED USE OF OFTA COMMON AREA PROPERTY:

- a. Allowing an unattended dog to be parked on OFTA Common Area property, at any time, in front of a townhome tethered to a leash.
- b. OFTA Common Area property is all property outside the front door, overhead garage door and off the rear deck, or concrete patio.
- c. Using an outdoor leash and ground stake on OFTA Common Area property at any time in front of, or behind, a Residential Unit.
- d. Sections 2.02, 2.06, 2.07, & 2.09 of OFTA's Declaration clearly establish there shall be no articles of any kind, or any nature, put on, left on, or parked on OFTA Common Area, at any time, "visible from the exterior of any Residential Unit" the sidewalk, or the street.
- e. Enjoying a leisure life style of convenience whereby a dog is let out of the house on a long leash by simply opening the front door, anytime of the day or night, to enable the dog to relieve itself without being walked, in front of the Residential Owner's townhome on OFTA Common Area property.
- f. Failing to pick up the dogs excrement immediately.
- g. Failing to dispose of the dog feces in a container on the owner's property.
- h. Allowing a dog to disturb the peace by excessive barking outdoors, especially in front of the home.
- i. Violation penalty and fine amounts appear on the attached OFTA Exhibit B.

UNOFFICIAL COPY

3. ADDITIONAL COMMON AREA PROPERTY USE, OPTION:

- a. Subject to obtaining approval from OFTA's Board of Directors a Residential owner may, for a monthly \$150.00 fee payable to the Association, use the Common Area property located beyond the rear deck behind the Residential Owners townhome to:
 1. Park a dog on a leash unattended,
 2. Park a dog unattended within an invisible fence provided by the dog owner,
 3. Enjoy a long leash, easy out, easy in, through the back door life style that permits the dog to defecate and urinate unattended on OFTA Common Area property beyond the rear deck so the feces can be picked up daily at a convenient time in lieu of immediately.
- b. Privacy fence screens exist between townhome decks behind the buildings to create discrete outdoor living spaces. The barriers provide at least some sound attenuation benefit that helps reduce the intensity of sound transmitted between decks.
 1. Consequently, unattended dogs must be kept behind the townhome so barking noise is directed away from OFTA property and into obstruction surfaces that block and absorb sound, as a courtesy to every OFTA neighbor with a preference for peace and quite in lieu of hearing the disturbing noise of a barking dog.
- c. No such privacy fence screens exist between townhome units in front of the buildings since they would diminish, not enhance, the aesthetic appearance of our street and the buildings.
 1. Consequently, unattended dogs are not permitted in front of the townhomes where unattenuated barking noise is projected directly across our street and into the homes of other OFTA neighbors who may have a preference for peace and quite in lieu of hearing the disturbing noise from a barking dog they do not own or control.
 2. Regrettably, the sharp unpleasant barking noise is not completely blocked but passes through the exterior walls of our homes. So, it is the responsibility of the dog owner to be respectful of others.
- d. The terms of Common Area property unattended dog use requires the Residential Owner to provide an Umbrella insurance policy that hold OFTA harmless, and names OFTA, all its Officers, and Directors as additional insured's against any and all liability what so ever in the event their unattended animal causes an injury.
- e. The monthly \$150.00 fee payable to the Association, does not absolve the dog owner from the obligation to pick up excrement daily, not cause any interference that disrupts the landscape crew's work, and the agreement to reimburse OFTA for the expense required to restore all lawn and landscape damage, from time-to time, as OFTA deems it necessary.

1.13(c) Any Residential Unit and its owner assessed hereunder shall pay any charges imposed within 30 days of notification that such charges are due. Failure to make payment on time shall subject the Residential Unit and its owner to all legal or equitable remedies necessary for the collection thereof, including without limitation reasonable attorney fees. All charges imposed hereunder, including late charges and reasonable attorney's fees, shall be added to the resident's account, shall become a special assessment against the Residential Unit, and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Residential Unit.

UNOFFICIAL COPY

1.13(d) All notices and registrations hereunder to be made to the Association shall be made by personal delivery to any of the members of the Board of Director or via email designated by the Board of Directors.

1.13(e) Conditions Warranting charges being imposed are violations of Mt. Prospect's code.

1.13(f) The Village of Mt. Prospect delegated enforcement of it's dog ownership code to pet OFTA. OFTA's fine amounts are scheduled on the attached copy of Exhibit B.

1.13(g) The Board of Directors can establish additional rules and procedures to give effect to the spirit and intent of this Section 1.13;

B. Except as expressly set forth herein, the Declaration shall remain in full force and effect.

THEREFORE, THE AFOREMENTIONED INSTRUMENT IS NOW PART OF THE DECLARATION.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

Legal Descriptions for Units on Lot 1

Legals given from ^{East} ~~Unit~~ Unit to ^{West} ~~Unit~~ Unit

That part of Lot 1 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, described as lying Easterly of a line drawn from a point in the North line of said Lot 1, said point being 93.46 feet Easterly of the Northwest corner thereof to a point in the South line of said Lot 1, said point being 92.91 feet Easterly of the Southwest corner thereof, in Cook County, Illinois.

That part of Lot 1 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, described as lying Westerly of a line drawn from a point in the North line of said Lot 1, said point being 93.46 feet Easterly of the Northwest corner of said Lot 1 to a point in the South line of said Lot 1, said point being 92.91 feet Easterly of the Southwest corner of said Lot 1, and which lies Easterly of a line drawn from a point in the North line of said Lot 1, said point being 66.96 feet Easterly of the Northwest corner thereof to a point in the South line of said lot 1, said point being 66.41 feet Easterly of the Southwest corner thereof, in Cook County, Illinois.

That part of Lot 1 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of Part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, described as lying Westerly of a line drawn from a point in the North line of said Lot 1, said Point being 66.96 feet Easterly of the Northwest corner of said Lot 1 to a point in the South line of said Lot 1, said point being 66.41 feet Easterly of the Southwest corner of said Lot 1 and which lies Easterly of a line drawn from a point in the North line of said Lot 1, said point being 40.45 feet East of the Northwest corner thereof to a point in the South line of said Lot 1, said point being 40.20 feet East of the Southwest corner thereof, in Cook County, Illinois.

That part of Lot 1 in Plat of Correction or Orchard Field Townhomes Subdivision, being Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, described as lying Westerly of line drawn from a

UNOFFICIAL COPY

point in the North line of said Lot 1, said point being 40.45 feet Easterly of the Northwest corner of said Lot 1 to a point in the South line of said Lot 1, said point being 40.20 feet Easterly of the Southwest corner of said Lot 1, in Cook County, Illinois.

Legal Description for Units on Lot 2 - Legals given from West Unit to East Unit

The Westerly 40.25 feet of Lot 2 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of the Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook county, Illinois.

The Easterly 26.50 feet of the Westerly 66.75 feet of Lot 1 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 26.50 feet of the Westerly 93.25 feet of Lot 2 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 40.25 feet of Lot 1 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Legal Descriptions for Units on Lot 3

Legals given from West Unit to East Unit

The Westerly 40.25 feet of Lot 3 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 26.50 feet of the Westerly 66.75 feet of Lot 3 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 26.50 feet of the Westerly 93.25 feet of Lot 3 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of

UNOFFICIAL COPY

part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 26.50 feet of the Westerly 119.75 feet of Lot 3 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 26.50 feet of the Westerly 146.25 feet of Lot 3 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 40.25 feet of Lot 3 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Legal Descriptions for Units on Lot 4

Legals given from West Unit to East Unit

The Westerly 40.25 feet of Lot 4 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 40.25 feet of Lot 4 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Legal Descriptions for Units on Lot 5

Legals given from West Unit to East Unit

The Westerly 40.25 feet of Lot 5 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

UNOFFICIAL COPY

The Easterly 26.50 feet of the Westerly 66.75 feet of Lot 5 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 26.50 feet of the Westerly 93.25 feet of Lot 5 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 26.50 feet of the Westerly 119.75 feet of Lot 5 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 26.50 feet of the Westerly 146.25 feet of Lot 5 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

The Easterly 40.25 feet of Lot 5 in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Common Area (Association Property) Outlot A in Plat of Correction of Orchard Field Townhomes Subdivision, being a Subdivision of part of the Southeast Quarter of the Northeast Quarter of Section 34, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

UNOFFICIAL COPY

PINS AFFECTED:

03-34-207-071-0000

03-34-207-072-0000

03-34-207-073-0000

03-34-207-074-0000

03-34-207-075-0000

03-34-207-076-0000

03-34-207-077-0000

03-34-207-079-0000

03-34-207-080-0000

03-34-207-081-0000

03-34-207-082-0000

03-34-207-083-0000

03-34-207-084-0000

03-34-207-085-0000

03-34-207-085-0000

03-34-207-086-0000

03-34-207-087-0000

03-34-207-088-0000

03-34-207-089-0000

03-34-207-090-0000

03-34-207-091-0000

03-34-207-092-0000

03-34-207-093-0000

03-34-207-094-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT B

The Village of Mt. Prospects Animal Code is consistent with the Association Townhome Dog Ownership Rules

Disorderly Conduct (Mt. Prospect's definition): is committed by a person knowingly or unreasonably doing an act to provoke, make, or aid in the making of, a breach of the peace.

Wrongful Conduct definition: An act that unjustly infringes on another's right to enjoy life free of irritating annoyances.

Wrongful definition: Characterized by unfairness or injustice. Contrary to law; unlawful.

Mt. Prospect's Chapter, 19, 20, 21 & 23 Code Violation fine amounts are not less than \$100 - \$2500 per day, for each violation.

Disregarding a townhome neighbors Code/Rule compliance request, is deemed to be a deliberate wrongful act.

Disregarding a Village Code violation notice is also deemed to be a deliberate wrongful act of disobedience.

OFTA fines are in addition to any and all Village of Mt. Prospect fines.

Like the Village, OFTA has a Zero Tolerance policy i.e. No Excuses for Failure to follow the Rules are accepted.

All fines collected are received as contributions to OFTA's reserve fund in accordance with Declaration Sections, 3.10, 3.13, & 4.05

Rules 1 & 2 are the Golden Rules of Common Courtesy... Love thy Neighbor... and, Do unto Others...

Rule 3, you must maintain control of your dog at all times outside the home, on a leash, by your side, and minimize barking.

Rule 4, As an attached townhome owner, with a shared driveway, OFTA expects you to get along with your neighbor.

Rule 5, you must pick up excrement immediately, and follow all other Village Code requirements.

Failure to...	Fine Amount
1 Keep a dog off OFTA property after receiving notice an unattended dog is not permitted on OFTA property.	\$250.00
2 Comply with a Village of Mt. Prospect code violation notice.	\$250.00
3 Respect your townhome neighbors right to enjoy life free of objectionable dog violation nuisances	\$250.00
4 Remove a ground stake from OFTA property, as directed. Or using a stake without obtaining OFTA's approval.	\$150.00
5 Remove a outdoor dog leash from OFTA property, as directed. Or using a leash without OFTA's approval.	\$150.00
6 Remove a dedicated dog excrement container from OFTA property. Or using a container without approval.	\$150.00
7 Keep your unattended dog in the home, leashed in the garage, or leashed on the rear deck.	\$150.00
8 Prevent your dog from disturbing the peace by making loud noises barking at any time of the day or night.	\$150.00
9 Prevent your dog from molesting persons, other dogs, or vehicles by, lunging, chasing and jumping, etc.	\$150.00
10 Walk your dog on a leash, at your side, under your control at all times.	\$150.00
11 Carry a plastic bag at all times, to remove excrement immediately, when walking your dog on a leash.	\$150.00
12 Pick up your dogs excrement immediately. 1st offense \$100, 2nd, \$200, 3rd \$500, 4th not less than \$1,000	\$250.00
13 Properly dispose of your dogs excrement in a covered receptacle/container.	\$250.00
14 Keep your dogs excrement receptacle/container inside your garage or on the deck behind your townhome.	\$150.00
15 Keep property under your control clean of your dogs waste and sanitary.	\$150.00
16 Keep OFTA property clean of your dogs waste and sanitary.	\$150.00
17 Prevent your dog from running stray.	\$50.00
18 Keep your unattended dog from blocking a sidewalk, path or common driveway.	\$150.00
19 Keep your dog from attacking and biting a person or other animal.	\$1,000.00
20 Prevent your dog from committing any act that causes an annoyance to the public.	\$150.00
21 Prevent any condition, or use any premises, which is detrimental to the property of others.	\$150.00
22 Prevent any condition which diminishes the aesthetic value of OFTA property.	\$150.00
23 Maintain any place where your dog is confined or kept to prevent offending or annoying others.	\$150.00
24 Prevent accumulation of urine which may become offensive smelling, or detrimental to the health of others.	\$150.00
25 Prevent other offensive smells which taints the air and renders it disagreeable to other persons.	\$150.00
26 Prevent offensive noise which disturbs the peace or quiet of any person residing in the vicinity.	\$150.00
27 Pay assessed fines when due shall bear an interest charge at the rate of 10.5% per annum, plus...	10%
28 Reimbursing OFTA for all other costs and expenses incurred by OFTA in collecting fines. (to be determined)	TBD

UNOFFICIAL COPY

AFFIDAVIT

City of Chicago)

)ss

County of Cook)

I, LES SANTELER being first duly sworn on oath, do hereby state that:

1. I am duly elected and qualified acting President of the Orchard Field Townhome Association NFP.
2. On the 4th day of August, 2019 a resolution setting forth the Second Amendment herein was duly recommended by the Board of Directors and was adopted unanimously by the Board of Directors in accordance with Section 10.03 of Orchard Field Townhome Declaration recorded with the Recorder of Deeds of Cook County, Illinois on April 8, 1991 as Document No. 91157145.

Les Santeler President
Orchard Field Townhome Association NFP

Signed and sworn before me this 9th day of January 2020

[Signature]
Notary

