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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 12/21/2020 12:12 PM PG: 1 OF 58

THIS DOCUMENT HAS BEEN PREPARED BY, AND AFTER RECORDATION SHOULD BE RETURNED TO:

Kovitz Shifrin Nesbit
175 N. Archer Ave.
Mundelein, IL. 60060
Attn.: David M. Bendoff, Esq.

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR
WILLOW COURT TOWNHOMES

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for (hereafter the "Declaration") for Willow Court Townhomes incorporated as the Willow Court Homeowners Association (hereafter the "Association") was recorded on October 7, 1998 as Document No. 98001388 in the Office of the Recorder of Deeds of Cook County, Illinois against the Property legally described in Exhibit "1" attached hereto, and the Property is subject to the provisions of the Illinois Common Interest Community Association Act ("Act"); and

WHEREAS, Section 1-60 of Act, 765 ILCS 160/1-1, et seq., provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration/By-Laws. This section of the Act provides that, if a provision of the Declaration/By-Laws does not conform to the Act or to another applicable law because of an error, omission, or inconsistency in the Declaration/By-Laws of the Association, the Association may correct the error, omission, or inconsistency to conform the community instruments to the Act or to another applicable law by an amendment adopted by vote of two-thirds (2/3) of the Board of Directors, without a membership vote. A provision in the Declaration/By-Laws requiring members of record to vote to approve an amendment to the Declaration/By-Laws, or for the members of record to be given notice of an amendment to the Declaration/By-Laws, does not apply to an amendment that corrects an omission, error, or inconsistency to conform the Declaration/By-Laws to the Act or to another applicable law.

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict or does not include; and

WHEREAS, because of this conflict between the language of the Declaration and the Act, there is the likelihood that confusion, improper, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Directors of the Association.

RECORDING FEE 161.00
DATE 12-10-2020 COPIES 6X
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WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Declaration and the Section 1-60 of the Act amendments into one document (hereafter referred to as the "Amended And Restated Declaration"); and

WHEREAS, the Amended And Restated Declaration truly and accurately reflects the Declaration as amended, and the Board desires to record the Amended And Restated Declaration in order to memorialize all of the foregoing action; and

WHEREAS, this amendment to the Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of the Association at a duly called meeting held March 2, 2020; and

WHEREAS, the requisite number of members of the Association failed to submit a written petition to the Board of Directors within thirty (30) days of the Board of Directors' action, as provided by Section 1-60(c) of the Act;

NOW THEREFORE, in furtherance of the foregoing recitals, the Declaration of Covenants, Conditions, Restrictions and Easements for Willow Court Townhomes is hereby amended and restated in accordance with the following.

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BOARD MEMBER SIGNATURE PAGE

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Willow Court Homeowners Association, an Illinois Common Interest Community Association established by the aforesaid Declaration, established by the aforesaid Declaration of Covenants, Conditions, Restrictions and Easements for Willow Court Townhomes. By our signatures below, we hereby approve of and consent to the amendment to the Declaration pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Directors of Willow Court Homeowners Association held on March 2, 2020.

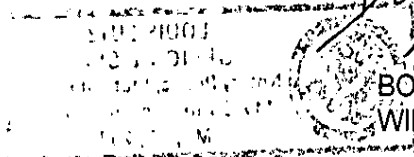

_____, President


_____, Secretary


_____, Treasurer


_____, Director


_____, Director



BOARD OF DIRECTORS OF
WILLOW COURT HOMEOWNERS ASSOCIATION

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AFFIDAVIT OF SECRETARY

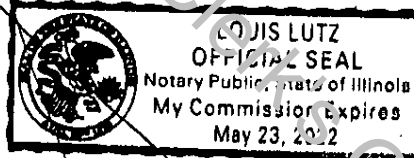
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Edward Lutz, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Willow Court Homeowners Association, an Illinois Common Interest Community Association established by the aforesaid Declaration, and keeper of the books and records of said Association. I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Directors of said Association, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on March 2, 2020, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the members of the Association did not file a petition with the Board, pursuant to the requirements of Section 1-60(c) of the Illinois Common Interest Community Association Act, objecting to the adoption of this Amendment to the Declaration.



Secretary of the Willow Court Homeowners Association

SUBSCRIBED AND SWORN to
before me this 12th day
of October, 2020


Notary Public

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AFFIDAVIT OF SECRETARY

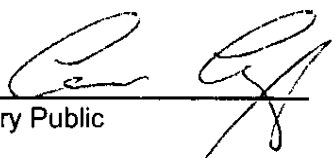
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Edward Lutz, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Willow Court Homeowners Association, an Illinois Common Interest Community Association established by the aforesaid Declaration, and keeper of the books and records of said Association. I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Directors of said Association, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on March 2, 2020 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the members of the Association did not file a petition with the Board, pursuant to the requirements of Section 1-60(c) of the Illinois Common Interest Community Association Act, objecting to the adoption of this Amendment to the Declaration.

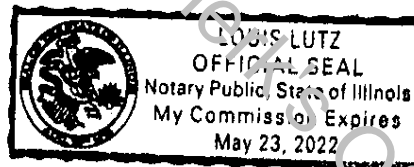


Secretary of the Willow Court Homeowners Association

SUBSCRIBED AND SWORN to
before me this 12th day
of October, 2020



Notary Public



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PRESIDENT'S SIGNATURE PAGE

I Tricia Hampe, am the President of the Board of Directors of Willow Court Homeowners Association, an Illinois Common Interest Community Association established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing amendment to the Declaration pursuant to Section 1-20(b) of the Illinois Common Interest Community Association Act.

EXECUTED this 2 day of March, 2020.

BY:

Tricia Hampe
President

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COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

EXHIBIT 1
LEGAL DESCRIPTION

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

Commonly Known As: 1755 North Hoyne
Chicago, Illinois 60647

Permanent Index Number: _____
through and including: _____

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WILLOW COURT TOWNHOMES

THIS IS AN AMENDMENT TO AND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WILLOW COURT TOWNHOMES made as of the 22nd day of September, 1999 by SMITHFIELD PROPERTIES II, L.L.C. (hereinafter referred to as the "Declarant"), as owner of the real property located in Chicago, Illinois and described in this Declaration.

WITNESSETH

WHEREAS, Declarant is the record owner of the real property subject to this Declaration (hereinafter known as the "Property") which is legally described in Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, Declarant (as hereinafter defined) desires to subject the Property to the covenants, conditions, restrictions and easements hereinafter set forth for the benefit of each present and future owner thereof during the term of this Declaration; and

WHEREAS, the Property is being developed as a residential townhouse development, and this Declaration is for the benefit of said Property and for any and all subsequent owners thereof, and shall inure to the benefit of and pass with said Property and each portion thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW, THEREFORE, the parties hereto hereby declare that the Property is and shall be held, transferred, sold and occupied subject to the covenants and restrictions hereinafter set forth.

ARTICLE ONE

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

1.01 Architectural Control Committee. A committee of not fewer than three (3) nor more than five (5) Owners, formed for the purposes hereinafter set forth in Article Seven.

1.02 Association. Willow Court Homeowners Association, an Illinois not-for-profit corporation, and its successors and assigns.

1.03 Board. The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions hereof.

1.04 By-Laws. The By-Laws of the Association, as they may be amended from time to time, which are contained in Article Five hereof.

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1.05 Common Area. That portion of the Property intended to be devoted to the common use and enjoyment of the Owners and other parties described herein, including, without limitation, the Common Walkway Area.

1.06 Common Walkway Area. That portion of the Common Area legally described in Exhibit "B" attached hereto, which shall contain a walkway, easements for ingress and egress, utility easements, and trees and other landscaping.

1.07 Deed. Each deed conveying a Townhouse to an Owner.

1.08 Developer. Smithfield Properties II L.L.C., an Illinois limited liability company.

1.09 Improvements. The Townhouses constructed on the Property.

1.10 Willow Court Townhomes. The townhouse development constructed on the Property which is subject to this Declaration.

1.11 Occupant. Any person legally entitled to occupy and use any part or portion of a Townhouse.

1.12 Owner or Property Owner. The record owner other than the Developer, whether one or more persons or entities, of a fee simple title in any Townhouse.

1.13 Person. A natural person, firm, corporation, partnership, trustee or any legal entity, public or private.

1.14 Property. The real property commonly known as 1775 North Hoyne Avenue, Chicago, Illinois and legally described in Exhibit "A" attached hereto.

1.15 Townhouse or Townhome. A residential attached single-family unit located on the Property designed and intended for independent residential use and such other uses permitted hereunder. Each Townhouse shall consist of a residential housing unit designed or intended for use as living quarters for a single family as constructed by Developer and the land on which such unit is located.

1.16 Acceptable Technological Means. Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

1.17 Community Instruments. All documents and authorized amendments thereto recorded by a developer or common interest community association, including, but not limited to, the Declaration, By-Laws, plat of survey, and rules and regulations.

1.18 Electronic Transmission. Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and

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reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

1.19 Prescribed Delivery Method. The mailing, delivering, posting in an Association publication that is routinely mailed to all Members, electronic transmission, or any other delivery method that is approved in writing by the Member and authorized by the community instruments.

1.20 Management Company or Community Association Manager. A person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for an association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act.

ARTICLE TWO

SCOPE OF DECLARATION AND CERTAIN PROPERTY RIGHTS

2.01 Property Subject to Declaration. Declarant, as the owner of fee simple title to the Property, expressly intends to and, by recording this Declaration, does hereby subject and submit the Property to the provisions of this Declaration.

2.02 Conveyances Subject to Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in a Townhouse, and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instruments to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 Developer's Reserved Rights. Notwithstanding any provision herein to the contrary, until such time as Developer is no longer vested with or controls title to a Townhouse in Willow Court Townhomes: (a) Developer and its agents shall have the right to place and maintain on the Property model Townhomes, sales offices, advertising signs, parking spaces and lighting in connection therewith, at such locations and in such forms as Developer may determine, in its discretion, to be used by Developer in connection with the promotion, sale, or lease of the Townhomes or of Improvements constructed or to be constructed on any part of the Property; and (b) Developer, its agents and contractors shall have the right to enter upon the Property for the purpose of completing construction of Improvements thereto and in connection

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therewith may store construction equipment and materials in appropriate areas in Townhomes owned by Developer without payment of any fee or charge whatsoever.

2.04 Separate Mortgages. Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Townhouse. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting any other part of the Property.

2.05 Separate Real Estate Taxes. Real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Townhouse.

ARTICLE THREE

EASEMENTS

3.01 Easement for Encroachments. In the event that, by reason of construction, settlement or shifting any Townhome which is not owned by the Owner of said Townhome so encroaching, or said encroachment occurs upon any portion of the Common Area, or if by reason of the design or construction thereof, any pipes, conduits, ducts or other utility facilities serving more than one Townhome encroach or shall hereinafter encroach upon any part of any Townhome or, if by reason of the design or the construction of any Townhome it shall be necessary or advantageous for any Owner to occupy or use any portion of the Common Area for any reasonable use appurtenant to said Townhome, including, without limitation, the stairways adjacent to each Townhome in the Development, valid easements for the maintenance of such encroachment and for such use of the Common Area are hereby established and shall exist for the benefit of the Owner of the Townhome so encroaching, provided, however, that in no event shall a valid easement for any encroachment or use of the Common Area 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 or Common Area burdened thereby or, with the exception of stairways or said utility facilities, such encroachment results from the willful conduct of the Owner of the Townhome so encroaching.

3.02 Utility Easements. The City of Chicago, Illinois Bell Telephone Company, Peoples Gas, Light and Coke Company, Commonwealth Edison Company, all other public utilities serving the Property (including any utility company providing cable, microwave or other satellite television service) and their respective successors and assigns are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, sanitary and storm sewers and services, drainage ways and sewages, ducts, wires, street lights and other equipment into and through the Common Area or other areas of the Property designated on the grant of easement made pursuant to this Declaration for the purpose of providing the Townhomes with such utilities. Obstructions shall not be placed over the facilities of any utility company without the prior written consent of said company. After installation of the facilities,

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the grade or surface of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance of the facilities.

3.03 Access Easements. Each Owner of a Townhome is hereby granted a perpetual non-exclusive easement for pedestrian access, ingress and egress over and across the Common Walkway Area. The easements hereinabove granted in this Section 3.03 shall benefit the Owners and other Occupants, from time to time, of the Townhomes and their respective guests and invitees. The Association, through its Board, shall have the right to establish, and thereafter amend and modify, rules and regulations in respect to the exercise of the easement rights granted herein by the persons benefited thereby.

3.04 City of Chicago Easement. A perpetual non-exclusive easement for ingress and egress over the Common Walkway Area is granted the City, its employees and agents for purposes of providing the Owners and the Property with public services as shall be provided by the City of Chicago from time to time to the Owners.

3.05 Relocation. At the request of the Declarant or the then owner or owners of the Property, the utility company shall relocate its facilities at the sole cost and expense of the party requesting such relocation.

3.06 General Provisions. All easements described in this Declaration are perpetual nonexclusive easements appurtenant running with the land. They shall at all times inure to the benefit of and be binding on the Declarant, the Developer, the Owners, the entities referenced herein and the mortgagees from time to time of any Townhome and their respective heirs, administrators, executors, personal representatives, successors and assigns.

ARTICLE FOUR

USE OCCUPANCY AND MAINTENANCE OF THE PROPERTY

4.01 Maintenance Repair and Replacement of Townhouses. Each Owner shall furnish and be responsible, at his own expense, for all of the maintenance, snow and ice removal, repairs and replacements for his Townhouse and shall keep his Townhouse in good condition and repair. This obligation shall include the maintenance, repairs and replacements of all exterior surfaces of a Townhouse, including windows, doors, exterior walls, chimneys, walks, driveways, decks and any other improvements located on the Townhouse owned by an Owner. In the event any Townhouse is damaged or destroyed, the Owner shall replace, repair and/or restore the Townhouse to substantially the same condition and appearance as existed prior to such damage or destruction.

4.02 Party Walls and Shared Facilities. To the extent not inconsistent with the provisions of this Section 4.02, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply to all party walls and

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other shared facilities such as roofs. The cost of reasonable repair and maintenance of a party wall or shared facility shall be shared by the Owners who make use of the party wall or shared facility in proportion to such use. If a party wall or shared facility is destroyed or damaged by fire or other casualty, any Owner who has used the party wall or shared facility may restore it, and if the other Owner thereafter makes use of the party wall or shared facility, the other Owner shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of the Owner who restores such party wall or shared facility to call for a larger contribution from the other Owner under any rule of law regarding liability for negligent or willful acts or omissions. An Owner who, by his negligent or willful act, causes any party wall to be exposed to the elements, or any roof or ancillary structure to be damaged shall bear the entire cost of repair and restoration and of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under this Section 4.02 shall be appurtenant to and run with the Townhouse owned by the Owner entitled to contribution and shall pass to the successors in title of such Owner entitled to such contribution.

4.03 Roofs. The roofs on the Townhouses shall be maintained and repaired by individual Owners. If, in the opinion of the Architectural Control Committee, it becomes necessary to replace the roofs (other than as a result of damage or destruction from a casualty or similar occurrence), then the Association shall be responsible for such replacement. The Association shall, upon an appropriate vote of the Board, levy such special assessments or allocate capital reserves for the purpose of such roof replacement.

4.04 Architectural Control. From and after the construction by Developer of any Townhouse or other Improvements, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration to the exterior of a Townhouse be made (including, but not limited to, change of color, patios, windows, doors, storm doors and screens), until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer. Notwithstanding the foregoing, no chain link fence of any kind shall be installed, erected or maintained upon the Property. In the event the Developer fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Section will be deemed to have been fully complied with. All such plans shall be submitted to the Developer prior to submitting same to the City of Chicago, if applicable.

4.05 Extinguishment of Rights. The rights set forth in Section 4.04 shall vest solely in the Developer until such time as (i) the Developer voluntarily relinquishes such rights in favor of the Architectural Control Committee; or (ii) all Townhouses have been deeded to Owners other than the Developer, whichever event shall first occur. After the Developer no longer has such right, the powers and authority granted in Article Four shall vest in the Architectural Review Committee.

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4.06 Residential Use Only. Townhouses shall be used only as a residence and no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Property; provided, however, that no Owner shall be precluded, with respect to his Townhouse from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

4.07 Decorating. Each Owner shall furnish and be responsible for, at his own expense, all of the decorating of the exterior (subject to the approvals required by Section 4.04) and interior of his own Townhouse from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating, and shall be responsible for doing all such work in accordance with all applicable codes, laws and regulations.

4.08 No Signs. Owners shall not cause or permit anything to be placed on the outside walls of a Townhouse and no sign, awning, canopy, shutter or antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Developer or the Architectural Review Committee, as applicable.

4.09 Pets. No animals of any kind shall be raised, bred, or kept in any Townhouse, except that dogs, cats, or other household pets may be kept in Townhouses, provided they are not kept, bred or maintained for any commercial purpose and provided such pets shall not be permitted to disturb the peaceful use and enjoyment of other Townhomes by Owners and Occupants in the development.

4.10 Proscribed Activities. No illegal, noxious or offensive activity shall be carried on in any Townhomes nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

4.11 No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Property. The Townhomes shall be kept free and clean of rubbish, debris, and other unsightly material. No temporary building, trailer, garage or building in the course of construction or other temporary structure situated on the Property shall be used, temporarily or permanently, as a residence.

4.12 Operation of Equipment. No Owner shall overload the electrical wiring in any Townhomes or operate any machines, appliances, accessories or equipment in such manner as to cause an unreasonable disturbance to others.

4.13 Trash. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate, except building materials during the course of construction of any approved structure, on the Property. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property.

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4.14 Pipes. No water pipes, sewer pipes or drainage pipes shall be installed or maintained on the Property above the surface of the ground, except hoses and moveable pipes used for irrigation purposes and sump pump discharges.

4.15 Flagpoles. No flagpoles shall be installed upon any portion of any Townhome. Notwithstanding the foregoing provision in the Declaration, or in any rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas (if any) and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas (if any) and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this provision:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

4.16 Recreational Vehicles. No trailers, boats, motor homes or other recreational vehicles shall be placed or parked upon any portion of any Townhouse. No commercial vehicles shall be permitted unless they may be and are parked in the garage of the townhouse.

4.17 Advertising by Owner. No sign or other advertising device of any nature shall be placed upon any Townhouse except name and address plates or address plates, none of which shall exceed 120 square inches, without the prior written consent of the Developer or the Architectural Review Committee. The Developer may establish other criteria with respect to form and location of such signs. Notwithstanding the foregoing, the Developer reserves the right to erect such signs, whose size and design shall not be subject to the foregoing restrictions, as it

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may deem necessary on Townhouses until all Townhouses proposed to be built on the Property are sold by the Developer.

4.18 Drainage. No person shall obstruct, alter or in any way modify the established drainage pattern from on or over a Townhome, nor shall any person obstruct, alter or in any way modify any drainage devices and/or facilities now installed or to be installed by Developer. Developer reserves the right, but not the obligation, to enter upon any Townhouse to correct, as it may deem necessary, any drainage condition.

4.19 Parking Restrictions. No Owner shall permit vehicles to be parked in a manner which blocks or impedes pedestrian traffic along the sidewalk area fronting on Hoyne Avenue or Willow Street. The Board is hereby granted authority to employ a towing company to remove vehicles violating the foregoing parking restriction at the expense of the Owner of the Townhome violating the parking restriction.

4.20 Leases. The provisions of the Common Interest Community Association Act, the Declaration, By-Laws, other community instruments, and rules and regulations that relate to the use of an individual Unit or the Common Areas shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

ARTICLE FIVE

ADMINISTRATION

5.01 Association. The Association has been, or will be formed as an Illinois not-for-profit corporation under the General Not-For-Profit Corporation Act of the State of Illinois having the name "Willow Court Homeowners Association" (or one similar thereto) and shall, to the extent hereafter provided and subject to the limitations hereafter contained, be the governing body of the use, maintenance and repair of the Common Area. The Association shall not be deemed to be conducting a business of any kind, and all funds received by it shall be held and applied by it in trust for the use and benefit of Owners in accordance with the provisions of this Declaration.

5.02 Membership. Every Owner of a Townhome shall be a member of the Association and such membership shall automatically terminate when he or she ceases to be an Owner. Membership is appurtenant to and shall not be separated from ownership of a Townhome. Each Owner by acceptance of a deed or other conveyance of a Townhome thereby becomes a member, whether or not this declaration of such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. Continuing membership in the Association shall be compulsory and no Owner of any interest in a Townhome shall have any right or power to disclaim, terminate, or withdraw from his or her membership in the Association or any of the

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obligations as such member, any such purported disclaimer, termination or withdrawal being null and void. There shall be one person with respect to every Townhome who shall be entitled to vote at any meeting of the Members. Such person shall be known as a "voting member", such voting member may be the Owner or one of the group comprising Owner of a Townhome or may be some person designated by such Owner to act as proxy on his or her behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by notice to the Board by the Owner.

5.03 Voting Rights. The Association shall have two classes of voting members:

Class A: Class A voting members shall be all Owners with the exception of the Developer and each class A voting member shall be entitled to one vote for each Townhome owned by him or her;

Class B: The Class B voting member shall be the Developer who shall at any given time be entitled to three (3) times the number of votes to which the Class A voting members shall be entitled at such time. The Developer shall cease to be a Class B voting member and shall become a Class A voting member upon the first to occur of any of the following dates:

(a) The date upon which the Developer and Declarant shall have sold and conveyed title to ninety (90%) percent of the total number of the Townhomes within the Property, or

(b) The date upon which the Developer elects to convert its Class B membership to Class A membership by written notice of such election to the Association.

(c) Where there is more than one owner of a Unit and there is only one Member vote associated with that Unit, if only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the Member vote associated with that Unit.

(d) A Member may vote:

(1) by proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution; or

(2) by submitting an Association-issued ballot in person at the election meeting; or

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(3) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or By-Laws; or

(4) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

5.04 Qualifications of Board. For a period commencing on the date this Declaration is executed and ending upon the qualification of the Board elected at the initial meeting of voting members, the Developer shall have the right to designate and select the persons who shall serve as members of the Board or elect to exercise itself the powers of the Board as provided herein. Except for directors so designated by Developer, each member of the Board shall be one of the Owners and shall reside in a Townhouse; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person, then any designated agent of such corporation, trust, partnership or other legal entity, shall be eligible to serve as a member of the Board, so long as any such agent (other than a person designated by Developer) resides in Townhouse.

5.05 Election of the Board.

(a) Elections shall be held in accordance with the community instruments, provided that an election shall be held no less frequently than once every twenty-four (24) months, for the Board of Directors from among the membership of the Association. The initial Board designated by the Developer shall consist of three directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date the Association is formed by the filing of the Articles of Incorporation therefor in the office of the Secretary of State of Illinois and ending upon the qualification of the Board elected at the initial meeting of voting members held as provided in Section 5.06 hereof. At the initial meeting held as provided in Section 5.06 hereof, the voting members shall elect five (5) Board members who shall serve until the first annual meeting. In all elections for members of the Board, each voting member shall be entitled to vote on a noncumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected except as otherwise provided herein. Each voting member shall be entitled to cast the number of votes equal to the positions on the Board being filled by such election. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting of the voting members, five (5) Board members shall be elected. The election as between candidates receiving the same number of votes shall be determined by lot. All Board members shall serve in office for a term of one (1) year; however, officers and Board members may succeed themselves. The Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be

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called, held and conducted in accordance with such regulations as the Board may adopt. Four members of the Board shall constitute a quorum.

(b) If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association requesting such a meeting.

(c) If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

(d) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by electronic or acceptable technological means. If the Board adopts such rules, Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Member shall state that a Member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

(e) A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(f) Upon proof of purchase, the purchaser of a Unit from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, and shall have the right to vote for the members of the Board of

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the Association, and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights.

(g) If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time, unless the Unit Owner owns another Unit independently.

(h) Two-thirds of the membership may remove a Board member as a Director at a duly called special meeting.

5.06 Meetings of Voting Members.

(a) Meetings of voting members shall be held at such places and times as shall be designated in any notice of a meeting by the Board. Twenty percent (20%) of the membership shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. In the event that a quorum is not present at any meeting of the voting members, another meeting may be called by notice from the Board and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(b) The initial meeting of voting members shall be held upon not less than ten (10) days written notice from the Developer. Such notice must be given no later than thirty (30) days after the date and conveyance of title to ninety (90%) of the total number of Townhouses which may be constructed by Developer on the Property, but such notice may, at the discretion of the Developer, be given earlier. Thereafter, there shall be an annual meeting of the voting members on the third Tuesday of October of each succeeding year thereafter, or at such other reasonable date and at such time, and at such place, as may be designated by written notice from the Board. The membership shall hold an annual meeting. The Board of Directors may be elected at the annual meeting.

(c) Special meetings of the membership may be called by the President, the Board, twenty percent (20%) of the membership, or any other method that is prescribed in the community instruments.

(d) Notice of any membership meeting shall be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a prescribed delivery method. Notices of meetings may be delivered personally or by mail to the voting members, addressed to each such voting member at the address given by him to the Board, or if no address shall be given, addressed to such voting member to the address of his Townhouse.

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5.07 General Powers of the Board. The Board shall have the following powers subject to the provisions of this Declaration:

(a) To adopt rules and regulations governing the use, maintenance and administration of the Common Area and Common Walkway Area and for the health, comfort, safety and general welfare of the Owners and occupants thereof.

(b) To provide for maintenance, repair and replacement with respect to the Common Area and Common Walkway Area on the terms provided for herein.

(c) To enter into contracts on behalf of, and to purchase or secure in the name of the Association any materials, supplies, insurance (including directors and officers liability insurance), equipment, fixtures, labor, services (including the services of accountants and attorneys) required by the terms of this Declaration, or which in its reasonable opinion shall be necessary or proper for the operation or protection of the Association and its members and for the enforcement of the provisions of this Declaration.

(d) To enter upon, and to have its contractors, subcontractors and agents enter upon any Townhouse as may be required to exercise all of the rights and obligations granted to or imposed upon its pursuant to this Declaration or to correct any condition that in the Board's judgment is a nuisance or is damaging to any Owner or Occupant.

(e) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to draw upon such accounts), and generally, to have all the powers necessary and incidental to the operation and management of the Association.

(f) To adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property; and if proceeds are insufficient to repair damaged or replace lost property, to assess the appropriate Members as provided herein in proportionate amounts to cover the deficiency.

(g) To take such action as may be required to enforce the provisions of this Declaration and the rules and regulations made hereunder.

(h) To grant non-exclusive easements in respect to, and to dedicate to or as directed by governmental authorities, portions of the Common Area and to execute and cause to be recorded such instruments as may be required in respect thereto.

(i) To borrow money in the name of the Association; to provide for the maintenance, repair or replacement of the Common Area; provided, however, that the Board shall not secure any such borrowings by encumbering the Common Area with a mortgage or trust deed without the affirmative vote of at least 66 2/3% of the votes of all the voting members of the Association. The Board shall, however, have the power to

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secure such borrowings by pledging and granting a security interest in the assessments due the Association hereunder.

(j) To enter into a contract for the management of the Property with a professional manager or management company on such reasonable terms as the Board shall determine; provided that any such contract shall be cancelable by the Association at the end of two years from the date of recording of this Declaration.

(k) To have standing and capacity to act in a representative capacity in relation to matters involving the Common Area of the Association on behalf of the Owners as their interests may appear.

(l) To exercise any and all powers, rights and authorities provided in the Illinois General Not-For-Profit Corporation Act, as amended from time to time.

(m) The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Unit Owners for violations of the Declaration, By-Laws, and rules and regulations of the Association.

(n) The Association may not enter into a contract with a current Board member, or with a corporation, limited liability company, or partnership in which a Board member or a member of his or her immediate family has twenty-five (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

5.08 Meetings of the Board. The Board shall meet at least four (4) times annually. The Board shall meet quarterly on the third Tuesday of October, January, April and July during the first year following the initial meeting of voting members held as provided in Section 5.06 hereof. Thereafter, meetings shall be scheduled by the Board at such times as its members shall determine to be necessary to satisfy the duties, obligations and requirements of the Board created by this Declaration. Meetings of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or unit owner's unpaid share of common expenses,

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or (vi) to consult with the association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member. Any Owner may record the proceedings at meetings required to be open, by tape, film or other means; provided that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Special meetings of the Board may be called by the President, by twenty-five percent (25%) of the members of the Board, or by any other method that is prescribed in the community instruments. The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board.

5.09 Notice of Board Meetings. Except to the extent otherwise provided by the Common Interest Community Association Act, the Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common areas of the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in Section 1-45(a) or any other provision of the Common Interest Community Association Act.

5.10 Annual Accounting. The Board shall annually supply to all Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment. This accounting shall show the net excess or deficit of income over expenditures.

5.11 Proposed Budget. (A) The Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

(B) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members within thirty (30) days of the date

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of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(C) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

(D) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of subsection (B) or (E) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

(E) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose.

(F) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (D) and (E) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

5.12 Insurance on Common Area. The Board shall have the authority to and shall obtain insurance for the Common Areas as follows:

(a) Comprehensive General Liability insurance covering bodily injury and property damage insuring against hazards of premises/operation, death, personal injury liability, independent contractors and other extensions as deemed necessary by the Board, such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00). Such policy shall be endorsed to cover cross-liability claims of one insured against the other.

(b) Worker's Compensation and Employer Liability (minimum amount \$100,000) as necessary to comply with applicable laws.

(c) Fidelity bond insurance covering any officer, director, managing agent or other person who handles or are responsible for funds of the Association, in an amount necessary to comply with the insurance requirements of the Federal National Mortgage Association. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible

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for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. A management company holding reserve funds of the Association shall at all times maintain a separate account for each association, unless by contract the Board of the Association authorizes a management company to maintain Association reserves in a single account with other associations for investment purposes. With the consent of the Board, the management company may hold all operating funds of associations which it manages in a single operating account, but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company. A management company that provides common interest community association management services for more than one common interest community association shall maintain separate, segregated accounts for each common interest community association. The funds shall not, in any event, be commingled with funds of the management company, the firm of the management company, or any other common interest community association. The maintenance of these accounts shall be custodial, and the accounts shall be in the name of the respective common interest community association.

(d) Such other insurance in such amounts as the Board shall deem desirable.

The premiums for all of the insurance coverages described in this Section 5.12 shall be paid from the assessments described herein.

5.13 Liabilities. No one or more of Declarant, its members at any time or times, the Developer, its partners, the Board, the Association, members of the Board, officers of the Association, the Architectural Control Committee, the agents (including any management agent), and employees of any of them (all of the above hereinafter collectively called the "Protected Parties") shall be liable to the Owners or any other person for any mistake of judgment for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence, fraud or as otherwise provided in this Declaration. All Owners, jointly and severally, shall indemnify, hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith.

5.14 Books and Records. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Unit Owner, their mortgagees, and their duly authorized agents or attorneys:

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(i) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

(iii) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.

(iv) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year.

(v) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(vi) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Unit Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

5.15 Documents Availability Upon Resale. In the event of any resale of a Unit by a Member or Unit Owner other than the developer, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

(i) A copy of the Declaration, other instruments, and any rules and regulations.

(ii) A statement of any liens, including a statement of the account of the unit setting forth the amounts of unpaid assessments and other charges due and owing.

(iii) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(iv) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.

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(v) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available.

(vi) A statement of the status of any pending suits or judgments in which the Association is a party.

(vii) A statement setting forth what insurance coverage is provided for all Members or Unit Owners by the Association for common properties.

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information.

A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the unit seller for providing the information.

5.16 Officers and Their Duties. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer and such other officers as the Board shall see fit. All such officers shall be selected from members of the Board. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as is convenient. Vacancies may be filled or new offices created and filled by any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term. The office of Vice President may be kept vacant for any period of time if the Board of Directors declines to fill such office during such period. Any one individual may hold more than one office, provided, however, that no one individual simultaneously may hold the offices of President and Secretary or President and Vice President.

The duties of the officers are as follows:

(a) President. There shall be an election of a President from among the members of the Board. The President shall be the chief executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. He or she shall preside at all meetings of the members and of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, contracts, easements or other instruments which the Board of Directors has authorized to be

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executed and, in general, shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

(b) Vice President. In the absence of the President or in the event of the inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to, all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board.

(c) Treasurer. There shall be an election of a Treasurer from among the members of the Board. The Treasurer shall keep the financial records and books of account of the Association and shall perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned by the President or by the Board.

(d) Secretary. There shall be an election of a Secretary from among the members of the Board. The Secretary shall keep minutes of the meetings of the members and of the Board and, in general, perform all duties incident to the office of secretary and who shall, in general, perform all the duties incident to the office of Secretary.

5.17 By-Laws. This Article Five shall constitute, and be deemed to be, the By-Laws of Willow Court Townhomes Homeowners Association. Provisions of these By-Laws may be amended by affirmative vote of two-thirds (2/3) of Townhouse Owners in the manner set forth in Section 8.03 hereof.

ARTICLE SIX

ASSESSMENTS

6.01 Personal Obligation. Each Owner (except for the Developer), by acceptance of a deed for a Townhouse, whether or not it shall be so expressed in any such deed or other conveyance for such Townhouse, hereby covenants and agrees to pay to the Association such assessments and fees as are levied pursuant to the provisions of this Declaration. Such assessments and fees, whether special or otherwise, not paid when due, together with interest thereon at the rate of ten (10%) percent per annum, late fees (as the Board shall, from time to time, determine), and costs of collection, including attorneys' fees incurred in respect thereto whether or not suit shall be instituted, shall be a charge and a continuing lien upon the Townhouse, against which such assessment is made. Furthermore, each such assessment, together with such interest, costs, late fees and other fees, shall be the personal obligation of the person who was the Owner of such Townhouse on the date upon which such assessment became due. No Townhouse or any interest therein may be transferred, sold or beneficial interest transferred (where title is held in land trust) by its Owner until such time as all outstanding assessments, together with any interest, costs, late fees and other fees, are paid to the Association, and any such transfer or sale in violation of this restriction shall be subject to the

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provisions hereof. The Developer or Declarant, to the extent that it shall be an Owner of any Townhouses which are leased to any person, shall, as to each such leased Townhouse, be subject to the provisions of this Article from and after the first day of the month in which the Developer first receives rent for such Townhouse. Except as provided in the preceding sentence, the Developer shall not be liable for the payment of assessments hereunder, and portions of the Property owned by the Developer shall not be subject to liens hereunder; provided, however, that the Developer shall pay the actual costs incurred by the Association attributable to the maintenance and repair of those portions of the Property owned by the Developer.

6.02 Purpose of Assessment. The assessments and fees levied by the Association shall be used for the following purposes: (a) paying the cost of maintenance, repair and insurance of the Common Area, including the cost of labor, equipment, services (including utilities and security services, accountants', attorneys' and other professional fees, licenses and permits) and the materials in connection therewith; (b) the establishment of such reasonable reserves, if any, as the Board deems appropriate, (c) the performance of the duties of the Board as set forth in this Declaration, including the enforcement of the provisions thereof, and (d) in general, carrying out the purposes of the Association as stated in this Declaration.

6.03 Annual Assessments. Each year, on or before December 1, the Board shall estimate the total amount (the "Aggregate Annual Assessment") necessary to provide the materials and services which will be required for the ensuing calendar year in the operation of the Association and shall notify each Owner in writing as to the amount of the Aggregate Annual Assessment with a reasonable itemization thereof and of the amount thereof allocable to such Owner. Except as provided in this Declaration, each Owner (with the exception of the Developer unless otherwise hereunder provided) shall be allocated that portion of the Aggregate Annual Assessment as shall be determined either by dividing the Aggregate Annual Assessment by the total number of Townhouses on the Property, or as otherwise reasonably determined by the affirmative vote of 66 2/3% of the votes of all voting members of the Association. On or before January 1 of the ensuing year, and on the first day of each and every month of said year, each Owner shall be personally liable for and obligated to pay one twelfth (1/12) of the portion of the Aggregate Annual Assessment allocated to such Owner unless it is determined by the Board that such payments shall be made on a different basis during the calendar year. Upon the creation of the Association, the Board shall determine an initial Aggregate Annual Assessment for the period commencing with the incorporation date of the Association and the end of the calendar year in which it is incorporated.

6.04 Special Assessments. In addition to the annual assessments authorized pursuant to Section 6.03, and subject to Section 5.11, the Board may at any time or from time to time levy special assessments. Special assessments shall be levied for the purpose of defraying, in whole or in part, the cost incurred by the Association for any repair, replacement, maintenance, service, labor, materials or capital improvement, not provided for in the Aggregate Annual Assessment for the then current calendar year. Special assessments shall be allocated to each Owner in the same manner as such Owner's respective share of the Aggregate Annual Assessment unless the Board shall determine that the benefits of any expense or any part thereof accrue to fewer than

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all of the Townhouses or to certain Townhouses in a greater degree than to other Townhouses, in which case the Board shall serve notice on the responsible parties of any such special assessment, or part thereof, which notice shall consist of a written statement setting forth the reason therefor, the amount and date on which such assessment (or installment thereof) shall become due and payable. The Developer shall be liable for the payment of special assessments on only those Townhouses for which the Developer is obligated to pay a regular assessment.

6.05 Notice. Written notice of any meeting of the Board called for the purpose of authorizing any special assessment shall be provided to all members of the Association in the same manner as set forth in Section 5.06(d).

6.06 Proof of Payment. Upon written demand of an Owner or mortgagee at any time, the Association shall furnish such Owner or mortgagee a written certificate signed by an officer of the Association setting forth whether there are any unpaid annual or special assessments, interest, costs, late fees or other fees levied against such Owner's Townhouse. Such certificate shall be conclusive evidence of payment of any annual or special assessments, interest, costs, late fees or other fees not stated therein as unpaid.

6.07 Nonpayment of Assessments. Any assessment which is not paid when due shall be deemed delinquent. If an assessment is not paid within ten (10) days after the delinquency date, such assessment shall bear interest at the rate provided in Section 6.01 from the delinquency date until paid, and the Board may impose a late fee as provided in Section 6.01. In the event of the failure of any Owner to pay any assessment, maintenance charge, interest charge, late fee or other fees or costs of collection, when due, the amount thereof shall constitute a lien on the Townhouse of such Owner. The Board shall, in the name of and on behalf of the Association, have all rights and remedies to enforce such collections as shall from time to time be permitted by law, including bringing an action at law or in equity against such Owner and foreclosing the aforesaid lien. All expenses of the Association in connection with such action or proceedings, whether or not suit shall be instituted, including attorneys' fees and court costs and other fees and expenses shall be charged to and assessed against such Owner (and shall constitute a personal liability of such Owner) and shall be added to and deemed part of his assessments, and the Association shall have a lien for all of the same upon the Townhouse of such Owner.

6.08 Subordination of Lien to Taxes and Mortgage. The lien of the assessments provided for herein shall be subordinate to (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal taxes which by law are a lien on such Townhouse prior to pre-existing recorded encumbrances thereof, and (b) the lien of any prior, recorded mortgage or trust deed on a Townhouse.

6.09 Exemption from Assessment on Townhomes Owned by Developer. In order that those Townhouses which are improved and conveyed or leased by Developer or its agents may, with reasonable promptness, receive the benefits of maintenance by the Association for the

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enjoyment of the residents of the Property, and also be subject to assessments therefor, and so as not to discourage the Developer from voting for such assessments at such times as the Developer may still own a substantial number of unoccupied Townhouses, and inasmuch as assessments levied against such Townhouses impose a burden on the Developer without the Developer desiring, or receiving the benefits of maintenance upon such Townhouses as may from time to time be provided by the Association, it is therefore expressly provided that no Townhouses owned by the Developer shall be subject to the assessments, charges and liens provided for herein until the date upon which such Townhouse shall be conveyed to a bona fide purchaser or leased to any person who shall have commenced to pay rental therefor or sold pursuant to installment contract or articles of agreement for deed: provided, however, that each year, until the initial meeting of the elected Board pursuant hereto, the Developer shall contribute to the Association the amount, if any, by which the operating expenses of the Association incurred or paid during such year (exclusive of any amounts allocated to reserves) exceed the gross revenues of the Association during such year.

Upon the conveyance or leasing by Developer of a Townhouse which was theretofore entitled to the foregoing exemption from assessments, such Townhouse and the Owner thereof shall immediately become subject to the payment of all assessments and other charges and the liens provided for herein.

6.10 Initial Assessments. The Developer shall collect from each purchaser of a Townhouse, at the time of closing of the purchase thereof, the sum of Two Hundred Fifty and No/100 Dollars (\$250.00), which shall be utilized to fund the operating reserve for the Association.

6.11 Delay. The failure or delay of the Board to prepare or transmit to any Owner an Aggregate Annual Assessment in respect of any calendar year shall not constitute a waiver or release in any manner of such Owner's obligation to pay the monthly assessments or special assessments whenever assessed, and in the absence of any Aggregate Annual Assessment, unless otherwise determined by the Board, such Owner shall continue to pay to the Board the monthly assessments in the installments in force and effect as of the most recent Aggregate Annual Assessment until a new Aggregate Annual Assessment shall become effective.

6.12 Use of Funds. All funds collected by the Board hereunder shall be held and expended for the benefit of the Owners and the Association and for the purposes designated herein.

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ARTICLE SEVEN

ARCHITECTURAL CONTROL COMMITTEE

7.01 Membership. The Architectural Control Committee shall consist of not fewer than three nor more than five Owners who shall be appointed by the Board. Until the initial meeting of voting members, the Developer shall act in lieu of the Architectural Control Committee.

7.02 Powers and Duties. The Architectural Control Committee shall have the following powers and duties:

(a) To review requests by Owners for approval of any exterior addition to or modification or alteration to a Townhouse or other matter described in this Declaration as requiring approval of the Architectural Control Committee and, subject to final approval thereof by the Board, to render decisions thereon.

(b) To propose to the Board rules, regulations and procedures concerning exterior maintenance, repair, landscaping, fences and the enforcement of the provisions of this Declaration in relation thereto.

(c) The Architectural Control Committee shall have such other powers and duties as the Board shall from time to time delegate.

7.03 Procedures. Any matter requiring the approval of the Architectural Control Committee shall be submitted to the Architectural Control Committee in writing and, if approval of any alteration or addition to a Townhouse shall be requested, shall include preliminary design drawings, plans and specifications; elevations, landscaping schemes and descriptive materials showing the size, color, design, configuration, height, shape and materials of such alteration or addition. Within a reasonable time, not exceeding thirty (30) days after receipt of all such items, the Architectural Control Committee shall advise such Owner and the Board in writing:

(a) Whether such Owner's request has been approved or denied and if denied, the specific reasons therefor; or

(b) Whether the Architectural Control Committee requires additional information, plans or other materials to render a decision, in which case such additional items shall be furnished as expeditiously as possible.

If additional items shall be required pursuant to subsection (b) above, within a reasonable period of time not exceeding ten (10) days from the date of receipt of all such items, the Architectural Control Committee shall advise such Owner and the Board in writing whether such Owner's request has been approved or denied and if denied, the specific reasons therefor. If such Owner's request for approval shall have been denied, such Owner shall have the right to appeal the decision of the Architectural Control Committee to the Board pursuant to Section 7.04 hereof.

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7.04 Right of Appeal. Any adverse decision of the Architectural Control Committee may be appealed to the Board, which shall render a final decision as to the matter in question. An Owner desiring to appeal shall so advise the Board in writing. The Board shall consult with the Architectural Control Committee and such Owner, shall review the plans and other materials submitted by such Owner, and shall render a written decision as to the matter under consideration as expeditiously as practical. In rendering its decision, the Board shall take into consideration the criteria set forth in Section 7.05, the manner in which the Architectural Control Committee has applied such criteria to the matter under review, and such other factors as the Board deems relevant in respect to the overall enhancement and presentation of the value and desirability of the Property.

7.05 Review Criteria. In evaluating requests by Owners for approvals required of the Architectural Control Committee hereunder, the factors to be considered by the Architectural Control Committee shall include the following:

- (a) The architectural integrity and compatibility of any proposed exterior modification to a Townhouse with the design, color scheme and materials of such Townhouse as originally constructed.
- (b) The aesthetic effect of any proposed modification to exterior fences or exterior lighting.
- (c) The Architectural Control Committee shall also consider such other factors as it deems relevant in assessing the overall effect of the Owner's request upon the maintenance and operation of the Property.

ARTICLE EIGHT

REMEDIES FOR BREACH OF COVENANTS

8.1 Abatement and Enjoyment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, upon not less than ten (10) days' notice, in addition to the rights set forth in the next succeeding section:

- (a) To enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant or Developer, or their successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or
- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

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All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve percent (12%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses and the Board shall have a lien for all of the same upon the Townhouse of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Townhouse or located elsewhere on the Property. Any and all such rights and remedies may be exercised at any time and from time to time cumulatively or otherwise by the Board.

8.2 Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Townhouse) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for twenty (20) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the right of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Townhouse, and thereupon an action in equity may be filed by the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in the alternative, a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Townhouse owned by him on account of the breach of covenant and ordering that the right, title and interest of the Owner in the Townhouse shall be sold (subject to the lien of any existing mortgage or trust deed) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest in the Townhouse at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Townhouse and to immediate possession of the Townhouse sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the Townhouse sold subject to this Declaration.

ARTICLE NINE

GENERAL

9.01 Amendment by Developer. This Declaration may be amended by the Developer in any manner prior to the conveyance by Developer of any Townhouse. The Developer reserves the right to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the

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Federal Home Loan Mortgage Corporation, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs or may in the future perform functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities (including without limitation any bank or savings association) to make, purchase, sell, insure or guarantee first mortgages covering Townhouses, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make any change or modification as authorized hereunder on behalf of each Owner and their respective mortgagees as attorney-in-fact for such Owner. Each deed, mortgage, trust deed, or other evidence or obligation affecting a Townhouse and the acceptance thereof shall be deemed to be a grant and acknowledgement 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 of Cook County, Illinois. The right of the Developer to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Developer no longer holds or controls title to a Townhouse at the Property.

9.02 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.

9.03 Amendment.

(a) Prior to the initial meeting of the voting members, the provisions of this Declaration may be amended by an instrument executed and acknowledged by the Developer and approved by holders of not less than three-fourths (3/4) of the Voting Rights held by voting members as of the date of such amendment as defined in Section 5.03 hereof. An Amendment shall not be effective until it is recorded in the office of the Recorder of Deeds of Cook County, Illinois.

(b) After the initial meeting of the voting members, the provisions of this Declaration may be amended by an instrument executed and acknowledged by the Board and approved by the Owners of not less than two-thirds (2/3) of the Townhouses which are subject to the provisions of this Declaration. An Amendment shall not be effective until it is recorded in the office of the Recorder of Deeds of Cook County, Illinois. Amendments to community instruments authorized to be recorded shall be executed and recorded by the President of the Board or such other officer authorized by the Association or the community instruments.

9.04 Notices. Any notice required or permitted to be given under this Declaration and the By-Laws shall be in writing. Any notice hereunder may be served either by prepaid United States mail or by delivery in person; provided, however, that notice to the Developer or

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Declarant, the Association or the Board may only be served by mail. Any such notice served by mail shall be addressed or delivered as follows:

- (1) If to an Owner, to the person or persons and addressed as reflected as such Owner on the books of Developer or the Association;
- (2) If to any devisee or personal representative of a deceased or incompetent Owner, to such devisee or personal representative at the address of such Owner, as reflected on the books of the Association or to the address of such devisee or personal representative set forth in the records of the court in which the estate of such deceased or incompetent Owner is being administered;
- (3) If to the Association:
 Willow Court Townhomes Homeowners Association
 c/o Its Registered Agent or President (and if to the President, at such President's home address)
- (4) If to the Developer:
 Smithfield Properties II, L.L.C.
 400 W. Huron Street
 Chicago, Illinois 60610
- (5) If to a mortgagee of a Townhouse, at the address provided by an Owner for such mortgagee or as otherwise reflected on the books of the Developer or the Association.

The Developer, the Board or the Association may designate different respective addresses by written notice of such change of address to all Owners. All Owners may designate a different address by written notice of such change of address to the Developer, the Association and the Board. Any first mortgagee of a Townhouse may designate a different address by written notice of such change of address to the Developer, the Association and the Board. All notices shall be deemed served three (3) days after such notice was deposited in the United States mail, or on the day and at the time delivered in person.

9.05 Ownership of Common Area and Common Facilities. Title to the Common Area shall be held initially by the Declarant. Until all the Townhouses have been sold by the Developer, or sooner at the option of the Developer, Declarant shall retain such title to the Common Area. At such time as all the Townhouses are sold, or sooner at the option of the Developer, title to the Common Area shall be transferred by the Declarant to the Association by quitclaim deed and other appropriate documentation.

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9.06 Titleholding Land Trust. In the event title to any Townhouse is conveyed to a title holding trust, under the terms of which all power of management, operation and control of such Townhouse remains vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Townhouse. No claim shall be made against any such titleholding 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 obligation shall continue to be a charge or lien upon such Townhouse and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Townhouse.

9.07 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 the recording of this Declaration. Failure by the Association or any Owner to so enforce the provisions contained herein shall in no event be deemed a waiver of the right to do so thereafter. After the expiration of said forty (40) year 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 Townhouses and recorded in the office of the Recorder of Deeds of Cook County, Illinois. Except in case of condemnation or destruction of a substantial portion of the Townhouses, the legal status of the Association shall not be terminated without the concurrence and affirmative vote of not less than two-thirds of the holders of first mortgages on the Townhouses.

9.08 Conflicts between Declaration and City Ordinances. In the event there is at any time a conflict between any provision of this Declaration and any provision of the Municipal Code of the City of Chicago or any City Ordinance, rule or regulation, then the provision of the Municipal Code of the City of Chicago or City Ordinance, rule or regulation shall prevail, but only to the extent it is more restrictive than this Declaration.

9.09 Captions. The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

9.10 Liberal Interpretation. This Declaration shall be liberally construed so as to facilitate and promote the objectives of the Declaration hereinabove set forth and to protect the integrity of the Development. Narrow, technical and literal construction of this instrument, inconsistent with the intent and objectives of the Declarant, Developer and Association shall be avoided.

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9.11 Gender, Usage of Singular and Plural Forms, and Other Usage. Whenever the context so requires, use of the plural form shall include the singular use of the singular form shall include the plural and any gender shall be deemed to include both genders.

9.12 No Dedication To Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of all or any part of the Property to or for any public use or purpose whatsoever.

9.13 Mortgages. Nothing herein contained shall preclude a bank, savings and loan association, insurance company or lender from holding a mortgage on any Townhouse, and such lending institution shall have an unrestricted, absolute right to accept title to the Townhouse in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Illinois and bid upon said Townhouse at the foreclosure sale.

9.14 Use of Technology.

(a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of the Common Interest Community Association Act may be accomplished using acceptable technological means. This Section governs the use of technology in implementing the provisions of any community instrument or any provision of the Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

(b) The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any community instrument or any provision of the Common Interest Community Association Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of the Common Interest Community Association Act.

(d) Voting on, consent to, and approval of any matter under any community instrument or any provision of the Common Interest Community Association Act may be accomplished by acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

(e) Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors.

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(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

(g) This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Common Interest Community Association Act.

WILLOW COURT TOWNHOMES (WILLOW COURT HOMEOWNERS ASSOCIATION)

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

SOUTH TRACT PARCEL 1

THOSE PORTIONS OF LOTS 1 AND 2, AND LOTS 7 THROUGH 27, BOTH INCLUSIVE IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO, IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF THE VACATED ALLEYS IN SAID BLOCK 3 AND PART OF VACATED WEST WILLOW STREET WHICH ARE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET, SAID POINT BEING 11.70 FEET SOUTH OF THE SOUTH WEST CORNER OF LOT 6 IN SAID BLOCK 3 AFORESAID, AND BEING ESTABLISHED BY VACATION ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 27TH DAY OF APRIL, 1914 AND RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 27TH DAY OF MAY, 1914 AS DOCUMENT NO. 5425936; THENCE RUNNING NORTH ALONG THE EAST LINE OF NORTH HOYNE AVENUE TO A POINT IN A LINE PARALLEL WITH AND 105 FEET DISTANT FROM THE SOUTH LINE OF THAT PART OF WEST WILLOW STREET AS VACATED BY SAID ORDINANCE OF APRIL 27, 1914 BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 2 MINUTES, 10 SECONDS EAST ALONG SAID PARALLEL LINE 205 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF NORTH HOYNE AVENUE 105 FEET TO THE SOUTH LINE OF SAID VACATED PART OF WEST WILLOW STREET; THENCE NORTH 89 DEGREES, 22 MINUTES, 10 SECONDS EAST ALONG SAID LAST DESCRIBED LINE 398.12 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 3 PRODUCED SOUTH 11.6 FEET SOUTH OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH 00 DEGREES, 06 MINUTES, 34 SECONDS EAST ALONG THE SOUTHERLY PRODUCTION AND THE EAST LINE OF SAID BLOCK 3, 103.74 FEET, SAID POINT BEING ON A CURVED LINE CONVEX TO THE NORTH, CONCETRIC, PARALLEL WITH, A DISTANCE OF 21 FEET SOUTH FROM THE CENTER LINE

OF THE SOO LINE RAILROAD COMPANY MAIN TRACK; THENCE WESTERLY ON A CURVED LINE HAVING A RADIUS OF 1385.13 FEET CONVEX TO THE NORTH AN ARC DISTANCE OF 273.93 FEET, THE CHORD OF SAID ARC BEING 273.48 FEET HAVING A BEARING OF NORTH 82 DEGREE, 37 MINUTES, 56 SECONDS WEST TO A POINT OF COMPOUND CURVE SAID LINE ALSO BEING 21 FEET SOUTHERLY OF AND PARALLEL THENCE WESTERLY ON A CURVED LINE HAVING A RADIUS OF 6661.65 FEET CONVEX TO THE NORTH AN ARC DISTANCE OF 332.14 FEET TO THE EAST LINE OF NORTH HOYNE AVENUE. THE CHORD OF SAID ARC BEING 332.11 FEET HAVING A BEARING OF SOUTH 89 DEGREES, 02 MINUTES, 17 SECONDS

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WEST; SAID LINE ALSO BEING 21 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SOO LINE RAILROAD COMPANY MAIN TRACK; THENCE SOUTH ON THE EAST LINE OF NORTH HOYNE AVENUE (ALSO BEING THE WEST LINE OF BLOCK 3) 34.85 FEET TO THE POINT OF BEGINNING.

ADDRESS: "RAILROAD PROPERTY" PIN(S): 14-31-323-020

SOUTH TRACT.PARCEL 2: PARCEL A:

THOSE PORTIONS OF LOTS 4 TO 10 BOTH INCLUSIVE IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF VACATED ALLEY IN SAID. BLOCK 3 AND THAT PART OF VACATED WEST WILLOW STREET WHICH ARE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET, SAID POINT BEING 11.70 FEET SOUTH OF SOUTH WEST CORNER OF SAID LOT 6 IN BLOCK 3 AFORESAID AND BEING ESTABLISHED BY VACATION ORDINANCE PASSED BY CITY COUNCIL OF CITY OF CHICAGO OF APRIL 27, 1914 AND RECORDED ON MAY 27, 1914 AS DOCUMENT 5425936; THENCE RUNNING NORTH ALONG EAST LINE OF NORTH HOYNE AVENUE A DISTANCE OF 78.69 FEET TO NORTH LINE OF LOT 4 IN SAID BLOCK 3; THENCE EAST ALONG SAID NORTH LINE 100 FEET TO WEST LINE OF NORTH AND SOUTH PUBLIC ALLEY VACATED BY SAID ORDINANCE OF APRIL 27, 1914; THENCE NORTH ALONG WEST LINE OF SAID VACATED ALLEY 26.33 FEET MORE OR LESS TO A POINT IN A LINE PARALLEL WITH AND 105 FEET DISTANT FROM SOUTH LINE OF THAT PART OF WEST WILLOW STREET AS VACATED BY SAID ORDINANCE OF APRIL 27, 1914; THENCE EAST ALONG SAID PARALLEL LINE 105 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF NORTH HOYNE AVENUE 105 FEET TO SOUTH LINE OF SAID VACATED PART OF WEST WILLOW STREET; THENCE WEST ALONG SAID LAST DESCRIBED LINE 205 FEET TO PLACE OF BEGINNING, ALSO PARCEL B:

LOT 3 IN BLOCK 3 IN SAID BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO PARCEL C:

ALL THAT PART OF LOT 2 IN SAID BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE PARALLEL TO AND 105 FEET NORTH OF SOUTH LINE OF THAT PART OF WEST WILLOW STREET AS VACATED BY CITY COUNCIL OF CITY OF CHICAGO BY

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AFORESAID ORDINANCE PASSED ON APRIL 27, 1914 ALL IN COOK COUNTY, ILLINOIS.

ADDRESS: 1755 NORTH HOYNE, CHICAGO

Property of Cook County Clerk's Office

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
RECORDER OF DEEDS

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EXHIBIT B

LEGAL DESCRIPTION OF THE COMMON WALKWAY AREA

Description for Common Area:

Those portions of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street which are described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no. 5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 803.38 feet to a Point on the East line of said block 3 produced South 11.6 feet South of the Southeast corner thereof; Thence North 00° 06' 34" East along the Southerly production and the East line of said Block 3, 103.74 feet, said point being on a curved line convex to the North, concentric, parallel with a distance of 21 feet South from the centerline of the Soo Line Railroad Company main track; Thence Westerly on a curved line having a radius of 1385.13 feet convex to the North, an arc distance of 273.93 feet, the chord of said arc being 273.48 feet, having a bearing of North 82° 37' 56" West to a point of compound curve, said line also being 21 feet Southerly of and parallel; Thence Westerly on a curved line having a radius of 6651.65 feet convex to the North, an arc distance of 332.14 feet to the East line of North Hoyne Avenue, the chord of said arc being 332.11 feet having a bearing of South 89° 02' 17" West, said line also being 21 feet Southerly of and parallel with the center line of the Soo Line Railroad Company main track; Thence South on the East line of North Hoyne Avenue (also being the West line of Block 3) 139.84 feet to the point of beginning (except therefrom the following described properties:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425936: Thence North 00° 02' 37" East along the East line of North Hoyne Avenue 110.73 feet; Thence South 59° 57' 23" East 8.3 feet to the point of beginning; Thence North 89° 22' 10" East 31.13 feet Thence North 00° 37' 50" West 1.80 feet; Thence North 89° 22' 10" East 29.96 feet; Thence North 00° 37' 50" West 1.68 feet; Thence North 89° 22' 10" East 71.77 feet; Thence North 00° 37' 50" West 1.25 feet; Thence North 89° 22' 10" East 59.90 feet; Thence South 00° 37' 50" East 1.48 feet; Thence North 89° 22' 10" East 30.06 feet; Thence North 00° 37' 50" West 22.95 feet; Thence South 89° 22' 10" West 30.06 foot; Thence North 00° 37' 50" West 1.51 feet; Thence South 89° 22' 10" West 69.90 feet; Thence South 00° 37' 50" East 1.17 feet; Thence South 89° 22' 10" West 71.77 feet; Thence South 00° 37' 50" East 1.88 feet; Thence South 89° 22' 10" West 29.96 feet; Thence South 00° 37' 50" East 1.76 feet;

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Thence South $89^{\circ} 22' 10''$ West 31.13 feet; Thence South $00^{\circ} 37' 50''$ East 22.92 feet to the point of beginning, AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street. said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North $00^{\circ} 02' 37''$ East along the East line of North Hoyne Avenue 116.71 feet; Thence South $89^{\circ} 57' 23''$ East 239.27 feet to the point of beginning; Thence North $89^{\circ} 22' 10''$ East 29.99 feet; Thence South $00^{\circ} 37' 50''$ East 1.25 feet; Thence North $89^{\circ} 22' 10''$ East 29.99 feet; Thence South $00^{\circ} 37' 50''$ East 1.09 feet; Thence North $89^{\circ} 22' 10''$ East 30.01 feet; Thence South $00^{\circ} 37' 50''$ East 3.86 feet; Thence North $89^{\circ} 22' 10''$ East 71.88 feet; Thence South $00^{\circ} 37' 50''$ East 2.77 feet; Thence North $89^{\circ} 22' 10''$ East 30.09 feet; Thence South $00^{\circ} 37' 50''$ East 3.35 feet; Thence North $89^{\circ} 22' 10''$ East 29.99 feet Thence South $00^{\circ} 37' 50''$ East 2.39 feet; Thence North $89^{\circ} 22' 10''$ East 31.20 feet; Thence North $00^{\circ} 37' 50''$ West 22.53 feet; Thence South $89^{\circ} 22' 10''$ West 31.20 feet; Thence North $00^{\circ} 37' 50''$ West 2.45 feet Thence South $89^{\circ} 22' 10''$ West 29.99 feet; Thence North $00^{\circ} 37' 50''$ West 3.45 feet; Thence South $89^{\circ} 22' 10''$ West 30.09 feet Thence North $00^{\circ} 37' 50''$ West 2.98 feet; Thence South $89^{\circ} 22' 10''$ West 71.88 feet Thence North $00^{\circ} 37' 50''$ West 3.72 feet; Thence South $89^{\circ} 22' 10''$ West 30.01 feet Thence North $00^{\circ} 37' 50''$ West 1.14 feet Thence South $89^{\circ} 22' 10''$ West 29.99 feet; Thence North $00^{\circ} 37' 50''$ West 1.39 feet; Thence South $89^{\circ} 22' 10''$ West 29.99 feet Thence South $00^{\circ} 37' 60''$ East 22.95 feet to the point of beginning, AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street said point being 11.70 feet South of the Southwest corner of Lot 8 in said Block 3 aforesaid. and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 13.92 feet to the point of beginning; Thence North $00^{\circ} 37' 50''$ West 22.54 feet; Thence South $89^{\circ} 22' 10''$ West 5.50 feet Thence North $00^{\circ} 37' 50''$ West 56.32 feet; Thence North $89^{\circ} 22' 10''$ East 1.07 feet; Thence North $00^{\circ} 37' 50''$ West 18.29 feet; Thence North $89^{\circ} 22' 10''$ East 23.03 feet; Thence South $00^{\circ} 37' 50''$ East 35.85 feet; Thence South $89^{\circ} 22' 10''$ West 1.04 feet Thence South $00^{\circ} 37' 50''$ East 5.97 feet; Thence North $89^{\circ} 22' 10''$ East 2.55 feet; Thence South $00^{\circ} 37' 50''$ East 11.49 feet; Thence North $89^{\circ} 22' 10''$ East 1.49 feet; Thence South $00^{\circ} 37' 50''$ East 23.85 feet to the South line of vacated Willow Street aforesaid; Thence South $89^{\circ} 22' 10''$ West along said South line 21.60 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14. East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying atom a horizontal plane of 26.94 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street. said point being 11.70

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feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorders Office of said Cook County on the 27th day of May, 1914 as document no:5425936: Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 35.52 feet to the point of beginning; Thence continue North $89^{\circ} 22' 10''$ East 8.51 feet; Thence North $00^{\circ} 37' 50''$ West 28.81 feet; Thence South $89^{\circ} 22' 10''$ West 10.30 feet; Thence South $00^{\circ} 37' 50''$ East 4.96 feet; Thence North $89^{\circ} 22' 10''$ East 1.49 feet; Thence South $00^{\circ} 37' 50''$ East 23.85 feet to the point of beginning, AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorders Office of said Cook County on the 27th day of May, 1914 as document no:5425936; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 52.96 feet to the point of beginning; Thence North $00^{\circ} 37' 50''$ West 23.28 feet; Thence North $89^{\circ} 22' 10''$ East 1.02 feet; Thence North $00^{\circ} 37' 50''$ West 18.02 feet; Thence North $89^{\circ} 22' 10''$ East 5.02 feet; Thence North $00^{\circ} 37' 50''$ West 18.01 feet; Thence South $89^{\circ} 22' 10''$ West 7.31 feet; Thence North $00^{\circ} 37' 50''$ West 20.50 feet; Thence North $89^{\circ} 22' 10''$ East 55.01 feet; Thence South $00^{\circ} 37' 50''$ East 20.50 feet; Thence South $89^{\circ} 22' 10''$ West 11.11 feet; Thence South $00^{\circ} 37' 50''$ East 18.01 feet; Thence South $89^{\circ} 22' 10''$ West 5.02 feet; Thence South $00^{\circ} 37' 50''$ East 18.02 feet; Thence South $89^{\circ} 22' 10''$ West 5.04 feet; Thence South $00^{\circ} 37' 50''$ East 23.28 feet to the South line of vacated Willow Street aforesaid; Thence South $89^{\circ} 22' 10''$ West along said South line 32.57 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 26.94 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425926; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 44.33 feet to the point of beginning; Thence North $00^{\circ} 37' 50''$ West 28.61 feet; Thence North $80^{\circ} 22' 10''$ East 9.68 feet; Thence South $00^{\circ} 37' 50''$ East 5.53 feet Thence South $89^{\circ} 22' 10''$ West 1.02 feet; Thence South $00^{\circ} 37' 50''$ East 23.28 feet; Thence South $89^{\circ} 22' 10''$ West 8.66 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 29.91 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue

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and West Willow Street said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425935; Thence North 89° 22' 10" East along said South line of vacated Willow Street 52.99 feet; Thence North 00° 37' 50" West 23.28 feet; Thence North 89° 22' 10" East 1.02 feet; Thence North 00° 37' 50" West 18.02 feet; Thence North 89° 22' 10" East 5.02 feet; Thence North 00° 37' 50" West 18.01 feet; Thence South 59° 22' 10" West 7.31 feet; Thence North 00° 37' 50" West 20.50 feet; Thence North 89° 22' 10" East 85.01 feet to the point of beginning; Thence South 00° 37' 50" East 20.50 feet; Thence North 89° 22' 10" East 2.66 feet; Thence North 00° 37' 50" West 20.50 feet; Thence South 89° 22' 10" West 2.66 feet to the point of beginning, AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Mow Street. said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425936. Thence North 89° 22' 10" East along said South line of vacated Willow Street 133.03 feet to the point of beginning; Thence North 00° 37' 50" West 23.28 feet; Thence South 89° 22' 10" West 5.0 feet; Thence North 00° 37' 50" West 18.02 feet; Thence South 80° 22' 10" West 5.0 feet; Thence North 00° 37' 50" West 18.01 feet; Thence South 89° 22' 10" West 10.99 feet; Thence North 00° 37' 50" West 20.50 feet; Thence North 89° 22' 10" East 55.11 feet; Thence South 00° 37' 50" East 20.50 feet; Thence South 89° 22' 10" West 7.31 feet; Thence South 00° 37' 50" East 18.01 feet; Thence North 89° 22' 10" East 4.85 feet; Thence South 00° 37' 50" East 18.02 feet; Thence North 89° 22' 10" East 0.96 feet; Thence South 00° 37' 50" East 23.28 feet to the South One of vacated Willow Street aforesaid; Thence South 89° 22' 10" West along said South line 32.62 feet to the point of beginning AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 29.91 foot above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street. said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 133.03 feet. Thence North 00° 37' 50" West 23.28 feet; Thence South 89° 22' 10" West 5.0 feet; Thence North 00° 37' 50" West 18.02 feet; Thence South 89° 22' 10" West 5.0 feet; Thence North 00' 37' 50" West 18.01 feet; Thence South 89° 22' 10" West 10.99 feet to the point of beginning; Thence South 89° 22' 10" West 2.65 feet; Thence North 00° 37' 50" West 20.50 feet; Thence North 89° 22' 10" West 2.65 feet; Thence South 00° 37' 50" East 20.50 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots

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1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street tying above a horizontal plane of 28.97 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 165.85 feet to the point of beginning; Thence continue North 89° 22' 10" East 8.67 feet; Thence North 00° 37' 50" West 28.71 feet; Thence South 89° 22' 10" West 9.63 feet; Thence South 00° 37' 50" East 5.43 feet Thence North 89° 22' 10" East 0.96 feet Thence South 00° 37' 50" East 23.28 feet to the point of beginning, AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willows Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Councils of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no; 425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 183.0 feet to the point of beginning; Thence North 00° 37' 50" West 23.28 feet; Thence North 89° 22' 10" West 1.01 feet; Thence North 00° 37' 50" West 18.02 feet; Thence North 89° 22' 10" West 5.01 feet; Thence North 00° 37' 50" West 18.01 feet; Thence North 89° 22' 10" East 10.85 feet; Thence North 00° 37' 50" West 20.50 feet; Thence North 89° 22' 10" East 36.62 feet; Thence South 00° 37' 50" East 20.50 feet; Thence South 89° 22' 10" West 11.02 feet; Thence South 00° 37' 50" East 18.01 feet; Thence South 89° 22' 10" West 5.0 feet; Thence South 00° 37' 50" East 18.02 feet; Thence South 89° 22' 10" West 4.87 feet; Thence South 00° 37' 50" East 23.26 feet to the South line of vacated Willow Street aforesaid; Thence South 89° 22' 10" West along said South line 32.60 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street tying above a horizontal plane of 28.97 feet above Chicago City Datum described as follows; commencing at the Northeast corner of North Moyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 174.32 feet to the point of beginning; Thence continue North 89° 22' 10" East 8.68 feet; Thence North 00° 37' 50" West 23.28 feet; Thence North 89° 22' 10" East 1.01 feet; Thence North 00° 37' 50" West 5.43 feet; Thence South 89° 22' 10" West 9.69 feet; Thence South 00° 37' 50" East 28.71 feet to the point of beginning, AND

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ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 32.71 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425336; Thence North 89° 22' 10" East along said South line of vacated Willow Street 183.0 feet; Thence North 00° 37' 50" West 23.26 feet; Thence North 89° 22' 10" East 1.01 feet; Thence North 00° 37' 50" West 18.02 feet; Thence North 89° 22' 10" East 5.01 feet; Thence North 00° 37' 50" West 18.01 feet; Thence North 89° 22' 10" East 10.85 feet; Thence North 00° 37' 50" West 20.50 feet; Thence North 89° 22' 10" East 36.62 feet to the point of beginning; Thence South 00° 37' 50" East 20.50 feet; Thence North 89° 22' 10" East 2.66 feet; Thence North 00° 37' 50" West 20.50 feet; Thence South 89° 22' 10" West 2.66 feet to the point of beginning, AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Moyne Avenue and West Willow Street; said point being 11.70 feet South of the Southwest corner of Lot 6 in said Rock 3 aforesaid and being established by vacation ordinance passed by the City Councils of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 263.01 feet to the point of beginning; Thence North 00° 37' 50" West 23.28 feet; Thence South 89° 22' 10" West 5.01 feet; Thence North 00° 37' 50" West 18.02 feet; Thence South 59° 22' 10" West 5.01 feet; Thence North 00° 37' 50" West 18.01 feet; Thence South 89° 22' 10" West 11.01 feet; Thence North 00° 37' 50" West 20.50 feet; Thence North 89° 22' 10" East 36.47 feet; Thence South 00° 37' 50" East 20.50 feet; Thence North 89° 22' 10" East 11.01 feet; Thence South 00° 37' 50" East 18.01 feet; Thence North 89° 22' 10" East 5.06 feet; Thence South 00° 37' 50" East 18.02 feet; Thence North 89° 22' 10" East 1.02 feet; Thence South 00° 37' 50" East 23.28 feet to the South line of vacated Willow Street aforesaid; Thence South 89° 22' 10" West along said South line 32.53 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, Rock 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 32.71 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.73 feet South of the Southwest corner of Lot 8 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 283.01 feet Thence North 00° 37' 50" west 23.28 feet; Thence South 89° 22' 10" west 5.01

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feet; Thence North $00^{\circ} 37' 50''$ West 18.02 feet; Thence South $89^{\circ} 22' 10''$ West 5.01 feet; Thence North $00^{\circ} 37' 60''$ West 18.01 feet; Thence South $89^{\circ} 22' 10''$ West 11.01 feet to the point of beginning; Thence North $00^{\circ} 37' 50''$ West 20.50 feet; Thence South $89^{\circ} 22' 10''$ West 2.83 feet; Thence South $00^{\circ} 37' 50''$ East 20.50 feet; Thence North $89^{\circ} 22' 10''$ East 2.83 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lot 1 through 27, both Inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian. in Cook County, Illinois. together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 30.96 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street said point being 11.70 feet South of the Southwest corner of lot 6 In said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 295.54 feet to the point of beginning; Thence continue North $89^{\circ} 22' 10''$ East 8.73 feet; Thence North $00^{\circ} 37' 50''$ West 28.71 feet Thence South $89^{\circ} 22' 10''$ West 9.75 feet; Thence South $00^{\circ} 37' 50''$ East 5.43 feet; Thence North $89^{\circ} 22' 10''$ East 1.02 feet; Thence South $00^{\circ} 37' 50''$ East 23.28 feet to the point of beginning AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street. said point being 11.70 feet South at the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425936; Thence North $89^{\circ} 22' 10''$ East along Said South line of vacated Willow Street 313.01 feet to the point of beginning; Thence North $00^{\circ} 37' 50''$ West 23.28 feet; Thence North $89^{\circ} 22' 10''$ East 0.98 feet; Thence North $00^{\circ} 37' 50''$ West 18.02 feet; Thence North $89^{\circ} 22' 10''$ East 5.01 feet; Thence North $00^{\circ} 37' 50''$ West 18.01 feet; Thence South $89^{\circ} 22' 10''$ West 7.30 feet; Thence North $00^{\circ} 37' 50''$ West 20.50 feet; Thence North $89^{\circ} 22' 10''$ East 54.84 feet; Thence South $00^{\circ} 37' 50''$ East 20.50 feet; Thence South $89^{\circ} 22' 10''$ West 11.0 feet; Thence South $00^{\circ} 37' 50''$ East 18.01 feet; Thence South $89^{\circ} 22' 10''$ West 5.01 feet; Thence South $00^{\circ} 37' 50''$ East 18.02 feet; Thence South $89^{\circ} 22' 10''$ West 5.0 feet; Thence South $00^{\circ} 37' 50''$ East 23.28 feet to the South line of vacated Willow Street aforesaid; Thence South $89^{\circ} 22' 10''$ West along said South Line 32.52 feet to the point of beginning, AND ALSO EXCEPT Whose portions of the land. properly and space of Lots 1 through 27, bath inclusive, In Block 3 In Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 30.96 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Stock 3 aforesaid. and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May. 1914 as

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document no:5425936: Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 304.27 feet to the point of beginning; Thence continue North $89^{\circ} 22' 10''$ East 8.74 feet; Thence North $00^{\circ} 37' 50''$ West 23.28 feet; Thence North $89^{\circ} 22' 10''$ East 0.98 feet; Thence North $00^{\circ} 37' 50''$ West 5.43 feet; Thence South $89^{\circ} 22' 10''$ West 9.72 feet; Thence South $00^{\circ} 37' 50''$ East 28.71 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both Inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian. In Cook County, Illinois, together with part of the vacated alleys in said block 3 and part of vacated West Willow Street lying above a horizontal plane of 34.65 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 5 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425936: Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 313.01 feet Thence North $00^{\circ} 37' 50''$ West 23.28 feet; Thence North $89^{\circ} 22' 10''$ East 1.01 feet; Thence North $00^{\circ} 37' 50''$ West 18.02 feet; Thence North $89^{\circ} 22' 10''$ East 5.01 feet; Thence North $00^{\circ} 37' 50''$ West 18.01 feet; Thence South $89^{\circ} 22' 10''$ West 7.30 feet; Thence North $00^{\circ} 37' 50''$ West 20.50 feet; Thence North $89^{\circ} 22' 10''$ East 54.84 feet to the point of beginning; Thence South $00^{\circ} 37' 50''$ East 20.50 feet; Thence North $89^{\circ} 22' 10''$ East 2.75 feet; Thence North $00^{\circ} 37' 50''$ West 20.50 feet; Thence South $89^{\circ} 22' 10''$ West 2.75 feet to the point of beginning, AND ALSO EXCEPT TWAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 5 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425936; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 393.0 feet to the point of beginning; Thence North $00^{\circ} 37' 50''$ West 23.28 feet; Thence South $89^{\circ} 22' 10''$ West 4.99 feet; Thence North $00^{\circ} 37' 50''$ West 18.02 feet; Thence South $89^{\circ} 22' 10''$ West 4.98 feet; Thence North $00^{\circ} 37' 50''$ West 18.01 feet; Thence South $89^{\circ} 22' 10''$ West 11.0 feet; Thence North $00^{\circ} 37' 50''$ West 20.50 feet; Thence North $89^{\circ} 22' 10''$ East 54.79 feet; Thence South $00^{\circ} 37' 50''$ East 20.50 feet; Thence South $89^{\circ} 22' 10''$ West 7.27 feet; Thence South $00^{\circ} 37' 50''$ East 18.01 feet; Thence North $89^{\circ} 22' 10''$ East 5.0 feet; Thence South $00^{\circ} 37' 50''$ East 18.02 feet; Thence North $89^{\circ} 22' 10''$ East 0.99 feet; Thence South $00^{\circ} 37' 50''$ East 23.28 feet to the South line of vacated Willow Street aforesaid; Thence South $89^{\circ} 22' 10''$ West along said South line 32.55 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 34.65 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street said point being 11.70 feet

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South of the Southwest corner of Lot 6 in said Stock 3: aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 393.0 feet; Thence North $00^{\circ} 37' 50''$ West 23.28 feet; Thence South $89^{\circ} 22' 10''$ West 4.99 feet; Thence North $00^{\circ} 37' 50''$ West 18.02 feet; Thence South $89^{\circ} 22' 10''$ West 4.98 feet; Thence North $00^{\circ} 37' 50''$ West 18.01 feet; Thence South $89^{\circ} 22' 10''$ West 11.0 feet to the point of beginning; Thence North $00^{\circ} 37' 50''$ West 20.50 feet; Thence South $89^{\circ} 22' 10''$ West 2.75 feet; Thence South $00^{\circ} 37' 50''$ East 20.50 feet; Thence North $89^{\circ} 22' 10''$ East 2.75 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 32.98 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Moyne Avenue and West Willow Street said point being 11.70 feet South of the Southwest corner of Lot 8 In said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May 1914 as document no:5425036; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 425.55 feet to the point of beginning; Thence continue North $89^{\circ} 22' 10''$ East 8.75 feet; Thence North $00^{\circ} 37' 50''$ West 28.70 feet; Thence South $89^{\circ} 22' 10''$ West 9.74 feet; Thence South $00^{\circ} 37' 50''$ East 5.42 feet; Thence North $89^{\circ} 22' 10''$ East 0.99 feet; Thence South $00^{\circ} 37' 50''$ East 23.28 feet to the point of beginning, AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 8 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 443.03 feet to the point of beginning; Thence North $00^{\circ} 37' 50''$ West 23.28 feet; Thence North $89^{\circ} 22' 10''$ East 0.99 feet; Thence North $00^{\circ} 37' 50''$ West 18.02 feet; Thence North $89^{\circ} 22' 10''$ East 5.00 feet; Thence North 00° feet; Thence North 00° feet; Thence South 00° feet; Thence South 00° feet; Thence South $00^{\circ} 37' 50''$ East 18.02 feet; Thence South $89^{\circ} 22' 10''$ West 4.98 feet; Thence South $00^{\circ} 37' 50''$ East 23.28 feet to the South line of vacated Willow Street aforesaid; Thence South $89^{\circ} 22' 10''$ West along said South line 32.56 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 32.98 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3

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aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded In the Recorders Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 434.30 feet to the point of beginning; Thence continue North 89° 22' 10" East 8.73 feet; Thence North 00° 37' 50" West 23.28 feet; Thence North 89° 22' 10" East 0.90 feet Thence North 00° 37' 50" West 5.42 feet Thence South 89° 22' 10" West 9.72 feet; Thence South 00° 37' 50" East 28.70 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27. both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, In Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 37.75 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 8 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of me City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no: 5425935; Thence North 89° 22' '10" East along said South line of vacated Willow Street 443.03 feet, Thence North 00° 37' 50" West 23.28 feet; Thence North 89° 22' 10" East 0.99 feet: Thence North 00° 37' 50" West 18.02 feet; Thence North 89° 22' 10" East 5.00 feet; Thence North 00° 37' 50" West 18.01 feet; Thence North 89° 22' 10" East 11.0; Thence North 00° 37' 50" West 20.50 feet; Thence North 89° 22' 10" East 36.55 feet to the point of beginning; Thence South 00° 37° 50" East 20.50 feet; Thence North 89° 22° 10" East 2.67 feet; Thence North 00° 37' 50" West 20.50 feet; Thence South 89° 22' 10" West 2.75 feet to the point of beginning. AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 In said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded In the Recorders Mice of said Cook County on the 27th day of May, 1914 as document no;5425938; Thence North 89° 22' 10" East along said South tine of vacated Willow Street 523.02 feet to the point of beginning; Thence North 00° 37' 50" West 23.28 fees; Thence South 89° 22' 10" West 5.01 feet; Thence North 00° 37' 50" West 10.02 feet; Thence South 89° 22' 10" West 5.00 feet; Thence North 00° 37' 50" West 18.01 fee.; Thence South 89° 22' 10" West 11.0 feet; Thence North 00° 37' 50" West 20.50 feet; Thence North 89° 22' 10" East 36.46 feet; Thence South 00° 37' 50" East 20.50 feet; Thence North 89° 22' 10" East 11.0 feet Thence South 00° 37' 50" East 18.01 feet; Thence North 59° 22' 10" East 5.02 feet; Thence South 00° 37' 50" East 18.02 feet Thence North 59° 22' 10" East 1.01 feet; Thence South 00° 37' 50" East 23.28 feet to the South line of vacated Willow Street aforesaid; Thence South 89° 22' 10" West along said South line 32.48 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27, both inclusive. in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a

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horizontal plane of 37.75 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and west Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 8 in said Block 3 aforesaid. and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorders Office of said Cook County on the 27th day of May, 1914 as document no;5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 523.02 feet Thence North 00° 37' 50" West 23.28 feet; Thence South 89° 22' 10" West 5.01 feet Thence North 00° 37' 50" West 18.02 feet; Thence South 89° 22' 10" West 5.00 feet; Thence North 00° 37' 50" West 18.01 feet; Thence South 89° 22' 10" West 11.0 feet to the point of beginning, Thence North 00° 37' 50" West 20.50 feet Thence South 89° 22' 10" West 2.76 feet; Thence South 00° 37' 50" East 20.50 feet; Thence North: 89° 22' 10" East 2.78 foot to the point of beginning AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27. both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31, Township 41 North, Range 14. East of the Third Principal Meridian, in Cook County, Illinois, together with pan of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 35.05 feet above Chicago City Datum described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said paint being 11.70 feet South of the Southwest corner of Lot Sin said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorders Office of said Cook County on the 27th day of May. 1914 as document no:5425936; Thence North 89° 22' 10" East along said South line of vacated Willow Street 555.50 feet to the point of beginning; Thence continue North 89° 52' 10" East 8.76 feet Thence North 00° 37' 50" West 28.78 feet; Thence South 89° 52' 10" West 9.77 feet; Whence South 00° 37' 50" West 5.50 feet; Thence North 89° 52' 10" East 1.01 feet; Thence South 00° 37' 50" West 23.28 feet to the point of beginning. AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street. said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorders Office of said Cook County on the 27th day of May, 1914 as document no;5425938; Thence North 89° 22' 10" East along said South line of vacated Willow Street 572.95 feet to the point of beginning; Thence North 00° 37' 50" West 23.79 feet; Thence North 89° 22' 10" East 1.50 feet; Thence North 00° 37' 50" West 10.87 feet; Thence North 89° 22' 10" East 2.23 feet; Thence North 00° 37' 50" West 29.91 feet; Thence North 89° 22' 10" East 23.35 feet; Thence South 00° 37' 50" East 42.07 feet; Thence South 89° 22' 10" West 5.52 feet; Thence South 00° 37' 50" Fast 4.50 feet to the South line of vacated Willow Street aforesaid; Thence South 89° 22' 10" West along said South line 21.58 feet to the point of beginning, AND ALSO EXCEPT Those portions of the land, property and space of Lots 1 through 27. both inclusive, in Block 3 in Bradwell's Addition to Chicago in the Southwest Quarter of Section 31. Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, together with part of the vacated alleys in said Block 3 and part of vacated West Willow Street lying above a horizontal plane of 35.05 feet above Chicago City Datum

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described as follows: commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425936: Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 584.26 feet to the point of beginning; Thence North $89^{\circ} 22' 10''$ East 8.70 feet; Thence North $00^{\circ} 37' 50''$ West 23.79 feet; Thence North $89^{\circ} 22' 10''$ East 1.50 feet; Thence North $00^{\circ} 37' 50''$ West 4.99 feet; Thence South $59^{\circ} 52' 10''$ West 10.20 feet; Thence South $00^{\circ} 37' 50''$ East 28.78 feet to the point of beginning. AND ALSO EXCEPT THAT PART described as follows:

commencing at the Northeast corner of North Hoyne Avenue and West Willow Street, said point being 11.70 feet South of the Southwest corner of Lot 6 in said Block 3 aforesaid, and being established by vacation ordinance passed by the City Council of the City of Chicago on the 27th day of April 1914 and recorded in the Recorder's Office of said Cook County on the 27th day of May, 1914 as document no:5425936; Thence North $89^{\circ} 22' 10''$ East along said South line of vacated Willow Street 603.38 feet to a point on the East line of said Block 3 produced South 11.6 feet South of the Southeast corner thereof; Thence North $00^{\circ} 05' 07''$ East along said Southerly extension and the East line of said Block 3 for a distance of 80.73 feet to the point of beginning; Thence continue North $00^{\circ} 05' 07''$ East along said East line 23.01 feet to a point on a curved line convex to the North, concentric, parallel with, a distance of 21 feet South from the center line of Soo Line Railroad Company main tract; Thence Westerly along said curved line having a radius of 1385.13 feet for a distance of 28.71 feet (the chord of said curve having a bearing of North $77^{\circ} 33' 48''$ West a distance of 28.71 feet); Thence South $00^{\circ} 37' 50''$ East 36.97 feet; Thence North $89^{\circ} 22' 10''$ East 22.37 feet; Thence North $00^{\circ} 37' 50''$ West 7.47 feet; Thence North $89^{\circ} 22' 10''$ East 6.31 feet to the point of beginning, in Cook County, Illinois.

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EXHIBIT 1 LEGAL DESCRIPTION

SOUTH TRACT PARCEL 1

THOSE PORTIONS OF LOTS 1 AND 2, AND LOTS 7 THROUGH 27, BOTH INCLUSIVE IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO, IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF THE VACATED ALLEYS IN SAID BLOCK 3 AND PART OF VACATED WEST WILLOW STREET WHICH ARE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET, SAID POINT BEING 11.70 FEET SOUTH OF THE SOUTH WEST CORNER OF LOT 6 IN SAID BLOCK 3 AFORESAID, AND BEING ESTABLISHED BY VACATION ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON THE 27TH DAY OF APRIL 1914 AND RECORDED IN THE RECORDER'S OFFICE OF SAID COOK COUNTY ON THE 27TH DAY OF MAY, 1914 AS DOCUMENT NO. 5425936; THENCE RUNNING NORTH ALONG THE EAST LINE OF NORTH HOYNE AVENUE TO A POINT IN A LINE PARALLEL WITH AND 105 FEET DISTANT FROM THE SOUTH LINE OF THAT PART OF WEST WILLOW STREET AS VACATED BY SAID ORDINANCE OF APRIL 27, 1914 BEING THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES, 2 MINUTES, 10 SECONDS EAST ALONG SAID PARALLEL LINE 205 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF NORTH HOYNE AVENUE 105 FEET TO THE SOUTH LINE OF SAID VACATED PART OF WEST WILLOW STREET; THENCE NORTH 89 DEGREES, 22 MINUTES, 10 SECONDS EAST ALONG SAID LAST DESCRIBED LINE 398.12 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 3 PRODUCED SOUTH 11.6 FEET SOUTH OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH 00 DEGREES, 06 MINUTES, 34 SECONDS EAST ALONG THE SOUTHERLY PRODUCTION AND THE EAST LINE OF SAID BLOCK 3, 103.74 FEET, SAID POINT BEING ON A CURVED LINE CONVEX TO THE NORTH, CONCENTRIC, PARALLEL WITH, A DISTANCE OF 21 FEET SOUTH FROM THE CENTER LINE

OF THE SOO LINE RAILROAD COMPANY MAIN TRACK; THENCE WESTERLY ON A CURVED LINE HAVING A RADIUS OF 1385.13 FEET CONVEX TO THE NORTH AN ARC DISTANCE OF 273.93 FEET, THE CHORD OF SAID ARC BEING 273.48 FEET HAVING A BEARING OF NORTH 82 DEGREE, 37 MINUTES, 56 SECONDS WEST TO A POINT OF COMPOUND CURVE SAID LINE ALSO BEING 21 FEET SOUTHERLY OF AND PARALLEL THENCE WESTERLY ON A CURVED LINE HAVING A RADIUS OF

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6661.65 FEET CONVEX TO THE NORTH AN ARC DISTANCE OF 332.14 FEET TO THE EAST LINE OF NORTH HOYNE AVENUE. THE CHORD OF SAID ARC BEING 332.11 FEET HAVING A BEARING OF SOUTH 89 DEGREES, 02 MINUTES, 17 SECONDS WEST; SAID LINE ALSO BEING 21 FEET SOUTHERLY OF AND PARALLEL WITH THE CENTER LINE OF THE SOO LINE RAILROAD COMPANY MAIN TRACK; THENCE SOUTH ON THE EAST LINE OF NORTH HOYNE AVENUE (ALSO BEING THE WEST LINE OF BLOCK 3) 34.85 FEET TO THE POINT OF BEGINNING.

ADDRESS: "RAILROAD PROPERTY" PIN(S): 14-31-323-020

SOUTH TRACT.PARCEL 2: PARCEL A:

THOSE PORTIONS OF LOTS 4 TO 10 BOTH INCLUSIVE IN BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF VACATED ALLEY IN SAID. BLOCK 3 AND THAT PART OF VACATED WEST WILLOW STREET WHICH ARE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF NORTH HOYNE AVENUE AND WEST WILLOW STREET, SAID POINT BEING 11.70 FEET SOUTH OF SOUTH WEST CORNER OF SAID LOT 6 IN BLOCK 3 AFORESAID AND BEING ESTABLISHED BY VACATION ORDINANCE PASSED BY CITY COUNCIL OF CITY OF CHICAGO OF APRIL 27, 1914 AND RECORDED ON MAY 27, 1914 AS DOCUMENT 5425936; THENCE RUNNING NORTH ALONG EAST LINE OF NORTH HOYNE AVENUE A DISTANCE OF 78.69 FEET TO NORTH LINE OF LOT 4 IN SAID BLOCK 3; THENCE EAST ALONG SAID NORTH LINE 100 FEET TO WEST LINE OF NORTH AND SOUTH PUBLIC ALLEY VACATED 3Y SAID ORDINANCE OF APRIL 27, 1914; THENCE NORTH ALONG WEST LINE OF SAID VACATED ALLEY 26.33 FEET MORE OR LESS TO A POINT IN A LINE PARALLEL WITH AND 105 FEET DISTANT FROM SOUTH LINE OF THAT PART OF WEST WILLOW STREET AS VACATED BY SAID ORDINANCE OF APRIL 27, 1914; THENCE EAST ALONG SAID PARALLEL LINE 105 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF NORTH HOYNE AVENUE 105 FEET TO SOUTH LINE OF SAID VACATED PART OF WEST WILLOW STREET; THENCE WEST ALONG SAID LAST DESCRIBED LINE 205 FEET TO PLACE OF BEGINNING, ALSO PARCEL B:

LOT 3 IN BLOCK 3 IN SAID BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO PARCEL C:

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ALL THAT PART OF LOT 2 IN SAID BLOCK 3 IN BRADWELL'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 31, TOWNSHIP 40, NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE PARALLEL TO AND 105 FEET NORTH OF SOUTH LINE OF THAT PART OF WEST WILLOW STREET AS VACATED BY CITY COUNCIL OF CITY OF CHICAGO BY AFORESAID ORDINANCE PASSED ON APRIL 27, 1914 ALL IN COOK COUNTY, ILLINOIS.

<u>Pin</u>	<u>Common Address in Chicago, Illinois 60647</u>	<u>Unit</u>
14-31-323-021-0000	1767 N HOYNE	A
14-31-323-022-0000	1767 N HOYNE	B
14-31-323-023-0000	1767 N HOYNE	C
14-31-323-024-0000	1767 N HOYNE	D
14-31-323-025-0000	1767 N HOYNE	E
14-31-323-026-0000	1767 N HOYNE	F
14-31-323-027-0000	1767 N HOYNE	G
14-31-323-028-0000	1767 N HOYNE	H
14-31-323-029-0000	1767 N HOYNE	I
14-31-323-030-0000	1767 N HOYNE	J
14-31-323-031-0000	1767 N HOYNE	K
14-31-323-032-0000	1767 N HOYNE	L
14-31-323-033-0000	1767 W WILLOW	M
14-31-323-034-0000	1767 W WILLOW	N
14-31-323-035-0000	1767 N HOYNE	O
14-31-323-036-0000	1759 N HOYNE	
14-31-323-037-0000	1757 N HOYNE	
14-31-323-038-0000	2050 W WILLOW	E
14-31-323-039-0000	2050 W WILLOW	D
14-31-323-040-0000	2050 W WILLOW	C
14-31-323-041-0000	2050 W WILLOW	B
14-31-323-042-0000	2050 W WILLOW	A
14-31-323-043-0000	2046 W WILLOW	E
14-31-323-044-0000	2046 W WILLOW	D
14-31-323-045-0000	2046 W WILLOW	C
14-31-323-046-0000	2046 W WILLOW	B
14-31-323-047-0000	2046 W WILLOW	A
14-31-323-048-0000	2038 W WILLOW	D
14-31-323-049-0000	2038 W WILLOW	C
14-31-323-050-0000	2038 W WILLOW	B
14-31-323-051-0000	2038 W WILLOW	A
14-31-323-052-0000	2034 W WILLOW	D
14-31-323-053-0000	2034 W WILLOW	C

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14-31-323-054-0000	2034 W WILLOW	B
14-31-323-055-0000	2034 W WILLOW	A
14-31-323-056-0000	2024 W WILLOW	E
14-31-323-057-0000	2024 W WILLOW	D
14-31-323-058-0000	2024 W WILLOW	C
14-31-323-059-0000	2024 W WILLOW	B
14-31-323-060-0000	2024 W WILLOW	A
14-31-323-061-0000	2020 W WILLOW	E
14-31-323-062-0000	2020 W WILLOW	D
14-31-323-063-0000	2020 W WILLOW	C
14-31-323-064-0000	2020 W WILLOW	B
14-31-323-065-0000	2020 W WILLOW	A
14-31-323-066-0000	2012 W WILLOW	D
14-31-323-067-0000	2012 W WILLOW	C
14-31-323-068-0000	2012 W WILLOW	B
14-31-323-069-0000	2012 W WILLOW	A
14-31-323-070-0000	2008 W WILLOW	G
14-31-323-071-0000	2008 W WILLOW	F
14-31-323-072-0000	2008 W WILLOW	E
14-31-323-073-0000	2008 W WILLOW	D
14-31-323-074-0000	2008 W WILLOW	C
14-31-323-075-0000	2008 W WILLOW	B
14-31-323-076-0000	2008 W WILLOW	A
14-31-323-077-0000	W WILLOW ST	