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**AMENDED AND RESTATED DECLARATION  
OF COOPERATIVE TOWNHOME  
OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS AND  
COVENANTS FOR NORMANDY HILL  
TOWNHOME ASSOCIATION**

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**AMENDED AND RESTATED DECLARATION OF COOPERATIVE  
TOWNHOME OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND  
COVENANTS FOR NORMANDY HILL TOWNHOME ASSOCIATION**

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**AMENDED AND RESTATED DECLARATION OF COOPERATIVE  
TOWNHOME OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND  
COVENANTS FOR NORMANDY HILL TOWNHOME ASSOCIATION**

This Amended and Restated Declaration of Cooperative Ownership and of Easements, Restrictions and Covenants has been approved by three-fourths (3/4) of the Owners, pursuant to Article XI, Section 10 of the original Declaration .

**WHEREAS**, the property described in Exhibit A of this Declaration was submitted to a Declaration of Cooperative Townhome Ownership and of Easements, Restrictions and Covenants for Normandy Hill Townhome Association on March 20, 1972, and recorded with the Recorder of Deeds of Cook County, Illinois as Document Number 2613345 ("Original Declaration"); and

**WHEREAS**, it is the purpose of this Amended and Restated Declaration to set out the provisions governing the use, occupancy, administration and maintenance of the property for the mutual use, benefit and enjoyment thereof by the Owners.

**NOW, THEREFORE**, the Declaration is hereby amended and restated to be and read, in its entirety, as follows:

**ARTICLE I**

**DEFINITIONS**

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

**1.01 Declaration**. This instrument by which the property is subjected to certain easements and restrictions.

**1.02 Parcel**. The entire tract of real estate above described.

**1.03 Buildings**. The Buildings located on the Parcel containing the Townhome Units.

**1.04 Property**. All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.

**1.05 Unit**. A part of the Property consisting of real estate and a portion of a Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a single family dwelling or such other uses permitted by this Declaration, hereinafter sometimes also referred to as a Townhome.

**1.06 Person.** A natural individual, partnership, trustee or other legal entity capable of holding title to real property.

**1.07 Owner.** The person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a unit. For the purpose of Article VIII hereof, unless otherwise specifically provided therein, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding legal title to a Unit.

**1.08 Occupant.** Person or persons other than an Owner in possession of a Unit.

## ARTICLE II

### EASEMENTS

**2.01 Easements to Run with Land.** All easements and rights described herein are easements appurtenant, running with the land and, so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on any Owner, purchaser, mortgagee and other Person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

**2.02 Access Easement.** Each Owner of a Parcel shall have a non-exclusive perpetual easement for ingress to and egress from his Parcel to public streets and roads over and across the Property, which easement shall run with the land, be appurtenant to and pass with title to every Parcel. The County, the Village or any other governmental authority which has jurisdiction over the Parcel shall have a non-exclusive easement of access over roads and driveways located on the Property for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees and agents shall have the right of ingress to, egress from, and parking on the Property, and the right to store equipment on the Property, for the purpose of furnishing any maintenance, repairs or replacements of the Property and Townhomes, as required or permitted hereunder.

**2.03 Right of Enjoyment.** Each Owner shall have the non-exclusive right and easement to use and enjoy the Property and the exclusive right to use and enjoy the Owner's Townhome. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Parcel, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the

Association, including the right of the Association to come upon a Parcel to furnish services hereunder.

**2.04 Delegation of Use.** Subject to the provisions of this Declaration, the By-Laws and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Property and the Owner's Home and Home Exterior to Residents of the Owner's Home. An Owner shall delegate such rights to contract purchasers of the Owner's Parcel who are Residents.

**2.05 Utility Easements.** The Village, SBC or other telephone company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Property and Townhomes for the purpose of providing utility services to the Premises or any other portion of the Development Area.

**2.06 Easements, Leases, Licenses and Concessions.** The Association shall have the right and authority from time to time to lease or grant easements, licenses or concessions with regard to any portions or all of the Property for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Property shall be used to pay the Common Expenses. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney in fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly recorded.

**2.07 Association's Access.** The Association shall have the right and power to come onto any part of the premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

**2.08 No Dedication to Public Use.** Except for easements granted or dedications made as permitted in Section 2.01, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

**2.09 Easement for Encroachment.** In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Parcel, any improvement which is intended to service and/or be part of the Parcel shall encroach upon any part of any other Parcel or upon the Property or any improvement to the Property shall encroach upon any part of a Parcel, then there shall be deemed to be

an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, wilful or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Parcel shall have an easement appurtenant to their Parcel for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Parcel:

(a) the eaves, gutters, downspouts, fascia, flashings and like appendages which serve the Townhome or the Parcel;

(b) balconies, steps, porches, door entries and patios which serve the Townhome or the Parcel;

(c) plantings or other devices used or installed for flood control.

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

### ARTICLE III

#### ADMINISTRATION

**3.01. Association.** The Normandy Hill Townhome Association, an Illinois not-for-profit corporation.

**3.02. Board of Managers.** The direction and administration of the Association shall be vested in its Board of Managers ("Board"), consisting of nine (9) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be an Owner and, if an Owner of a Unit, provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner or other designated agent of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

**3.03. Voting Rights.** There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Unit, or may be some person designated by such Owner or Owners to act as proxy on his or their 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 actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group, acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

### **3.04. Meetings.**

(a) Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. At any meeting of the voting members, the presence in person or by proxy of the voting members for at least fifty-one percent (51%) of the number of Units in the Association shall constitute a quorum. Except as otherwise required by the terms of this Declaration, 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 for at least fifty-one percent (51%) of those Units which are present, in person or by proxy, at such meeting.

(b) **Annual Meeting.** There shall be an annual meeting of the voting members on the second Tuesday of May or such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting.

(c) **Special Meetings.** Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members for at least one-fifth (1/5) of the number of Units and delivered not less than ten (10) days nor more than sixty (60) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

**3.05. Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

### **3.06. Election of Board of Managers.**

(a) In all elections for members of the Board, each voting member shall be entitled to vote 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.



Successors shall be elected for a term of two (2) years each. The voting members for at least two-thirds (2/3) of the number of Units may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually.

(b) Members of the Board shall receive no compensation for their services.

(c) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Board at any regular or special Board meeting, and said appointee shall serve until the next annual election.

(d) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists.

(e) Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(f) A majority of the total number of members of the Board shall constitute a quorum.

(g) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect.

(h) Any Board member may be removed from office by the affirmative vote of the voting members for at least two-thirds (2/3) of the number of Units, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

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

(j) Each meeting of the Board, to the extent required by law, shall be open to any Owner and, if required under the Act, notice of such meeting shall be mailed or personally delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

(k) No Director shall be compensated by the Association for services rendered to the Association. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

**3.07. General Powers of the Board.** The Board, for the benefit of all the Owners, shall acquire and shall pay for (except for the insurance provided for in (b) below, which the Board may acquire and only then shall pay for) out of the maintenance fund hereinafter provided for, the following:

(a) Waste removal, professional management fees, electricity and other necessary utility service.

(b) A policy or policies of insurance insuring the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Units.

(i) Prior to obtaining any such policy or policies of insurance or any renewal thereof, the Board, at its election, may from time to time obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board.

(ii) All such policies of insurance:

(A) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each Unit, if any, as their respective interests may appear;

(B) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner;

(C) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit;

(D) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, if any, their respective employees and agents, and Owners and Occupants; and

(E) shall contain a "Replacement Cost Endorsement". Notwithstanding the issuance of standard mortgage clause endorsements, any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration; provided, however, that if the Board fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time required by law, and any mortgagee or mortgagees are required to avail themselves of their rights under the standard mortgage clause endorsement to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration, and the By-Laws. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00, the Board upon written demand of the mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. If secured, the fees of such Insurance shall be common expenses.

(iii) In the event the Board does not secure the insurance referred to in this Article III, Paragraph 3.07 (b), each Owner shall be obligated to secure a policy or policies of insurance insuring his Unit against the loss or damage by the perils of fire, lightning, and those contained in the extended coverage, vandalism and malicious mischief endorsements for the full insurable replacement value of each Unit. Said policy shall contain an endorsement to the effect that it may not be

terminated for non-payment of premiums without at least ten (10) days prior written notice to the Board and shall also contain a "Replacement Cost Endorsement." A certificate of said insurance policy shall be delivered to the Board. In the event the Owner fails to secure such insurance, the Board shall have the right to secure same and charge the Owners the cost thereof plus interest at the rate of seven percent (7%) per annum as a special assessment. In the event the Owner or Owners do not pay said special assessment, the Board shall have a lien on the Unit which may be enforced in the same manner as provided in Paragraph (g) of Article V hereof.

(iv) In the event of damage to a Unit or Units by fire or other hazards, within sixty (60) days after the occurrence of such damage unless otherwise prevented by matters such as weather or acts of God beyond the control of the Owner, and in such event at the earliest possible date, said Unit or Units shall be restored by the Owner or Owners thereof to substantially the same condition and design as existed prior to the occurrence of the damage, utilizing the same or similar materials and being constructed within the same vertical and horizontal boundaries as existed prior to such damage. In the event of the failure of the Owner or Owners to make such repairs, the Board may make or cause such repairs or construction, as may be required and charge the Owner or Owners with the cost thereof, plus interest at the rate of seven percent (7%) per annum as a special assessment. In the event the Owner or Owners do not pay said special assessment, the Board shall have a lien on the Unit which may be enforced in the same manner as provided in Paragraph (g) of Article V hereof.

(v) Each owner must submit a certificate of insurance to the Board on an annual basis evidencing coverage on their Unit and the contents thereof in a minimum amount of \$40,000 for property insurance, and a minimum of \$300,000 for general liability insurance. The Board reserves the right to increase said insurance limits upon approval of a majority of the Board members at a regular Board meeting. Notice of said increase must be provided to the owners no later than thirty (30) days after the date of the Board meeting in which the Board voted to increase said limits.

(c) Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Owners from any liability in connection with the Property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its

judgment shall elect to effect.

(e) The services of any person or firm employed by the Board.

(f) Upon authorization by the affirmative vote at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of real property taxes, special assessments, or any other special taxes or charges of the State of Illinois or of any political subdivision thereof or their lawful taxing or assessing body and to charge and collect all expenses incurred in connection therewith as common expenses.

(g) Landscaping, snow removal, exterior painting, tuckpointing, repair and replacement of the exteriors of each of the Units (but not including the sliding glass doors and windows appurtenant to the Units and the interior of the Units, which the owners shall paint, clean, decorate, maintain and repair) as well as clean the downspouts, repair and replacement of the light post, and repair of the sewer line from the wall of the townhome to the main sewer located in the street.

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by-law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class townhome development or for the enforcement of these restrictions.

(i) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Property, and an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of such maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such owner for the cost of said maintenance or repair.

(j) The Board or its agents upon reasonable notice may enter any Unit or any portion of the Property when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay out of the maintenance fund any structural alterations, capital additions to, or capital improvements of any Unit (other than for purposes of replacing or restoring portions of such Unit, subject to all the provisions of this Declaration) requiring an expenditure in

excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of at least two-thirds (2/3) of the number of Units.

(l) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

(m) The Board, by vote of at least four-fifths (4/5) of the Board members, and without approval from any of the voting members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of that portion of the Property over which it is hereby given responsibility, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all owners and the entire Property shall at all times be maintained subject to such rules and regulations.

(n) The Board may elect to have the cost of any or all of the goods and services described in subsections (a) and (e) above, assessed specially to each owner in proportion to his use of or benefit from such goods and services.

(o) To estimate and provide each Owner with an annual budget as provided for in the Declaration;

(p) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

(q) To enforce the covenants of the Declaration, By-Laws and Rules and Regulations on behalf of all the members of the Association, including but not limited to the levying of a fine for non-compliance;

(r) To own, convey, encumber, lease, or otherwise deal with Townhome Units or other real property conveyed to or purchased by the Association; and

(s) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Townhome Property.

(t) Nothing hereinabove contained shall be construed to give, the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

**3.08. Liability of the Board of Managers.** The members of the Board of Managers shall not be personally liable to the owners or others for any mistake of judgment or for any acts or omissions made in good faith as such Board members or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Managers, against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Owners, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Managers, or out of the aforesaid indemnity in favor of the members of the Board of Managers, shall be limited to such proportion of the total liability thereunder as his Unit bears to the total number of Units subject to this Declaration. Every agreement made by the Board of Managers, or by the managing agent on behalf of the Owners shall provide that the members of the Board of Managers or the managing agent, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Unit bears to the total number of Units subject to this Declaration.

#### **ARTICLE IV**

#### **MAINTENANCE**

##### **4.01. Landscaping and Lawn Maintenance Service.**

(a) No changes or additions may be made unless the consent of the Board is first obtained, and then only if said changes or additions are consistent with the landscaping plan of the entire Normandy Hill Development.

(b) The Association shall be responsible for the care, maintenance and watering of all landscaping and also the replacement thereof as may be required from time to time, unless such replacement is required due to the negligence or voluntary act of an Owner or Owners, in which case such cost shall be paid by the party or parties at fault.

(c) Each owner shall have the right to plant or install additional shrubs, plants or trees, but only within the limits of the rear yard fences and only so long as such additions do not interfere with or alter the existing landscaping or the maintenance personnel performing their duties. The maintenance, care and replacement of the landscaping provided for in this subparagraph (c) shall be the responsibility of the installing Owner.

**4.02. Snow Removal.** The Board shall contract for or otherwise cause the removal of snow from all sidewalk entrance ways and driveways falling within the Property. The cost thereof shall be a common expense.

**4.03 Exterior Repainting.** At least once every five (5) years, unless the Board

deems it unnecessary, the exterior surfaces (except masonry or similar materials) shall be painted in any color scheme agreed upon by the Board.

**4.04 Driveway and Walkway Repair.** Whenever private driveways shall require repair or replacement, such construction shall be on the same location and be of the same size and of the same or similar materials and of like quality to the original construction. The cost of such repairs or replacements shall be borne by the individual Unit Owner. The Association shall be liable for sealcoating of the driveways only. The Board has the right to require owners to repair or replace the driveway at their sole cost and expense, when, in the sole discretion of the Board, the driveway is in need of repair or replacement. Owners shall be responsible for the costs to repair and replace the concrete entrance walks of their Unit.

**4.05 Roofs.** The Association shall only be responsible for normal maintenance of the roofs of each building, however, the costs for replacement of the roof shall be the responsibility of the Owner. The Association shall have the authority to, but shall not be required to, arrange for the replacement of the roofs of the building, and either (a) pay for the costs to replace the roofs and charge back each owner directly or (b) direct each owner to pay for the replacement of their roof directly.

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

## ARTICLE V

### ASSESSMENTS - MAINTENANCE FUND

(a) Each year on or before November 1<sup>st</sup>, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 1<sup>st</sup> notify each Owner in writing as to the amount of each estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be divided equally among all of the Units subject to this Declaration and assessed to the Owners thereof. On or before January 1<sup>st</sup> of the ensuing year, and the 1<sup>st</sup> of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before April 1<sup>st</sup> of each calendar, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the



preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves.

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate, which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any owner's assessment, the Board may at any time levy a further assessment. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(c) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than thirty (30) days after such new annual or adjusted estimate shall have been mailed or delivered.

(d) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures for which it is responsible, specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(e) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all of the Owners equally.

(f) If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring

suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit or the Owner involved when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate. No lien for such unpaid expenses will be prior to the lien of any mortgage which was recorded prior to the recording of a notice of such lien for unpaid expenses, specifying the amount thereof and the Unit to which they relate. If any mortgagee acquires the ownership of a Unit, by purchase, acceptance of a deed in lieu of foreclosure, acceptance of a deed upon expiration of any redemption period following foreclosure, or otherwise, such Unit will be subject to the lien of such expenses as provided herein.

This Declaration may not be amended in any way which would adversely affect the interest of any mortgagee.

(g) No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Unit.

## ARTICLE VI

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

(a) No Units shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two (2) or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of a Building separating any two or more adjoining Units may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) Each Owner shall be obligated to maintain and keep in good order and repair the interior of his own Unit.

(c) Nothing shall be done or kept in any Unit which will increase the rate of insurance on a Building or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any law. No waste shall be permitted on the Property.

(d) Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

(e) Owners shall not cause or permit any alteration of or anything to be placed on the outside walls of Buildings and no sign, storm sash, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. No radio or television antenna may be installed on a chimney, without prior Board consent, and no part of any such antenna may exceed the top of the parapet wall of any Building unless it is located on the rear of the building so as not to be visible from the front of the building or the street. Other than the repair or replacement of the original fences, no fence may be erected without the prior approval of the Board. Any and all satellite dishes must be installed in accordance with the rules and regulations adopted by the Board.

(f) The use and the covering of the interior surfaces of the glass doors appurtenant to the Units whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board.

(g) Storm door and windows must be brown in color.

(h) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.

(i) No noxious or offensive activity shall be carried on an any Unit, 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.

(j) Nothing shall be done in any Unit which will impair the structural integrity of the Building in which it is located or which would structurally change the Building except as is otherwise provided herein.

(k) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed, and the Unit and adjacent land shall be kept free and clear of rubbish, debris and other unsightly materials.

(l) Parking of baby carriages, playpens, bicycles, wagons, toys,

vehicles, benches, sand boxes, or chairs on the front lawns, parkways, sidewalks or front entries, playground equipment or temporary swimming pools may not be left unattended or outside overnight.

(m) There may be no temporary or permanent structures built on the Property without first obtaining the prior written consent of the Board.

(n) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, shall be conducted, maintained, or permitted in any Unit.

(o) No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

(p) Nothing shall be altered or constructed on the exterior of the Unit, except upon the prior written consent of the Board.

(q) The Unit restrictions an paragraph (a) and (m) of this Article VI shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining his/ her personal professional library therein; (b) keeping his/ her personal business or professional records or accounts therein; or (c) handling his/ her personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraph (a) or (m) of this Article.

(r) No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon the Property.

(s) The Owners or Occupants of all units shall use their respective garages for the parking or storage of their motor vehicles. The use of any driveway or driveway entrance to a garage as a habitual or permanent parking place is prohibited.

## ARTICLE VII

### PARTY WALLS

**7.01** A party wall is a wall constructed on the Property line between two Units and lying partially within both Units used as a dividing wall between the two Units and as an exterior wall for each such Unit.

**7.02** The title of each Unit Owner to the portion of each party wall within such Unit is subject to a cross easement in favor of the adjoining Unit owner for joint use of said wall.

**7.03** In the event it is necessary to repair or rebuild any party wall or portion thereof, the expense shall be divided equally between the two adjoining Owners. However, if such repairs or rebuilding are caused by the act, intentional or accidental, of one adjoining owner, said Owner shall bear the full cost. If repairs or reconstruction are required only on that portion of a party wall falling entirely within a Unit, the cost shall be borne entirely by the Unit Owner on whose side the damage occurred. All repairs must be made in accordance with Village Code, including all permits, licenses and fees.

**7.04** The easements created herein shall not terminate in the event of the destruction of any party wall. In the event of such destruction, any Owner who shall have reconstructed a party wall shall be entitled to recover from the adjoining Owner, upon demand, a sum equal to fifty percent (50%) of the cost of reconstruction, including foundations and necessary supports, except as provided in subparagraph 3 of this Article.

**7.05** Whenever any party wall or portion thereof shall be repaired or reconstructed, it shall be placed on the same line, be of the same size and constructed of the same or similar materials and of like quality as the wall being repaired or reconstructed.

## ARTICLE VIII

### SALE, LEASING OR OTHER ALIENATION

**8.01 Sale.** Any Owner who wishes to sell his unit shall give to the Board not less than thirty (30) days prior written notice of the terms of any contemplated sale, together with the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase such Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner may, at the expiration of said thirty-day period and at any time within ninety (90) days after the expiration of said period, contract to sell such Unit to the proposed purchaser named in such notice upon the terms specified therein. If the owner fails to close said proposed sale transaction within said ninety (90) days, the Unit shall again become subject to the Board's right of first refusal as herein provided.

**8.02 Gift.** Any Owner who wishes to make a gift of his Unit or any interest therein shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners, shall at all times have the

first right and option to purchase such Unit or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift may each appoint a qualified real estate appraiser to act as arbitrators. The two (2) arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board. If the Board shall fail to select an appraiser as aforesaid the Board's option hereunder shall be deemed waived. If the Owner desiring to make such gift shall fail to select an appraiser, then the appraiser designated by the Board shall make the appraisal. The Board's option to purchase the Unit or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the Owner desiring to make such gift within said forty-five (45) day period.

**8.03 Devise.** In the event any owner dies leaving a will devising his Unit or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit, or interest therein, either from the devisee or devisees thereof named in said will, or if a power of sale is conferred by said will or by law upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board may appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit, or interest therein, devised by the deceased owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If the Board shall fail to select an appraiser as aforesaid, the Board's option thereunder shall be deemed waived. If said devisee or devisees, or personal representative, as the case may be, shall fail to select an appraiser, then the appraiser designated by the Board shall make the appraisal. The Board's right to purchase the Unit, or interest therein, at the price determined by the appraisal shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to

have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

**8.04 Involuntary Sale.** (a) In the event any Unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of his intention so to do, whereupon the Board acting on behalf of the Owners shall have an irrevocable option to purchase such Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article V hereof.

**8.05 Exercise of Option.** The Board, by the affirmative vote of at least four-fifths (4/5) of the Board members, and upon not less than fifteen (15) days prior written notice thereof to all the Owners, may exercise any option hereinabove set forth to purchase any Unit or interest therein. The Board or its duly authorized representative, acting on behalf of the Owners, by the affirmative vote of at least four-fifths (4/5) of the Board members, and upon not less than fifteen (15) days prior written notice thereof to all the owners, may bid to purchase at any sale of a Unit or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court. The written notice to all the Owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit or interest therein

**8.06 Release or Waiver of Option.** Upon the affirmative vote of at least two-fifths (2/5) of the Board members, any of the options contained in this Article may be released or waived and the Unit or interest therein which is subject to an option set forth in this Article may be sold, conveyed, given or devised free and clear of the provisions of this Article.

**8.07 Proof of Termination of Option.** A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article as hereinabove set forth have been met by an owner, or waived or released by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact

complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or released, upon request at a reasonable fee not to exceed TEN DOLLARS. (\$10.00).

**8.08 Financing of Purchase Under Option.** (a) Acquisition of Units or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment equally against each Owner, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article V hereof.

(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit or interest therein, authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit or interest therein to be acquired.

**8.09 Title to Acquired Interest.** Units or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Units or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8 (a) of this Article.

**8.10 Exceptions to Board's Right of First Refusal.** The Board's right of first refusal as provided in Sections 1, 2 and 3, of this Article shall not apply to any sale, gift, devise or other transfer by any corporation, trust or other entity when the original Owner or persons having at least majority control of said Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-Owners of the same Unit, or to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner the spouse or lawful children of the Owner, or any one or more of them, or from any trustee of a trust to any one or more of the beneficiaries of such trust.

**8.11 Lease of a Unit.** Pursuant to the Amendment to the Declaration, Owners are prohibited from leasing their Units.

(a) Any Owner may lease to a blood relative as defined herein. A blood relative shall be defined as only parents and children of an Owner. The Board reserves the right to request documentation substantiating that the tenant is a blood relative of the Owner. The decision of the Board shall be final and binding.

(b) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board



of Managers may be subject to a flat or daily fine to be determined by the Board of Managers upon notice and an opportunity to be heard.

(c) In addition to the authority to levy fines against the Owner for violation of the prior Amendment, Article 8, Section 2, or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or tenant, under 735 ILCS 5/9 et. seq., an action for injunctive and other equitable relief, or an action at law for damages.

(d) Any action brought on behalf of the Association and/or the Board of Managers to enforce the prior Amendment, Article 8, Section 2, shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

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

## ARTICLE IX

### REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

**9.01 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, 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, 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. 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 lawful rate per annum until paid, shall be charged to and assessed against such defaulting 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 Unit of such defaulting owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

**9.02 Involuntary Sale.** If any owner (either by his own conduct or by the conduct of any other Occupant of his Unit) 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 thirty (30) 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 day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of 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 Unit owned by him on account of the breach of covenant, and ordering that the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) 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 Property 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 the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and, subject to the Board's rights as provided in Section 4, Article VIII hereof, to immediate possession of the Unit 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 Property sold subject to this Declaration.

## ARTICLE X

### NORMANDY HILL HOMEOWNERS ASSOCIATION

**10.01** In addition to the NORMANDY HILL TOWNHOME ASSOCIATION, a not-for-profit corporation under the general Not For Profit Corporation Act of the State of Illinois having the name "NORMANDY HILL HOMEOWNERS ASSOCIATION" or a similar name which corporation (hereinafter referred to as the "Homeowners Association") shall be the owner of and the governing body for the maintenance and administration of the recreation facilities, certain landscaped areas, parking areas, roadways and driveways as owned by the Homeowners Association.

**10.02** Every owner shall be a member of the Homeowners Association, which membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his Unit at which time the new owner shall automatically become a member thereof.

**10.03** Every Owner by acceptance of a deed to his Unit takes ownership subject to the covenants, conditions and restrictions set forth in the Declaration of said Homeowners Association and further covenants and agrees to pay to the Homeowners Association such assessments as are levied by the said Homeowners Association. Such assessments shall be a charge and lien against the Owner's Unit as well as the personal obligation of the Owner of the Unit at the time the assessment falls due, all as

set forth in said Homeowners Association's Declaration. The personal obligation shall not pass to an owner's successor in title. The provisions of the Article V, paragraph (g) shall apply to said assessments. All assessments by the Homeowners Association may be charged and collected by the Townhome Board for payment to the Homeowners Association.

**10.04** Every owner shall have an easement for ingress and egress over and across the area owned, maintained, and administered by the said Homeowners Association. The easement shall run with the land as described in Article II.

**10.05** Membership in the Homeowners Association shall be limited to the owners of each of the Townhome Units now constructed on the property described in Exhibit A attached hereto and made a part hereof, which property constitutes the entire proposed Normandy Hill development, and all members, present and future shall have the same and equal rights and obligations in the recreation facilities, landscaped areas, parking areas, roadways and driveways owned and maintained by said Homeowners Association.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

**11.01** Upon written request to the Board the holder of any duly registered or recorded mortgage or trust deed against any Unit, shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit is subject to such mortgage or trust deed.

**11.02** Each Owner hereby waives and releases any and all claims which he may have against any other Owner, Occupant, the Association, its officers, members of the Board, the managing agent, if any, and their respective employees and agents, for damage to the Units, or to any personal property located in the Units, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

**11.03** The right is hereby granted to the Village of Northbrook to enter upon the Property or any part thereof for the purpose of maintaining, servicing and repairing the main or primary water and sanitary sewer lines running through the said Property for which it has or may in the future assume responsibility.

**11.04** Notices provided for in this Declaration shall be in writing, and shall be addressed to the Board, or any Owner, as the case may be, at the development or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owners may also designate a different address for notices to him by giving written notice of his change of address to the Board of the Association. Notices addressed as above shall be deemed delivered when

mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

**11.05** Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the courts wherein the estate of such deceased Owner is being administered.

**11.06** Each purchaser under Articles of Agreement for Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby, granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running, with the land, and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

**11.07** No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**11.08** The provisions of Article 11, Article V, paragraphs (b) and (o) of Article VI, paragraph 5 of Article VIII, and this paragraph 8 of Article XI of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the owners and all mortgagees having bona fide liens of record against any Unit. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board and the owners of at least three fourths (3/4) of the number of Units and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois.

**11.09** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

**11.10** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then

such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

**11.11** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class Townhome Development.

**11.12** In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the Unit under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit.

**11.13** It is understood that real estate taxes are to be separately taxed to each Unit Owner. In the event that any such taxes are not separately taxed to each owner but are taxed on the entire property or on a tract containing more than one Unit, each Owner shall pay his proportionate share thereof.

**11.14** Each owner shall pay for his own telephone, electric and other utilities which are separately billed by the respective utilities. Utilities which are not separately metered or billed shall be treated as part of the common expense.

**11.15** In the event two arbitrators or appraisers under the terms and provisions of this Declaration have been appointed or selected and they are required to appoint or select a third arbitrator or appraiser, and within ten (10) days after their appointment or selection they are unable to agree upon a third arbitrator or appraiser, whomever under the relevant provisions and terms of this Declaration has the right to appoint an arbitrator or appraiser may apply on behalf of everyone having an interest therein to the then Chief Judge of the United States District Court for the Northern District of Illinois, Eastern Division, for the appointment of such third arbitrator or appraiser. No other party in interest shall raise any question as to the Court's full power and jurisdiction to entertain the application and make the appointment. The fees and expenses of the two (2) original arbitrators or appraiser shall be paid by whomever selected or appointed them and the fees and expenses of the third arbitrator or appraiser shall be divided equally between the two (2) parties in interest.

**11.16** In the event of any dispute or disagreement between any owners relating to the Property or any question of interpretation or application of the provisions of the

Declaration, the determination thereof by the Board shall be binding and final as to each of said owners.

The foregoing Amended and Restated Declaration of Normandy Hill Townhome Association is hereby approved by at least three-fourths (3/4) of the members of the Board of Directors of the Association.

DATE: May 16, 2006, ~~2005~~ 2006

Rubin Kleiner

James Axel

David Hill

Seymour Pearlman

Jeanne Campbell

Alon Wasserman

Chantal Balogh

ATTEST:

By: Doranna Klopfer  
Secretary

**EXHIBIT A**

**LEGAL DESCRIPTION**

Normandy Hill, a Subdivision of part of Lot 24 of County Clerk's Division in the Southwest ¼, Southeast ¼, Section 6-42-12 recorded on March 20, 1972 as Document No. T-2613341.

<u>PIN NO.</u>	<u>ADDRESS</u>
04-06-302-017-0000	4026 Dundee Road, Northbrook, Illinois 60062
04-06-302-018-0000	4028 Dundee Road, Northbrook, Illinois 60062
04-06-302-019-0000	4030 Dundee Road, Northbrook, Illinois 60062
04-06-302-020-0000	4032 Dundee Road, Northbrook, Illinois 60062
04-06-302-021-0000	4040 Dundee Road, Northbrook, Illinois 60062
04-06-302-022-0000	4042 Dundee Road, Northbrook, Illinois 60062
04-06-302-023-0000	4044 Dundee Road, Northbrook, Illinois 60062
04-06-302-024-0000	4010 Dundee Road, Northbrook, Illinois 60062
04-06-302-025-0000	4012 Dundee Road, Northbrook, Illinois 60062
04-06-302-026-0000	4014 Dundee Road, Northbrook, Illinois 60062
04-06-302-027-0000	4016 Dundee Road, Northbrook, Illinois 60062
04-06-302-028-0000	4020 Dundee Road, Northbrook, Illinois 60062
04-06-302-029-0000	4022 Dundee Road, Northbrook, Illinois 60062
04-06-302-030-0000	4024 Dundee Road, Northbrook, Illinois 60062
04-06-400-046-0000	3970 Dundee Road, Northbrook, Illinois 60062
04-06-400-047-0000	3972 Dundee Road, Northbrook, Illinois 60062
04-06-400-048-0000	3974 Dundee Road, Northbrook, Illinois 60062
04-06-406-032-0000	3962 Dundee Road, Northbrook, Illinois 60062
04-06-406-033-0000	3964 Dundee Road, Northbrook, Illinois 60062
04-06-406-034-0000	3966 Dundee Road, Northbrook, Illinois 60062
04-06-406-035-0000	3968 Dundee Road, Northbrook, Illinois 60062
04-06-406-036-0000	3936 Dundee Road, Northbrook, Illinois 60062
04-06-406-037-0000	3934 Dundee Road, Northbrook, Illinois 60062
04-06-406-038-0000	3932 Dundee Road, Northbrook, Illinois 60062
04-06-406-039-0000	3930 Dundee Road, Northbrook, Illinois 60062
04-06-406-040-0000	3946 Dundee Road, Northbrook, Illinois 60062
04-06-406-041-0000	3944 Dundee Road, Northbrook, Illinois 60062
04-06-406-042-0000	3942 Dundee Road, Northbrook, Illinois 60062
04-06-406-043-0000	3940 Dundee Road, Northbrook, Illinois 60062
04-06-406-044-0000	3958 Dundee Road, Northbrook, Illinois 60062
04-06-406-045-0000	3956 Dundee Road, Northbrook, Illinois 60062
04-06-406-046-0000	3954 Dundee Road, Northbrook, Illinois 60062
04-06-406-047-0000	3952 Dundee Road, Northbrook, Illinois 60062
04-06-406-048-0000	3920 Dundee Road, Northbrook, Illinois 60062
04-06-406-049-0000	3918 Dundee Road, Northbrook, Illinois 60062
04-06-406-050-0000	3916 Dundee Road, Northbrook, Illinois 60062

PIN NO.	ADDRESS
04-06-406-051-0000	3914 Dundee Road, Northbrook, Illinois 60062
04-06-406-052-0000	3912 Dundee Road, Northbrook, Illinois 60062
04-06-406-053-0000	3910 Dundee Road, Northbrook, Illinois 60062
04-06-406-054-0000	3908 Dundee Road, Northbrook, Illinois 60062
04-06-406-055-0000	3980 Dundee Road, Northbrook, Illinois 60062
04-06-406-056-0000	3982 Dundee Road, Northbrook, Illinois 60062
04-06-406-057-0000	3984 Dundee Road, Northbrook, Illinois 60062