



## **RIVER FOREST DEVELOPMENT REVIEW BOARD MEETING AGENDA**

A meeting of the River Forest Development Review Board will be held on Thursday, February 15, 2018 at 7:30 P.M. in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

- I. Call to Order/Roll Call
- II. Approval of Minutes of the November 16, 2017 Development Review Board Meeting
- III. PRE-FILING MEETING & CONSIDERATION OF REQUEST FOR WAIVER - Proposed Planned Development Amendment - Concordia University Chicago Cellular Tower
- IV. PUBLIC HEARING - Application #18-01 - Amendment to the Planned Development granted by Ordinance 3628 regarding the encroachment of the four story, 15 unit condominium building at 1101-1107 Bonnie Brae Place.
- V. DISCUSSION/DELIBERATION & RECOMMENDATION - Application #18-01 - Amendment to the Planned Development granted by Ordinance 3628 regarding the encroachment of the four story, 15 unit condominium building at 1101-1107 Bonnie Brae Place.
- VI. APPROVAL OF FINDINGS OF FACT - Application #18-01 - Amendment to the Planned Development granted by Ordinance 3628 regarding the encroachment of the four story, 15 unit condominium building at 1101-1107 Bonnie Brae Place.
- VII. Public Comment
- VIII. Adjournment

**VILLAGE OF RIVER FOREST  
DEVELOPMENT REVIEW BOARD MEETING MINUTES  
November 16, 2017**

A meeting of the Village of River Forest Development Review Board was held at 7:30 p.m. on Thursday, November 16, 2017 in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois.

**I. CALL TO ORDER**

The meeting was called to order at 7:30 p.m. Upon roll call, the following persons were:

Present: Members Ryan, O'Brien, Crosby, Dombrowski, Ruehle, Fishman (arrived at 8 p.m.) and Chairman Martin

Absent: None.

Also Present: Assistant Village Administrator Lisa Scheiner, Building Official Clifford Radatz.

**II. APPROVAL OF MINUTES OF THE OCTOBER 26, 2017 DEVELOPMENT REVIEW BOARD MEETING**

A MOTION was made by Member Ruehle and SECONDED by Member Ryan to approve the minutes of the October 26, 2017 Development Review Board Meeting.

Ayes: Members Ryan, O'Brien, Crosby, Dombrowski, Ruehle, and Chairman Martin

Nays: None

Motion Passes.

Chairman Martin announced that the Village Board of Trustees approved an Ordinance granting the amendment to the St. Vincent's major amendment. He stated that after the public hearing Village officials met with representatives of St. Vincent's. At the November 13, 2017 Village Board Meeting, representatives of St. Vincent's appeared and told the Trustees that the change in the color of the windows was not done on purpose but was an accident, which is different than what the Development Review Board was told. Village Board of Trustees granted the ordinance notwithstanding their recommendation. Chairman Martin informed the Development Review Board that he had contacted the Village President and expressed his concerns regarding this matter.

**III. PRE-FILING MEETING - INTRODUCTION OF PROPOSED PLANNED DEVELOPMENT - LAKE AND LATHROP**

Chairman Martin explained the purpose of the pre-filing meeting and the process that would be followed for the meeting.

Assistant Village Administrator Scheiner swore in the parties wishing to speak.

Eric Christman, Sedgwick Properties, owners and developers of the property at the southwest corner of Lake Street and Lathrop Avenue. The addresses of the properties involved in the proposed development are 7601 Lake Street all the way to 7621 Lake Street as well as 423 Ashland Avenue. He stated that the site is approximately 36,700 square feet and is currently occupied by two older commercial buildings, one of which is vacant. The property is zoned C-3. The proposed development is 36,700 square feet site area and will be a five-story mixed use building with 16,000 square feet of commercial space on the first floor, parking, and 22-32 residential units with elevators on the remaining floors.

Mr. Christman stated that the exterior of the building is going to be traditional with cast in place type stone. Residential units will be 1,500 to 3,000 square feet with a price range of \$600,000-\$1,500,000. They're proposing approximately 10 foot ceilings, private elevators, traditional interiors, brand name appliances, and front and rear outdoor spaces. Sedgwick Properties has been around for about 20 years and they have completed retail and residential developments in Chicago, Colorado and other locations. He listed several projects that they are currently developing in Chicago. Mr. Christman said that the principal owner of Sedgwick properties is Marty Paris, who has strong ties to the community and is a longtime resident. Mr. Christman described the funding strategy for the project and noted. He stated that on-site parking will include approximately 92 spaces on two levels.

In response to a question from Member Crosby, Mr. Chrisman replied that the maximum zoning height in this district is 55 feet and they would be looking for a variance to go to 65 feet. He said they need the floor height to sell the units 10' to sell these units. Member Ruehle noted that 65 feet is not actually the top of the building as there is additional height from the parapet wall. He said the variance would be approximately 75 feet. Mr. Chrisman noted that Member Ruehle was referring to a feature at the corner of the building and feels very strongly that it's a unique architectural feature for the building. Member Ruehle noted that he's pointing it out so that they ask for the correct variance.

Chairman Martin asked if there were any other site development allowances that they planned to request. Mr. Christman stated that they are reviewing it with their consultant. Chairman Martin pointed out that the application must include a list of all site development allowances requested.

Member Crosby stated that the Development Review Board will need to see the building materials they propose to use as well as street elevation showing the scale of the building in relation to the other buildings on Lake Street looking south so the Development Review Board has an idea of the scale of the building. Member Ruehle agreed that he would like to see the building in context to the surrounding area.

Chairman Martin suggested that the applicant review the Ordinance as many of the items that are suggested to be included in the application are in the Ordinance. He encouraged that the applicant to review the application requirements with staff because a hearing will not be scheduled until it's determined that the application is complete.

Chairman Martin asked if the number of units is dependent on whether any of them are combined. Mr. Christman responded that it will be based more on market demand. Chairman Martin asked if they would be coming to the Development Review Board with a shell floor and say that it may be six units or it may be 10. Mr. Christman said no, that they are planning eight units per floor.

In response to a question from Chairman Martin, Mr. Christman confirmed that they own the entire site. In response to a follow-up question from Chairman Martin, Mr. Christman stated that there is environmental remediation that is required and they will do everything they can to clean it up.

Member Ruehle stated that he thought the access to parking is clever because it avoids having turning radius requirements. Mr. Christman stated that one parking entrance will be more for the ground floor uses while the other will be a more secure and heated parking area on the second level for residents.

Member Ruehle discussed area traffic conditions and predicted that traffic will be a discussion item. Mr. Christman said they have a traffic consultant that is working on it.

Member Ruehle noted that the private elevator is different but stated that he cannot figure out where the stairs come out on the plan. Mr. Christman said the plan is still conceptual and they will work out those details.

Member Crosby asked that the applicant convey to the Development Review Board the quality of the building they will be constructing by giving them an idea of the materials they will be using on the interior and exterior such as windows, finish materials, etc. Mr. Christman said that because the plan is still conceptual they do not have that information yet. They are considering pre-cast limestone on the exterior to incorporate their building with the church and other buildings in the neighborhood. A lot of the finishes will be high end. They are not targeting first time home buyers.

In response to a question from Chairman Martin regarding whether the units will be condominiums or apartments, Mr. Christman stated that they are condominiums.

Member Ruehle noted that he sees a loading area on the plan but noted that an area for trash collection is not shown. He said this item is often overlooked but needs to be addressed to provide practical, year-round access. Mr. Christman said they will address it and discussed possible locations for garbage collection.

Chairman Martin said the applicant will need to provide justification for the site development allowances. Member Ruehle said that the justification should come in with the request. Chairman Martin informed the applicant that they will be asked questions by the Development Review Board and that they are concerned with access, pedestrian safety, the impact it's going to have on vehicular traffic, and the applicant is going to have to be prepared to answer questions on those subjects.



In response to a question from Chairman Martin, Mr. Christman discussed the frontage of the project on Lake Street and Lathrop Avenue.

Chairman Martin noted that the Village departments will examine the application and may have comments about it and the safety features they may want included.

Ed McDevitt, 411 Ashland Avenue, stated that he is representing himself and the Chatterton Condo Association, which is located to the south of the development. He stated that they hope the contamination will be remediated and they are concerned about increased traffic and pedestrian safety. He said they are concerned about a long period of construction, dust, and they foresee significant parking issues in an already congested area. Mr. McDevitt stated that he is a docent at the Architectural Foundation and he hopes that the design of the building will be a strong contemporary statement that also pays respect to the historic nature of architectural in the Village and the classic buildings to the west.

Teresita Pineda, stated that she works with Eric Christman at Sedgwick Properties and is one of the designers on the project. She addressed the comments regarding the stair egress and stated that she appreciates the feedback they have provided so she can bring it back to the design team. She stated that her team has been reviewing the Village's building code. Ms. Pineda also said that they are trying to provide enough parking so that they would not need street parking and would provide guest parking for the residents.

Chairman Martin said the Development Review Board would like to see sample boards of the stone, roofing materials, etc.

Ms. Pineda said the elevations they brought in were to get the conversation going and they are continuing to develop their elevations so they can get renderings. They will have more information at the next meeting.

In response to a question from Ms. Pineda, Ms. Scheiner stated that Mr. Christmas has been provided with the application requirements.

In response to a question from Member Crosby, Ms. Pineda stated that the design work and construction drawings are done in-house and the only third party they involve is an interior designer. Mr. Christman stated that they are a design build company. In response to a question from Member Crosby, Ms. Pineda confirmed that they have a licensed architect on staff.

Chairman Martin reiterated Member Ruehle's concerns regarding construction traffic. Members Ruehle and Ryan suggested that the developers spend time on the site at 8 a.m. and 3 p.m. Member Ruehle noted that the applicant needs to figure out how to mitigate the impact of the project on surrounding congestion.

Cory Robertson, 1046 W. Washington Blvd., Oak Park, stated that he works for Jameson Sotheby's International Realty and that his firm was retained by Sedgwick Properties to conduct deal analysis on this property, determine market viability and find the highest and

best use from the residential standpoint. He asked about the traffic consultant and Mr. Christman said they already have a consultant in place. Mr. Robertson noted a project he is working on in Oak Park that has been successful. He stated that they see a significant market demand for three and four bedroom condominiums that are targeting downsizers.

Chairman Martin reiterated the need to provide justification for the site development allowances requested and the design review that will occur. Member Crosby said they will be looking at the scale of the building and what the applicant can do to scale it down such as building materials and stepping it back from the streetscape.

**IV. CONSIDERATION OF REQUEST FOR WAIVERS FROM THE PLANNED DEVELOPMENT APPLICATION REQUIREMENTS - PROPOSED PLANNED DEVELOPMENT - LAKE AND LATHROP**

No waivers were requested.

**V. PUBLIC COMMENT**

None.

**VI. ADJOURNMENT**

A MOTION was made by Member Ryan and SECONDED by Member Ryan to adjourn the meeting of the Development Review Board at 8:10 p.m.

Ayes: Members Ryan, O'Brien, Crosby, Dombrowski, Ruehle, and  
Chairman Martin

Nays: None

Motion Passes.

Respectfully Submitted:

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Lisa Scheiner  
Secretary

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Frank R. Martin  
Chairman, Development Review Board

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Date



## Village of River Forest

Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

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### MEMORANDUM

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Date: February 8, 2018

To: Chairman Frank Martin and Members of the Development Review Board

From: Lisa Scheiner, Assistant Village Administrator

Subj: Concordia University Planned Development Amendment - Traffic Study Waiver

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Village staff recently met with Glen Steiner and Dennis Witte of Concordia University Chicago (CUC) to discuss the status of their anticipated application for an amendment to an existing planned development that would allow the height of the parking garage to be increased to accommodate a Verizon cellular antenna. When CUC appeared before the Development Review Board for a pre-filing meeting they requested, and were granted, a waiver of a traffic impact study because there would be no reduction in parking as a result of the proposed amendment. Since that time Verizon has requested a modification to the design of the parking structure that would result in a loss of two parking spaces on the top level of the parking garage. CUC has proposed that they will create two parking elsewhere on campus so that the total number of parking spaces on campus is not reduced. Staff suggested that they return to the Development Review Board to determine if the traffic study waiver that they already received would still be valid in light of these changes.

#### **Attachments**

- Revised rendering of proposed modification to the height of the existing garage





BEFORE



AFTER

# FOREST PARK NORTH

View from South looking North



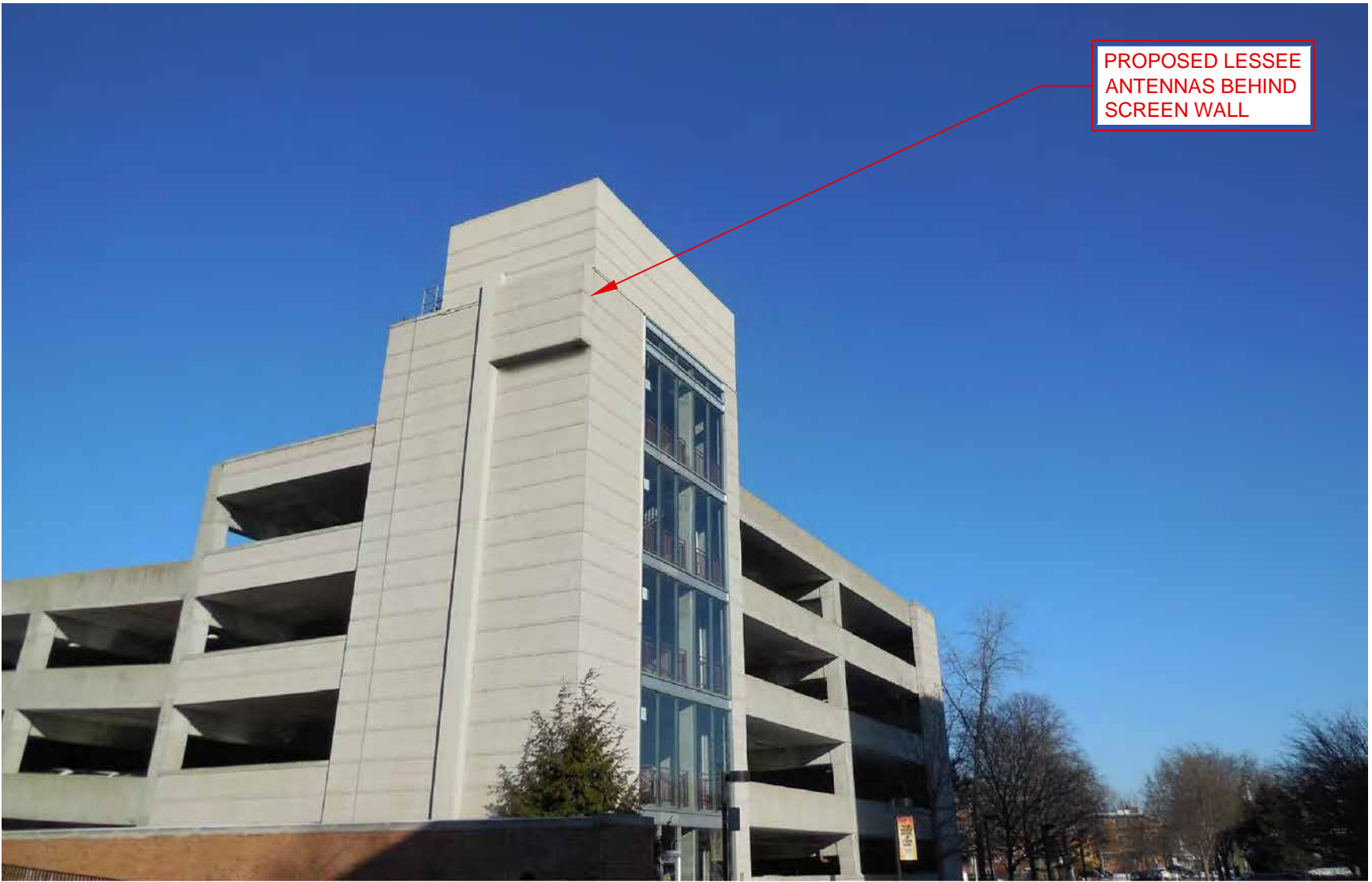
**TERRA**  
CONSULTING GROUP, LTD.  
600 Busse Highway, Park Ridge, IL 60068  
Phone: 847.698.6400 Fax: 847.698.6401







BEFORE



AFTER

# FOREST PARK NORTH

View from West looking East





## Village of River Forest

Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

### MEMORANDUM

Date: February 8, 2018

To: Chairman Frank Martin and Members of the Development Review Board

From: Lisa Scheiner, Assistant Village Administrator

Subj: Request for Major Amendment - 1101 Bonnie Brae Place

The Development Review Board (DRB) is scheduled to hold a public hearing on Thursday, February 15, 2018 at to consider an application for a major amendment to the approved Planned Development Ordinance at 1101 Bonnie Brae Place.

The Village Board of Trustees approved Ordinance 3628 on November 28, 2016, which granted a planned development permit for the construction of a 15-unit condominium development at 1101 Bonne Brae Place and the de-conversion of an existing six-unit apartment building into three condominiums at 1111 Bonnie Brae Place.

Bonnie Brae Construction LLC, which is the owner and developer of the approved 15-unit condominium development at 1101 Bonnie Brae Place (The Avalon), is seeking the amendment to allow encroachment into the setbacks that was not previously requested and to allow greater encroachment into the setbacks than what was previously granted. The elements that would encroach into the setback include various canopies, exhaust wells and architectural features. This issue was identified once the developer submitted a building permit application and construction drawings.

In accordance with the Planned Development process articulated in the Municipal Code, the following have occurred:

<u>Task</u>	<u>Date</u>
Legal Notice in Wednesday Journal	January 31, 2018
Notice of Public Hearing Mailed by Applicant	January 31, 2018
Public Hearing Signage Posted at Site	January 31, 2018

Section 10-19-8(B) of the River Forest Zoning Code states that no a change to a planned development is not minor if it increases the footprint of the building or if it amends the final governing agreements, provisions or covenants, or provides any other change inconsistent

with any standard or condition imposed by the board of trustees in approving the planned development permit. Ordinance 3628 contains the following condition of approval: “The architectural elements above the first floor of the fifteen (15) unit condominium building shall not encroach into the allowed setbacks by more than twelve (12) inches, except as authorized by the Village’s Building Code and Zoning Ordinance.”

	<b>Zoning Ordinance</b>	<b>SDA Granted</b>	<b>SDA Requested</b>
Front Setback	20’	None at the time of approval as building setback was 20’ and complied with the Zoning Ordinance	12’ setback to allow encroachment of canopy and exhaust wells by 8’
Side (North) Setback	3’	None at the time of approval as building setback was 3’8” and complied with the Zoning Ordinance	1’8” setback to allow canopy encroachment by 1’4” into the required setback
Corner Front (South) Setback	25’	The Village granted an allowance to permit a 6’8” setback	6’4” setback for building 5’2” setback for architectural elements above 1 <sup>st</sup> floor and for decorative pilasters

## **Village Staff & Consultant Reviews**

### *Staff Reviews*

Village staff reviewed the proposed amendments to the major amendment application and the attached memorandum concludes that the proposed amendment is not expected to have an impact on any operating department or its ability to deliver services.

### *Consultant Review – Planning*

Houseal Lavigne and Associates are reviewing this matter and a memo will be distributed to members of the Development Review Board prior to the public hearing.

### *Consultant Review – Traffic*

The proposed changes are not expected to have any impact on the traffic flow or vehicle access to the site so no traffic study has been required of the applicant.

### **Standards of Review**

There are 15 standards of review for the DRB to consider in reviewing the proposed project. The standards are listed in Section 10-9-3 of the PD Ordinance, which is attached for your reference.

### **Next Steps**

The DRB shall make specific written findings of fact addressing each of the planned Development standards of review. Following a vote by the DRB, the application will be presented to the Village Board according to the following *tentative* schedule:

<u>Task</u>	<u>Date</u>
DRB Meeting – Findings of Fact	2/15/18
Notice of Village Board Meeting Mailed by applicant	2/23/18
Village Board Review	3/12/18

### **Documents Attached**

1. Planned Development Ordinance 3628
2. Memorandum from Village Staff regarding impact of Requested Amendment
3. Public Hearing Notice
4. Standards for Review
5. Major Amendment Application



## ORDINANCE NO. 3628

### AN ORDINANCE GRANTING A PLANNED DEVELOPMENT PERMIT FOR 1101-1111 BONNIE BRAE PLACE

**WHEREAS**, Bonnie Brae Construction, LLC (the "Applicant") submitted an application, which was subsequently amended twice during the public hearing process (the "Application"), requesting that the Village of River Forest ("Village") grant a planned development permit allowing it to construct a multi-unit condominium building and associated parking garage, and to convert an existing six-unit apartment building to a three-unit condominium building (the "Project") at 1101-1111 Bonnie Brae Place, River Forest, Illinois ("Property"); and

**WHEREAS**, a copy of the Application, as amended by the Applicant during the public hearing process, is attached hereto as **Exhibit A** and made a part hereof; and

**WHEREAS**, the Application was filed with the Village, was referred to the Development Review Board of this Village for a public hearing, and was processed in accordance with the Village's Zoning Ordinance, as amended from time to time; and

**WHEREAS**, public notice in the form required by law was given of said public hearing by publication not more than thirty (30) days nor less than fifteen (15) days prior to said hearing in the *Wednesday Journal*, a newspaper of general circulation in this Village, there being no newspaper published in this Village; and

**WHEREAS**, the Development Review Board of this Village held and continued the public hearing on the Application on July 21, 2016, September 15, 2016, and October 20, 2016, on whether to make a recommendation that the Application, as amended by the Applicant, be granted, during which hearing all persons present were afforded an opportunity to be heard orally and in writing; and

**WHEREAS**, following the conclusion of the public hearing, the Development Review Board recommended approval of the Application, as amended by the Applicant, with certain conditions, by a vote of 6-0. The Development Review Board has since approved its Findings and Recommendation ("Findings and Recommendation") in this matter, a copy of which is attached hereto as **Exhibit B** and made a part hereof; and

**WHEREAS**, the Findings and Recommendation was forwarded to the President and Board of Trustees of the Village ("Corporate Authorities"), and the Corporate Authorities have duly considered said Findings and Recommendation, along with the testimony and exhibits put before the Development Review Board during the public hearing on the Application.

**BE IT ORDAINED** by the President and Board of Trustees of the Village of River Forest, Cook County, Illinois, as follows:

**SECTION 1:** That the Application, as amended by the Applicant, and including the site development allowances set forth in the Findings and Recommendation, and subject to the conditions set forth in Section 3 below, is in the public good and in the best interest of the Village and its residents, and the Application, as amended by the Applicant, is consistent with and fosters the purposes and spirit of the Village's Zoning Ordinance, and is also in accordance with the provisions of the comprehensive land use plan of the Village.

**SECTION 2:** That the Application, as amended by the Applicant, and including the site development allowances as stated in the Findings and Recommendation, and subject to the conditions set forth in Section 3 below, is granted.

**SECTION 3:** That the Application meets the standards set forth in Section 10-19-3 of the Zoning Ordinance of the Village of River Forest, provided that the following conditions are met:

- 1) The Project shall be built and maintained in conformity with the Site Plan and other documents submitted to the Village as the Amended Application on October 5, 2016 (the "Site Plan").
- 2) Removal and replacement by the Petitioner, at Petitioner's sole cost and expense, of the full width of the existing alley to the east of the Property (including the asphalt pavement and depressed curb and gutter on both sides) for the full width of the Property. The Site Plan shall be revised as necessary, and subsequent plans shall reflect, the replacement of the alley.
- 3) Removal and replacement by the Petitioner, at Petitioner's sole cost and expense, of the existing sidewalk along the Thomas Street and Bonnie Brae parkways for the full width/length of the Property. The Site Plan shall be revised as necessary, and subsequent plans shall reflect, the replacement of the sidewalk.
- 4) The Petitioner shall provide a cost estimate for the alley and sidewalk replacements required by Conditions 2 and 3 above.
- 5) The Petitioner shall provide stormwater detention in conformance with Village Code and Zoning Ordinance requirements, and provide stormwater calculations and detailed plan information sufficient for staff to verify the necessary sizing of the detention facility prior to the issuance of any building permits for the Project.
- 6) The Petitioner shall provide an easement in favor of the Village or its designee for the area containing the stormwater detention facility, with language and locations approved by Village staff.
- 7) The Parapets and other architectural elements at the top of the Fifteen (15) Unit Condominium Building may exceed the maximum height of fifty (50)



feet granted in the site development allowance for Building Height, so long as amount of the exceedance is twenty-four (24) inches or less.

- 8) The Architectural elements above the first floor of the Fifteen (15) Unit Condominium Building shall not encroach into the allowed setbacks by more than twelve (12) inches, except as authorized by the Village's Building Code and Zoning Ordinance.
- 9) The Petitioner shall, prior to the issuance of any building permits for the Project, post a letter of credit in favor of the Village, or a cash deposit with the Village, equal to 125% of the Village Engineer's estimate of the costs of the public improvements of the Project, to secure the completion, maintenance, and/or repair of the public improvements. The letter of credit or cash deposit shall be held, if not already drawn and/or spent, for no less than six (6) months after issuance of the final certificate of occupancy for the Project.
- 10) The Petitioner shall, prior to the issuance of any building permits for the Project, make the land donation, or payment in lieu thereof, required by Section 10-23-4 of the Zoning Ordinance, in the manner and amount set forth in Section 10-23-4.

**SECTION 4:** Any violation of any term or condition stated in this Ordinance shall be grounds for rescission by the Board of Trustees of the approvals set forth in this Ordinance.

**SECTION 5:** Each section, paragraph, clause and provision of this Ordinance is separable, and if any section, paragraph, clause or provision of this Ordinance shall be held unconstitutional or invalid for any reason, the unconstitutionality or invalidity of such section, paragraph, clause or provision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**SECTION 6:** This Ordinance shall be in full force and effect from and after its passage, approval, and publication in the manner provided by law.

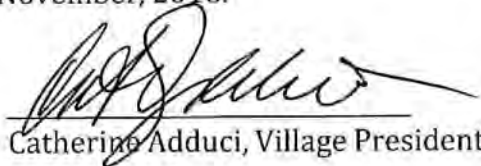
**ADOPTED** this 28<sup>th</sup> day of November, 2016, pursuant to a roll call vote as follows:

**AYES:** Trustees Cargie, Colwell-Steinke, Conti, Corsini, Dwyer, and Gibbs

**NAYS:** None

**ABSENT:** None

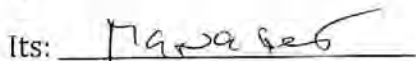
**APPROVED** by me this 28<sup>th</sup> day of November, 2016.

  
Catherine Adduci, Village President

ATTEST:  
  
Sharon Halperin, Village Clerk

The Applicant acknowledges hereby the reasonableness of the above and foregoing terms and conditions in the Ordinance, and hereby accepts the same.

By: 

Its:   
Bonnie Brae Construction, LLC,  
owner of the Property

Date: 3-7-2017



November 29, 2016

**STATE OF ILLINOIS}**  
**COUNTY OF COOK}**

I, Sharon Halperin, certify that I am the duly elected municipal clerk of the Village of River Forest of Cook County, Illinois.

I further certify that on November 28, 2016, the Corporate Authorities of such municipality passed and approved **Ordinance No. 3628, AN ORDINANCE GRANTING A PLANNED DEVELOPMENT PERMIT FOR 1101-1111 BONNIE BRAE PLACE** which provided by its terms that it should be published in pamphlet form as provided by law.

By: Sharon Halperin  
Sharon Halperin, Village Clerk

**EXHIBIT B**

**FINDINGS OF FACT AND RECOMMENDATION  
OF DEVELOPMENT REVIEW BOARD**



**FINDINGS OF FACT AND RECOMMENDATION OF THE  
DEVELOPMENT REVIEW BOARD  
VILLAGE OF RIVER FOREST**

**October 27, 2016**

**RE:**                      **Planned Development Permit Application – Condominium Developments – 1101-1111 Bonnie Brae Place, River Forest, Illinois**

**PETITIONER:**        **Bonnie Brae Construction, LLC**

**APPLICATION:**      **As amended, for a planned development permit to construct a four-story, 15-unit condominium building and associated parking garage at 1101-1107 Bonnie Brae Place, River Forest, Illinois, and the conversion of an existing six-unit apartment building into a three-unit condominium building at 1111 Bonnie Brae Place, River Forest, Illinois**

**BACKGROUND:** 1101-1111 Bonnie Brae Place, River Forest, Illinois (the "Property") is a .635 acre parcel of real property in the Village of River Forest (the "Village"). The Property is located at the northeast corner of Bonnie Brae Place and Thomas Street in the R4 Multi-Family Residential Zoning District (the "R4 District").

The Petitioner filed an application for a Planned Development Permit (the "Application"), which Petitioner has subsequently amended twice during the public hearing process; once in September and a second time in October. The Petitioner's final proposal is referred to herein as the "Amended Application". The Application as originally filed proposed the construction of a seventy two (72) foot high, twenty (20) unit condominium building and associated parking garage, and the conversion of an existing six-unit apartment building to a three-unit condominium building, which was proposed to have two (2), three-car detached garages (collectively, the "Project"). On October 5, 2016, the Petitioner submitted the Amended Application which, among other things, reduced the total number of condominium units in the larger building from twenty (20) to fifteen (15), eliminated one of the stories, reduced the proposed height of the building from the original proposed height of seventy-two (72) feet to fifty (50) feet, and eliminated the need for a parking variation by providing an underground parking garage. The larger building as proposed in the Amended Application is referred to herein as the Fifteen (15) Unit Condominium Building, while the smaller existing building is referred to herein as the Three (3) Unit Condominium Building.

The Amended Application is on file with the Village Administrator.

On October 20, 2016, following the conclusion of a public hearing held on July 21, 2016, September 15, 2016, and October 20, 2016 (together the "Hearing"), the Development Review Board (the "DRB"), by a unanimous vote of six (6) to zero (0) (one Commissioner being absent), recommended **APPROVAL** of the Amended Application, with conditions.

**APPLICATION:** The Amended Application seeks the following site development allowances (the "Site Development Allowances") from the Village of River Forest Zoning Ordinance (the "Zoning Ordinance"):

For the Fifteen (15) Unit Condominium Building (note that the requested Site Development Allowances for lot area and lot width are the result of existing conditions):

1. **Minimum Land Area:** per Section 10-11-3 of the Zoning Ordinance - 1,570 sq. ft./unit (2,800 sq. ft./unit required, 1,230 sq. ft./unit proposed).
2. **Lot Area:** per Section 10-11-4 of the Zoning Ordinance - 7,686 sq. ft. (26,136 sq. ft. required, 18,450 sq. ft. proposed).
3. **Lot Width:** per Section 10-11-4 of the Zoning Ordinance - 50 feet (150 feet required, 100 feet proposed).
4. **Lot Coverage:** per Section 10-11-5 of the Zoning Ordinance - 5.4% (990 sq. ft.) (70% max. allowed, 75.4% proposed).
5. **Maximum FAR:** per Section 10-11-5 of the Zoning Ordinance - 1.0 FAR (18,450 sq. ft.) (1.5 (27,675 sq. ft. required), 2.5 (46,149 sq. ft. proposed).
6. **Building Height:** per Section 10-11-6 of the Zoning Ordinance: 5 feet (45 feet maximum allowed, 50 feet requested).
7. **Corner Front Setback:** per Section 10-11-7.A.1. of the Zoning Ordinance - 18 feet, 4 inches (25 feet required, 6 feet, 8 inches proposed).
8. **Rear Setback:** per Section 10-11-7.B. of the Zoning Ordinance - 17.675 feet (27.675 feet required, 10 feet proposed).
9. **Rear Yard Area:** per Section 10-11-7.B. of the Zoning Ordinance - 1,768 sq. ft. (2,768 sq. ft. required, 1,000 sq. ft. proposed).

For the Three (3) Unit Condominium Building (note that this Building already exists, and that the three Site Development Allowances below are the result of existing conditions):

10. **Lot Area:** per Section 10-11-4 of the Zoning Ordinance - 16,911 sq. ft. (26,136 sq. ft. required, 9,225 sq. ft. proposed).
11. **Lot Width:** per Section 10-11-4 of the Zoning Ordinance - 100 feet (150 feet required, 50 feet proposed).
12. **Rear Yard Area:** per Section 10-11-7.B. of the Zoning Ordinance - 1,768 sq. ft. (2,768 sq. ft. required, 1,000 sq. ft. proposed).

**PUBLIC HEARING:** At the duly and properly noticed Hearing, testimony was taken and heard by the DRB on the Application and, subsequently, the Amended Application. All persons testifying during the Hearing were sworn prior to giving testimony. All persons wishing to be heard were given the opportunity to ask questions of the other witnesses and to provide testimony on their own behalf.

**FINDINGS:** The DRB, based upon the evidence presented at the Hearing, and pursuant to Section 10-19-3 of the Village Code, makes the following Findings as to the Amended Application:



**A. The proposed use or combination of uses is consistent with the goals and policies of the comprehensive plan.**

The Property is located in the R4 District. Overall, the Project and proposed multi-family residential condominium use are consistent with the goals and objectives of the Comprehensive Plan. Specifically, the DRB finds that the Project will help to create a physically distinctive and high-quality community environment and will help to preserve the existing quality of life, character and heritage of the area, while anticipating change and progress in the future, by providing high-quality housing that will be attractive to residents downsizing from larger single-family homes (Comprehensive Plan Goal 1). The housing will be in the form of fifteen (15) new construction units in the Fifteen (15) Unit Condominium Building, and rehabilitation of an existing building from a six-unit rental property to the Three (3) Unit Condominium Building. The proposed multi-family residential condominium use will help to achieve a balanced pattern of development in the community by rehabilitating an existing building and providing fifteen (15) new high-quality condominiums in an underserved niche (Comprehensive Plan Goal 2). The Project will also help protect and enhance the residential character of the Village (Comprehensive Plan Goal 3), and approving the Project will promote the public health, safety, comfort and general welfare of the residents through the addition of high-quality residential units (Comprehensive Plan Goal 5). Finally, the Project will help to maintain the Village as an exceptional residential community by providing new residential development that provides for the needs of the Village's population (Housing and Residential Areas Comprehensive Plan Goal). Based on the evidence presented, and with the conditions set forth below as part of the recommendation for approval (the "Conditions"), the DRB finds that this standard has been met.

**B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the Village.**

The Amended Application proposes the construction of the Fifteen (15) Unit Condominium Building, and the rehabilitation of a second building, consisting of the conversion of the existing six (6) rental units in said second building into the Three (3) Unit Condominium Building. The Project will ultimately create a total of eighteen (18) residential condominium units in this predominantly residential area of the Village, which is already zoned for multi-family use. The Project, as amended and revised in the Amended Application, is appropriate for the Property and benefits the community as a whole by providing additional residential units in the Village in a form that will be attractive to persons looking to downsize from larger single-family homes. The Site Development Allowances sought by the Petitioner are significantly reduced in both scale and number from those required by the original Application, and, as requested in the Amended Application, are reasonable given the location, orientation, existing conditions and past use of the Property, and considering the proposed multi-family residential condominium use of the Property. Based on the evidence presented, the DRB finds that the establishment, maintenance and operation of the Project will not be detrimental to or endanger the public health, safety, comfort, morals or general welfare of the residents; the DRB finds that this standard, with the Conditions set forth below, has been met.

**C. The proposed use or combination of uses will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this zoning title.**

The proposed multi-family, residential condominium use will not negatively impact nearby uses. The total number of units requested has been decreased in the Amended Application from twenty-three (23) to eighteen (18). During the hearing process, the Petitioner revised its plans to

significantly reduce the number of site development allowances needed, and to reduce the scale of many of the remaining allowances, the decrease in the height of the fifteen (15) unit building from seventy-two (72) feet to fifty (50) feet being a significant example. In so doing, the Petitioner addressed the concerns of the DRB relative to impacts on other property in the vicinity. The area is presently zoned multi-family residential, and the proposed multi-family residential condominium use is consistent with the zoning. The design and materials proposed for the Project are of high quality and are consistent with those found elsewhere in the Village. The evidence showed that the Village has a need for additional high-quality condominium residential units for owners looking to downsize, or who are not otherwise interested in a stand-alone single-family home, and the condominiums proposed in the Project will help meet the needs of Village residents. Based on the evidence presented, the DRB finds that the Project as proposed in the Amended Application will not diminish the use or enjoyment of permitted uses on other property in the vicinity. The DRB finds that this standard, with the Conditions set forth below, has been met.

- D. The establishment of the proposed use or combination of uses will not impede the normal and orderly development and improvement of surrounding properties for uses or combination of uses otherwise permitted in the zoning district.**

The proposed multi-family residential condominium use of the Property will not impede the normal and orderly development and improvement of surrounding properties, all of which are fully developed. The Property has long been underutilized. The DRB finds that this standard, with the Conditions set forth below, has been met.

- E. The proposed use or combination of uses will not diminish property values in the vicinity.**

The Project is consistent with high-quality residential development elsewhere in the Village. The residential condominium units proposed to be built are architecturally appropriate and of a high quality, and the amenities provided are also of a high quality. The surrounding neighborhood has been, by and large, fully developed for a number of years. A realtor testified at the July 21, 2016 hearing date that the Project would enhance property values in the vicinity. These factors together suggest that the Project, once built, will not result in diminished property values in the vicinity. The DRB finds that this standard, with the Conditions set forth below, has been met.

- F. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses.**

The Village's Police Department and Fire Department are generally satisfied with the Project as proposed in the Amended Application. The Public Works Department has also indicated that the Project, as proposed in the Amended Application, and with the Conditions set forth below, will not impact its services. There is no indication that utilities serving the Property will be inadequate if the Project is built. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

- G. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a manner that minimizes traffic congestion in the public streets.**

Petitioner decreased the number of units being proposed during the course of the approval process, and the number of required parking spaces has decreased as well. The number of



parking spaces proposed in the Amended Application in an underground garage is adequate for the proposed multi-family residential condominium use, and no parking variation is required. Ingress and egress for the Project is appropriate, and there is no evidence that the Project will materially contribute to traffic congestion in the public streets. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**H. The proposed use or combination of uses will be consistent with the character of the Village.**

The Project is physically designed in a style and character consistent with that of the Village. The multi-family residential condominium use proposed in the Project is consistent with the character of the Village and with the zoning district. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**I. Development of the proposed use or combination of uses will not materially affect a known historical or cultural resource.**

No historical or cultural resources have been identified in the area surrounding the Project. Based on the evidence presented, the DRB finds that this standard has been met.

**J. The design of the proposed use or combination of uses considers the relationship of the proposed use or combination of uses to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use or combination of uses on adjacent property.**

During the course of the Public Hearing, the DRB expressed concerns about the scale of the Project and number of site development allowances required by Petitioner's initial submittal. Petitioner responded to those concerns by decreasing the scale of the Project in the Amended Application, including, among other things, the elimination of one floor of the building, a reduction in the total number of units proposed for the Project as a whole from twenty-three (23) to eighteen (18), a reduction in the height of the Fifteen (15) Unit Condominium Building from the originally proposed seventy-two (72) feet to fifty (50) feet in the Amended Application, parking reconfigurations and a reduction in the proposed FAR. The Project, as proposed in the Amended Application, is much more appropriate to the Property than the initial submittal. In addition, Petitioner has increased setbacks, revised its landscaping proposals, and modified the first-floor plans to increase the aesthetic appeal of the Project. The Project is attractive and visual impacts on adjacent property will be minimal. Overall, the DRB finds that Petitioner has considered the relationship of the Project to its surroundings. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**K. The design of the proposed use or combination of uses promotes a safe and comfortable pedestrian environment.**

The Fifteen (15) Unit Condominium Building, as modified, has been moved back from the sidewalk in the Amended Application, and a landscape buffer has been added. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**L. The applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development of any buffers, landscaping, public open space, and other improvements associated with the proposed use or combination of uses.**

The Petitioner is an experienced developer and has the financial and technical capacity to complete the Project, as demonstrated in its Application and its evidence presented at the Hearing. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

- M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the Village, except to the extent that such burden is balanced by the benefit derived by the Village from the proposed use.**

There was testimony that there is a market for the high-quality residential condominium units proposed for the Project. There was no evidence that the Project would burden the Village's financial operations. The evidence showed that the establishment, maintenance and operation of the Project will increase the assessed valuation of otherwise vacant property in the Village, leading to an increase in property taxes received. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

- N. The proposed use or combination of uses will meet the objectives and other requirements set forth in Section 10-19-3.**

The Project meets the objectives of the Zoning Ordinance and other requirements of Section 10-19-3 for the reasons set forth above. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

- O. The application meets the additional standards for multi-family housing in Section 10-19-3(O), except to the extent Site Development Allowances have been granted.**

The Project meets the additional standards for multi-family housing in Section 10-19-3(O) of the Zoning Ordinance. The total number of parking spaces and land area exceed the additional standards in Section 10-19-3(O) of the Zoning Ordinance. Based on the evidence presented, the DRB finds that this standard, with the Conditions set forth below, has been met.

**RECOMMENDATION:** Based upon the foregoing Findings, the DRB, by a unanimous vote of six (6) to zero (0) (one Commissioner being absent), recommends that the President and Board of Trustees grant approval of the Amended Application with the requested Site Development Allowances as set forth above, subject to the following Conditions:

- 1) The Project shall be built and maintained in conformity with the Site Plan and other documents submitted to the Village as the Amended Application on October 5, 2016 (the "Site Plan").
- 2) Removal and replacement by the Petitioner, at Petitioner's sole cost and expense, of the full width of the existing alley to the east of the Property (including the asphalt pavement and depressed curb and gutter on both sides) for the full width of the Property. The Site Plan shall be revised as necessary, and subsequent plans shall reflect, the replacement of the alley.
- 3) Removal and replacement by the Petitioner, at Petitioner's sole cost and expense, of the existing sidewalk along the Thomas Street and Bonnie Brae

parkways for the full width/length of the Property. The Site Plan shall be revised as necessary, and subsequent plans shall reflect, the replacement of the sidewalk.

- 4) The Petitioner shall provide a cost estimate for the alley and sidewalk replacements required by Conditions 2 and 3 above.
- 5) Petitioner shall provide stormwater detention in conformance with Village Code and Zoning Ordinance requirements, and provide stormwater calculations and detailed plan information sufficient for staff to verify the necessary sizing of the detention facility prior to the issuance of any building permits for the Project.
- 6) Petitioner shall provide an easement in favor of the Village or its designee for the area containing the stormwater detention facility, with language and locations approved by Village staff.
- 7) Parapets and other architectural elements at the top of the Fifteen (15) Unit Condominium Building may exceed the maximum height of fifty (50) feet granted in the site development allowance for Building Height, so long as amount of the exceedance is twenty-four (24) inches or less.
- 8) Architectural elements above the first floor of the Fifteen (15) Unit Condominium Building shall not encroach into the allowed setbacks by more than twelve (12) inches, except as authorized by the Village's Building Code and Zoning Ordinance.
- 9) Petitioner shall, prior to the issuance of any building permits for the Project, post a letter of credit in favor of the Village, or a cash deposit with the Village, equal to 125% of the Village Engineer's estimate of the costs of the public improvements of the Project, to secure the completion, maintenance, and/or repair of the public improvements. The letter of credit or cash deposit shall be held, if not already drawn and/or spent, for no less than six (6) months after issuance of the final certificate of occupancy for the Project.
- 10) Petitioner shall, prior to the issuance of any building permits for the Project, make the land donation, or payment in lieu thereof, required by Section 10-23-4 of the Zoning Ordinance, in the manner and amount set forth in Section 10-23-4.

Signed: \_\_\_\_\_

*Frank R. Martin*  
Frank Martin, Chairman  
Development Review Board  
Village of River Forest

Dated: \_\_\_\_\_

*November 3, 2016*





## Village of River Forest

Village Administrator's Office

400 Park Avenue  
River Forest, IL 60305  
Tel: 708-366-8500

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### MEMORANDUM

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Date: January 8, 2018

To: Chairman Frank Martin and Development Review Board Members

From: Lisa Scheiner, Assistant Village Administrator

Subj: 1101 Bonnie Brae - Planned Development Major Amendment - Setbacks

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The Village's staff has reviewed the developer's request to further encroach into the required setbacks and determined that the proposed major amendment will have no impact on Village services.

# Bonnie Brae Construction, LLC.

3528 Walnut Ave., Wilmette, Illinois 60091

Tel: (847) 728-0584

Fax: (847) 728-0585

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**PUBLIC NOTICE  
DEVELOPMENT REVIEW BOARD  
RIVER FOREST, ILLINOIS**

Public notice is hereby given that a Public Hearing will be held by the Development Review Board of the Village of River Forest, County of Cook, State of Illinois, on Thursday, February 15, at 7:30 p.m. in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois, on the following matters:

Application #18-01: AMENDMENT TO THE PLANNED DEVELOPMENT GRANTED BY ORDINANCE 3628 REGARDING THE ENCROACHMENT OF THE FOUR STORY, 15 UNIT CONDOMINIUM BUILDING AT 1101-1107 BONNIE BRAE PLACE.

The address of the subject property is 1101-1107 Bonnie Brae Place and 1111 Bonnie Brae Place, River Forest. (The legal description is on the next page)

The applicant is Bonnie Brae Construction, LLC.

All interested persons will be given the opportunity to be heard at the Public Hearing. A copy of the application will be available to the public at the Village hall as of Wednesday, February 7, or online at [www.vrf.us](http://www.vrf.us).

Any questions regarding this project or the Planned Development process can be directed to Lisa Scheiner, Assistant Village Administrator, at [lscheiner@vrf.us](mailto:lscheiner@vrf.us) or 708-714-3554.

If you cannot attend the Public Hearing but would like to provide comments to the Development Review Board, you may submit comments in writing, via letter or email, no later than Wednesday, February 14, (day before public hearing), to Lisa Scheiner, Assistant Village Administrator.

Sincerely,

Art Gurevich, Manager  
Bonnie Brae Construction, LLC

The legal description of the property is as follows:

#### 1001-07 Bonnie Brae Place

LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 1101-1107 Bonnie Brae Place, River Forest Illinois 60305

P.I.N.'s (undivided and underlying): 15-01-403-020-0000

15-01-403-021-0000

#### 1111 Bonnie Brae Place

LOT 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Commonly known as: 1111 Bonnie Brae Place, River Forest Illinois 60305

P.I.N.'s (undivided and underlying): 15-01-403-019-0000

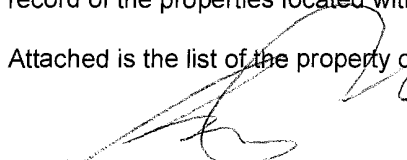


## AFFIDAVIT

Village of River Forest  
400 Park Ave.  
River Forest, Illinois 60305

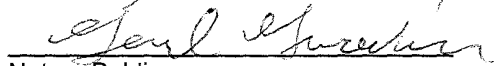
I, Art Gurevich, as the Manager of Bonnie Brae Construction, LLC and as its authorized representative, hereby attest that the requirement of informing the neighbors within 500 of our proposed development at 1101 – 1111 and inviting them to a Neighbors Meeting to be held at the River Forest Village Hall at 7:00 PM on February 15, 2018, has been fulfilled by mailing an appropriate notice to the property owners of record of the properties located within 500 of the proposed development..

Attached is the list of the property owners to whom we mailed the notice.

  
\_\_\_\_\_  
Art Gurevich



Subscribed and sworn to before  
Me this 30 day of January, 2018

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

13 • FAX: (708) 467-9066 • E-MAIL: CLASSIFIEDS@OAKPARK.COM | CLASSIFIEDS@RIVERFOREST.COM

## MBING

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## PLUMBING

## PUBLIC NOTICES

### PUBLIC NOTICE

Notice is hereby given, pursuant to "An Act in relation to the use of an Assumed Business Name in the conduct or transaction of Business in the State," as amended, that a certification was registered by the undersigned with the Office of the Minnesota Secretary of State Original File Number: 986786100037 on December 30, 2017. Under the Assumed Business Name of ANDREW JOHNSTON with the business located at: 1114 ELGIN AVENUE APT. NO. 3, FOREST PARK, IL 60130. The true and real full name(s) and residence address of the owner(s)/partner(s) is: ANDREW JAMES JOHNSTON 1114 ELGIN AVE., NO. 3, FOREST PARK, IL 60130; SAMANTHA CONCETTA BELLINDER 1114 ELGIN AVE., NO. 3, FOREST PARK, IL 60130.

Published in Forest Park Review  
1/17, 1/24, 1/31/2018

## PUBLIC NOTICES

### LEGAL NOTICE

#### ANNUAL APPROPRIATION ORDINANCE PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Village of Brookfield will hold a public hearing at 6:15 P.M. on February 12, 2018 at the Edward Barcal Hall in the Municipal Building of the Village of Brookfield, 8820 Brookfield Avenue, Brookfield, Illinois 60513 on the Village's proposed appropriation ordinance, which will serve as the basis for the Village's 2018 Annual Appropriation Ordinance.

The proposed appropriation ordinance will be on file in the Village Clerk's Office for at least ten (10) days prior to February 12, 2018 and copies thereof will be conveniently available for public examination and copying.

Brigid Weber, Village Clerk

Published in RB Landmark  
1/31/2018

#### LEGAL NOTICE VILLAGE OF RIVER FOREST DEVELOPMENT REVIEW BOARD RIVER FOREST, ILLINOIS

Public notice is hereby given that a Public Hearing will be held by the Development Review Board of the Village of River Forest, County of Cook, State of Illinois, on Thursday, February 15, 2018 at 7:30 p.m. in the Community Room of the River Forest Village Hall, 400 Park Avenue, River Forest, Illinois on the following matter:

Application #18-01: Amendment to the Planned Development granted by Ordinance 3628 regarding the encroachment of the four story, 15 unit condominium building at 1101-1107 Bonnie Brae Place.

The Legal Descriptions of the properties are as follows:

1101-1107 BONNIE BRAE PLACE: LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/3 OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND

1111 BONNIE BRAE PLACE: LOT 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST 1/3 OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The applicant is: Bonnie Brae Construction, LLC, 3528 Walnut Avenue, Wilmette, IL 60091

All interested persons will be given the opportunity to be heard at the public hearing, the purpose of which is to take evidence on the Application for the Development Review Board and Village Board to consider. A copy of the application and meeting agenda will be available to the public at the Village Hall, 400 Park Avenue, River Forest, or at [www.vrf.us](http://www.vrf.us) no later than January 31, 2018.

Clifford Radatz  
Secretary  
Development Review Board

Published in Wednesday Journal  
1/31/2018

## PUBLIC NOTICES



### LEGAL NOTICE

#### REQUEST FOR PROPOSALS

The Village of Oak Park, Police Department is seeking proposals from vendors to provide towing services for the Village of Oak Park.

#### SUBMISSION OF PROPOSAL INSTRUCTIONS AND CALENDAR

Proposals shall be submitted on or before Friday, February 23, 2018 at 5:00pm to:

Village of Oak Park  
Police Department  
123 Madison St.  
Oak Park, IL 60302

PROPOSALS MUST BE ENCLOSED IN SEALED ENVELOPES INDICATING "SEALED PROPOSAL - TOWING SERVICES"

Published in Wednesday Journal  
1/31/2018

#### PUBLIC NOTICE Oak Park Elementary School District 97 Oak Park, Illinois

#### ADVERTISEMENT FOR BID

Oak Park Elementary School District #97 will receive sealed bids for the:

Asbestos Abatement Projects at Lincoln Elementary, Holmes Elementary and Hatch Elementary

The Bid Opening will be on Tuesday, February 13, 2018 at 2:00 p.m. at the Oak Park Elementary School District #97 Office located at 260 Madison Avenue, Oak Park, IL 60302. At this time sealed bids will be publicly opened and read. A Bid Security of 10% of the Bid is required with the proposal. The Contractor must pay the Prevailing Wage Rates for all work per Illinois Law.

A Pre-Bid Meeting is scheduled on Thursday, February 1, 2018. Pre-bid Meeting will be starting at Holmes Elementary School at 3:00 p.m.

Copies of specifications may be secured prior to the Pre-Bid Meeting date from the offices of Jacob & Helmer Associates, Inc., 1333 Butterfield Road, Suite 300, Downers Grove, IL 60515. (630) 652-4680. Cut-off date for pick-up plans is 4:00pm, Monday, February 5, 2018.

Contractor shall demonstrate experience of at least five IDPH asbestos abatement projects in projects with a contract value of \$100,000 or greater within the last 5 years.

The Owner reserves the right to reject any or all bids, to waive irregularities in the bidding procedure, or accept the Bid that, in its opinion, will serve the best interest of the School District. Any such decision shall be considered final. The Owner reserves the right to set aside a Bid from a Contractor who, in the Owner's opinion, does not exhibit past experience equal to the size and scope of this project.

The bidder shall have a written sexual harassment policy in place in full compliance with Section 2-105 of the Illinois Human Rights Act.

All questions shall be directed to Jacob & Helmer Associates, Inc., 1333 Butterfield Road, Suite 300, Downers Grove, IL 60515. (630) 652-4680.

Published in Wednesday Journal  
1/31/2018

## NOTICES

## PUBLIC NOTICES

## PUBLIC NOTICES

### LEGAL NOTICE OF PUBLIC HEARING

#### VILLAGE OF OAK PARK, COOK COUNTY, ILLINOIS SPECIAL SERVICE AREA NUMBER 8



HEREBY GIVEN that on 1/18, at 7:30 p.m. at the offices of the Oak Park 23 Madison Street, Oak a public hearing shall be held by the President and Board of the Village of Oak Park, Illinois (the "Village"), to consider the East, Columbus and Euclid Avenues Special Service Area Number 8 ("Service Area") at the property described in this Notice.

The Special Service Area generally bounded by the west and east sides of the North East Avenue, west sides of the 1200 and 1200 Block Avenue, the east side of the 1200 Block Avenue, and the east side of North Euclid Avenue, north immediately south of the residential property in the range of 1235 inclusive.

is legally described as

OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, AS FOLLOWS: AT THE NORTHEAST CORNER OF LOT 14 IN BLOCK 15 AND SON'S NORTH SUBDIVISION; THENCE ALONG THE EAST LINE OF LOT 14 AND ITS EXTENSION, MORE OR LESS, TO THE EAST CORNER OF BLOCK ONE IN SAID SON'S NORTH OAK SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID LOT 14 AND ITS EXTENSION, MORE OR LESS, TO THE WEST CORNER OF THE LOT IN THEIN'S SUBDIVISION; THENCE ALONG THE WEST LINE OF LOT 11 AND ITS EXTENSION, MORE OR LESS, TO THE WEST CORNER OF BLOCK ONE IN ROSA'S; THENCE EAST ALONG THE NORTH LINE OF SAID BLOCK ONE AND ITS EXTENSION, MORE OR LESS, TO THE POINT OF BEGINNING.

map of the Property and the office of the Village available for public inspection is attached hereto and is hereby referred to.

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18-06-203-015-0000  
18-06-203-016-0000  
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18-06-203-027-0000  
18-06-203-028-0000  
18-06-204-014-0000  
18-06-204-015-0000  
18-06-204-016-0000  
18-06-204-017-0000  
18-06-204-018-0000

All interested persons, including all persons owning taxable real property located within the proposed Special Service Area, will be given an opportunity to be heard regarding the formation and boundaries of the proposed Special Service Area and the levy of taxes for the proposed Special Service Area and all such persons may object to the formation of the proposed Special Service Area, and the levy of taxes affecting the proposed Special Service Area.

The purpose of the establishment of the proposed Special Service Area is to provide special municipal services, namely, to design, construct, install and maintain speed tables mid-block on the 1200 blocks of North East Avenue, Columbus Avenue, Linden Avenue and North Euclid Avenue, including all associated costs of engineering, construction, inspection, and legal fees for the speed tables, and the Village's costs for mailing, publication, recording, and other necessary and incidental expenses incurred in establishing the Special Service Area.

At the public hearing, there will be considered whether the proposed Special Service Area shall be established; the boundaries of the proposed Special Service Area; the special services to be provided and the estimated amount of funding required. If the Special Service Area is established, a special tax will be levied for a period not to exceed 5 years and not to exceed an amount of 0.041% per annum of assessed value, as equalized, against the Property included in the Special Service Area. The proposed amount of the tax levy for the special municipal services for the initial year for which taxes will be levied is \$4,500.00.

The public hearing may be adjourned by the President and Board of Trustees to another date without further notice other than by a motion fixing the time and place of the adjourned meeting, which shall be entered upon the minutes of the hearing.

If a petition is signed by at least 51% of the electors residing within the Special Service Area and by at least 51% of the owners of record of the land included within the boundaries of the proposed Special Service Area and is filed with the Village Clerk within 60 days following the final adjournment of the public hearing objecting to the creation of the proposed Special Service Area, the imposition of a tax, or the issuance of the Special Service Area, the

State of Illinois  
County of Cook  
Oak Park, Illinois

I, Dan Haley do hereby certify that I am one of the publishers of the WEDNESDAY JOURNAL, a secular newspaper, published by WEDNESDAY JOURNAL, INC., of Oak Park, County of Cook and in the State of Illinois for more than one year prior to this date.

January 31, A.D. 2018

I do further certify that the said WEDNESDAY JOURNAL has been a secular newspaper of general circulation throughout the Villages of Oak Park & River Forest, Cook County, Illinois for more than one year past, and is in compliance with Illinois revised Statute, Chapter 100.

I do further certify that the printed notice re: LEGAL NOTICE is given that a Public Hearing will be held by the Development Review Board of the Village of River Forest on February 15, 2018 on the following matter: Application #18-01

attached hereto is a true, perfect and complete copy of the notice which was published in the said WEDNESDAY JOURNAL in each and every copy of its issue dated:

January 31,

A.D. 2018

A.D. 2018

A.D. 2018

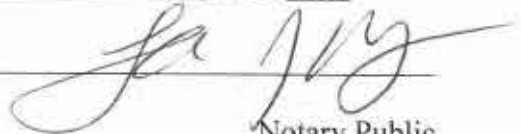
I do further certify that I am duly authorized by said WEDNESDAY JOURNAL, INC. to make this certificate and affidavit.



One of the publishers

Sworn and subscribed to me this 31st  
day of January

A.D. 2018



Notary Public



- D. Each planned development should be presented and judged on its own merits. It shall not be sufficient to base justification for approval of a development upon an already existing planned development except to the extent such development has been approved as part of a master plan.
- E. The burden of providing evidence and persuasion that any planned development permit is necessary and desirable shall in every case rest with the applicant.
- F. Buildings and uses or combination of uses within a planned development shall be limited solely to those approved as part of the zoning ordinance granting a planned development permit provided, however, that any buildings and uses or combination of uses in compliance with the master plan approved as part of the zoning ordinance granting a planned development permit may be approved by the development review board and the village board of trustees.
- G. Any applicant shall be subject to a penalty of up to seven hundred fifty dollars per day to be assessed against the applicant and recorded as a lien against the applicant's property in the village for failure to comply with any condition, contingency or master plan submitted by the applicant or imposed by the village to comply with this chapter. (Ord. 3587, 2-29-2016)

### **10-19-3: STANDARDS FOR REVIEW:**

An application for approval as a planned development shall be granted by the board of trustees only if it finds that the applicant has demonstrated that at a minimum the proposed use or combination of uses complies with the following standards:

- A. The proposed use or combination of uses is consistent with the goals and policies of the comprehensive plan;
- B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the village;
- C. The proposed use or combination of uses will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this zoning title;
- D. The establishment of the proposed use or combination of uses will not impede the normal and orderly development and improvement of surrounding properties for uses or combination of uses

otherwise permitted in the zoning district;

E. The proposed use or combination of uses will not diminish property values in the vicinity;

F. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses;

G. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a manner that minimizes traffic congestion in the public streets;

H. The proposed use or combination of uses will be consistent with the character of the village;

I. Development of the proposed use or combination of uses will not materially affect a known historical or cultural resource;

J. The design of the proposed use or combination of uses considers the relationship of the proposed use or combination of uses to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use or combination of uses on adjacent property;

K. The design of the proposed use or combination of uses promotes a safe and comfortable pedestrian environment;

L. The applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development of any buffers, landscaping, public open space, and other improvements associated with the proposed use or combination of uses;

M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the village, except to the extent that such burden is balanced by the benefit derived by the village from the proposed use; and

N. The proposed use or combination of uses will meet the objectives and other requirements set forth in this chapter.

- O. Except as provided in subsection 10-19-4B of this chapter, no planned development containing multi-family housing shall be approved unless the following standards are met:
1. At least 2.5 parking spaces per dwelling unit are provided for. This requirement may be met by a contract, easement or other device providing permanent rights to off site parking; and
  2. No less than two thousand eight hundred square feet of land area shall be provided for each residential unit. A parking area which meets the requirements of subsection O1 of this section may be used in meeting this requirement; and
  3. One of the following criteria is met:
    - a. If the underlying zoning district is C1, C2 or C3, the proposed development provides for space devoted exclusively to retail sales;
    - b. The total number of parking spaces on the site is increased from that existing at the time of the application.
  4. The requirements of this subsection O may be met using more than one site within the village and as part of a master plan submitted by the applicant with the application. (Ord. 3587, 2-29-2016)

#### **10-19-4: SITE DEVELOPMENT ALLOWANCES:**

- A. Site development allowances, i.e., alterations or variations from the underlying zoning provisions set forth outside this chapter may be approved provided the applicant specifically identifies each such site development allowance and demonstrates how each such site development allowance would be compatible with surrounding development and is in furtherance of the stated objectives of this section.
- B. A waiver may be granted for any of the requirements set forth in subsection 10-19-3O of this chapter for any planned development containing multi-family housing which replaces an existing structure on the same site containing multi-family housing or submitted by the applicant as part of a master plan. (Ord. 3587, 2-29-2016)

#### **10-19-5: PROCEDURES:**

The following steps are provided to assure the orderly review of every planned development application in a timely and equitable manner:

##### **A. Prefiling Review And Transmittal Of Application:**

###### **1. Conference:**



# **VILLAGE OF RIVER FOREST**

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## **APPLICATION FOR PLANNED DEVELOPMENT CONDOMINIUM DEVELOPMENT AT 1101 -11 Bonnie Brae Place**

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### **APPLICANT**

**BONNIE BRAE CONSTRUCTION, LLC.  
3528 Walnut Ave.  
Wilmette, Illinois 60091  
(ph) 847-401-2642  
artg1234@hotmail.com**

**VILLAGE OF RIVER FOREST PLANNED DEVELOPMENT APPLICATION**

**1101- 1111 Bonnie Brae Place**

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Plan
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**TAB 1**

**INTRODUCTION AND EXECUTIVE SUMMARY**  
**APPLICANT INFORMATION**

## **Introduction and Executive Summary**

Bonnie Brae Construction, LLC. is pleased to present its new condominium development to be located at 1101 -1111 Bonnie Brae Place.

The property is currently improved with a 34 car parking lot, 2 garage buildings for 9 cars, and a 3 story, 6 unit apartment building.

The parking lot is currently utilized by the apartment building tenants and the apartment building is mostly occupied by Concordia University students under annual leases.

Under the proposed plan, we will de-convert the apartment building into a 3 unit condominium and construct a new, 4 story, up to 15 unit condominium building on the parking lot parcel.

Parking will be provided at a rate of 2.5 parking spaces per dwelling unit.

We will add an elevator to the existing building and equip the new building with 2 elevators. Two elevators will prevent the elevator service interruption in case one of the elevators is out of service.

The new building will have poured in place concrete floors at each level and face brick and limestone facades. Other prominent features will include floor to ceiling windows, 10 foot ceilings, oversize balconies and terraces, rooftop decks, community room, state of the art building security system, premium interior finishes, including crown moldings, oversize baseboards and trim, hardwood floors throughout, natural stone or porcelain bathrooms with heated floors, custom cabinetry and natural stone countertops, commercial grade stainless steel appliances, and many other luxury features. A particular attention will be given to sound attenuation between the units.

Even though we planned for large units, we offer our Buyers a flexibility to combine units or parts of units in order to create a true custom experience and to enable them to have their units their way.

The design of the building is consistent with high quality architecture of the Village of River Forest and will add to the neighborhood appeal.

**APPLICANT INFORMATION**

Property Owner                Bonnie Brae Construction, LLC  
Applicant                        3528 Walnut Ave.  
Development Entity:        Wilmette, Illinois 60091

**Principals: Art Gurevich and Marko Boldun**

Over the last 16 years, Mr. Mark Boldun and Mr. Art Gurevich built several dozen projects varying in size from custom single family homes to many mid-size (6-13) unit elevator buildings, to several townhome development (15-18 units). Mr. Mark Boldun and Mr. Art Gurevich buildings received 2 awards: The New Construction Award from the Chicago Commission on Landmarks (4510 S. Greenwood and 4512 S. Greenwood) and The Good Neighbor Award from the Chicago Association of Realtors (4115 S. Drexel Blvd.). Current projects consist of an 8 residential condo units at 2442 N. Clybourn, 15 townhome development at 2823 N. Oakley (just completed), 7 residential condo units at 2140 W. Armitage, 4 residential condo units at 2301 W. Wolfram, all in Chicago and 8 Condominiums and 17 Townhomes development in Oak Park. There are also several smaller projects in progress in Chicago and suburbs. Mr. Mark Boldun and Mr. Art Gurevich are involved in every phase of the project development, from acquisition of land, to working with an architect on concept development and layouts optimization, to planning and zoning issues, to building permits, construction, inspections, certificates of occupancy, and legal issues related to units closings. Mr. Mark Boldun and Mr. Art Gurevich have excellent working relationship with the City of Chicago Aldermen in the wards where they have their projects –Toni Preckwinkle, former Alderman of 4<sup>th</sup> Ward (now Chairman of the Cook County Board); and Alderman Michelle Smith, 43<sup>rd</sup> Ward (Lincoln Park). We also enjoy excellent working relationship with the City of Chicago Department of Planning and the City of Chicago Building Department. Mr. Mark Boldun and Mr. Art Gurevich have an unblemished reputation with all of these agencies and have never been involved in a law suit in relation to their product.

During the last recession, Mr. Boldun and Mr. Gurevich acquired many foreclosed distressed projects from area banks and successfully brought them to completion and sale.

Mr. Gurevich and Mr. Boldun have financial, technical and management wherewithal to successfully complete the proposed development at 1101 – 1111 Bonnie Brae Place in River Forest.

**Mr. Mark Boldun, BSCE.** Mr. Boldun is career construction industry professional, with more than 40 years of experience encompassing all phases of construction. After graduating from the Ukrainian Institute of Construction Engineering with a degree in Civil Engineering, he rose through the ranks in one of the largest state owned construction companies in Ukraine, from the Project Superintendent to Chief Engineer to 10 years as the Assistant General Director. The 1,500 employee company was one of the largest residential builders in Ukraine, with annual production of 1,100,000 square feet of living space.

**Mr. Art Gurevich, BSCE, MBA.** Mr. Gurevich is a career construction industry professional, with more than 30 years of experience encompassing all phases of construction. After Graduating from the Illinois Institute of Technology with a degree in Civil Engineering, Mr. Gurevich worked as a Structural Designer for one of the leading nuclear power station design firms and attended a Graduate Management School at the University of Illinois. After receiving his MBA, Mr. Gurevich worked as a Supervisor of Inspectional Services for the Village of Hanover Park, Illinois, and later, for almost 9 years, as a Building Commissioner for the Village of Vernon Hills, Illinois. In this position, Mr. Gurevich, with a staff of 10, oversaw all phases of the planning, zoning and building function of the Village of Vernon Hills, with over 200 million dollars annual construction volume. Since 1999, Mr. Gurevich has been developing residential projects with Mr. Boldun in the City of Chicago and neighboring suburbs.

### **Messrs. Art Gurevich and Mark Boldun Development Projects**

Mr. Art Gurevich and Mr. Mark Boldun developed more than 70 construction projects in the Chicago area over the past 17 years. A complete list and description of these projects is available upon request.

**TAB 2**

**SURVEY**

**LEGAL DESCRIPTION**



CHICAGOLAND SURVEY COMPANY INC.

6501 W. 65TH STREET CHICAGO, ILLINOIS 60638 (773) 271-9447  
PROFESSIONAL DESIGN FIRM LICENSE NO: 184-005262 EXPIRES 04/30/2017  
CHICAGOLANDSURVEY@SBCGLOBAL.NET

ALTA/ACSM LAND TITLE SURVEY OF

PARCEL 1:  
LOT 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE  
SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S  
ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST 1/2 OF  
THE SOUTHEAST 1/4 AND THE EAST ONE THIRD OF THE WEST 1/2 OF  
SAID SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PARCEL 2:  
LOT 15 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE  
SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S  
ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST 1/2 OF  
THE SOUTHEAST 1/4 AND THE EAST ONE THIRD OF THE WEST 1/2 OF  
SAID SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PARCEL 3:  
LOT 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE  
SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S  
ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST 1/2 OF  
THE SOUTHEAST 1/4 AND THE EAST ONE THIRD OF THE WEST 1/2 OF  
SAID SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS.

PROPERTY KNOWN AS:  
1101-1111 BONNIE BRAE PLACE, RIVER FOREST, ILLINOIS

P.I.N. PARCEL 1: 15-01-403-019-0000; PARCEL 2: 15-01-403-020-0000;  
PARCEL 3: 15-01-403-021-0000

ZONING:

R-4: MULTY FAMILY- RESIDENTIAL DISTRICT  
FOR BULK RESTRICTION REFER TO:  
PUBLIC WORKS DEPARTMENT  
VILLAGE OF RIVER FOREST  
400 PARK AVENUE  
RIVER FOREST, ILLINOIS 60305  
TEL. (708) 366-8500

PROPERTY AREA= 27,681 SQ. FT.  
BUILDING AREA= 3,042 SQ. FT.  
PARKING SPACES= 34

BONNIE BRAE

66' R.O.W. HERETOFORE DEDICATED AS FOR PUBLIC ROAD PURPOSES  
ASPHALT P.W.T



SCALE: 1" = 20'  
ORDERED BY: ART GUREVICH  
FILE NO.: 115-70

FIELD WORK COMPLETED 07/27/2015

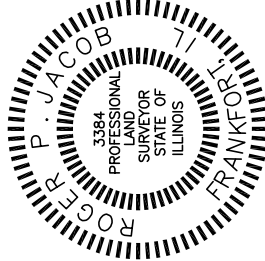
NOTE:

IN MATTERS OF RECORD, WE HAVE RELIED UPON CHICAGO TITLE INSURANCE COMPANY  
ALTA OWNERS FORM, POLICY NUMBER: 15NW5759158WC , EFFECTIVE DATE: JANUARY 2015.

THE UNDERSIGNED HEREBY CERTIFIES, AS OF JULY 28, 2015,  
TO:

CHICAGO TITLE INSURANCE COMPANY  
SOHO DEVELOPMENT, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY  
ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE  
2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM  
LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY  
ALTA AND NSPS, AND INCLUDES ITEMS  
1,2,3,4,6(g),6(b),7(a),7(b),8,9,10,11(c),13,14,16,17,18,19,20 OF  
TABLE A THEREOF.



DATED THIS 28 TH. DAY OF JULY 2015.

LICENSE EXPIRES  
11/30/2016

BY: *Roger P. Jacob*  
ILLINOIS PROFESSIONAL AND SURVEYOR NO. 3384

BEARING BASIS:

THE WESTERLY LINE OF SUBJECT PROPERTY IS ASSUMED TO  
BE NORTH 0 DEGREES 0 MINUTES 44 SECONDS EAST.

NOTE:

THERE IS NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR  
BUILDING ADDITIONS, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS, SITE USE AS  
SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.

THOMAS STREET

66' R.O.W. HERETOFORE DEDICATED AS FOR PUBLIC ROAD PURPOSES  
ASPHALT P.W.T

NOTE:

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN  
ON THE SURVEY PLAT, REFER TO YOUR ABSTRACT, DEED,  
AND LOCAL BUILDING REGULATIONS.

UTILITY DATA, OTHER THAN PHYSICAL EVIDENCE VISIBLE ON THE  
GROUND, IS SHOWN AS PROVIDED BY THE PRIVATE AND PUBLIC  
SOURCES AND SHOULD BE ASSUMED TO BE APPROXIMATE.

LOT 13

184.54' N 89°49'16" E

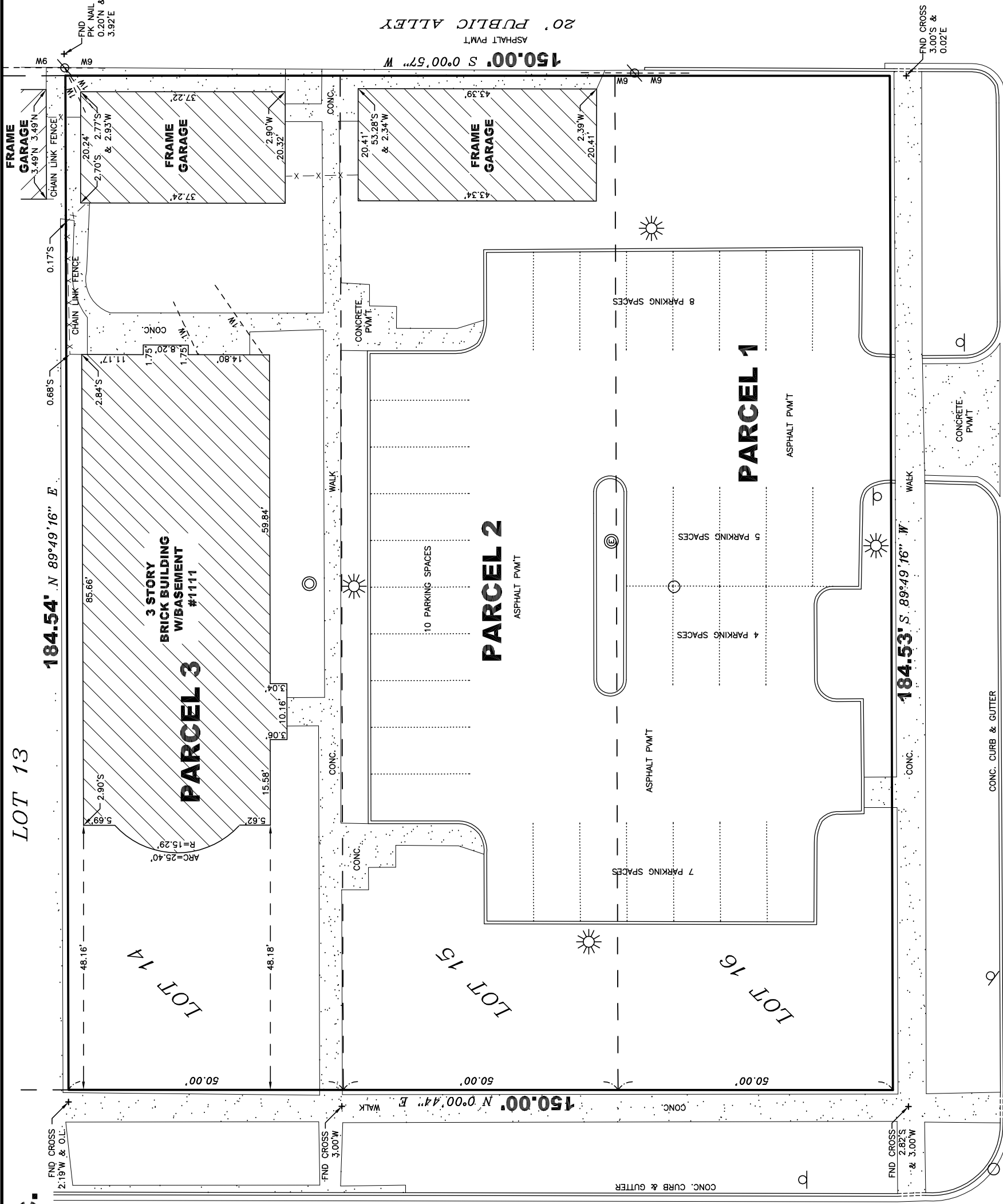
PARCEL 3

3 STORY  
BRICK BUILDING  
W/BASEMENT  
#1111

PARCEL 2

PARCEL 1

184.53' S 89°49'16" W



**DESCRIPTOPON OF THE PROPERTY**

**1001-07 Bonnie Brae Place**

**LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**Commonly known as: 1101-1107 Bonnie Brae Place, River Forest Illinois 60305**

**P.I.N.'s (undivided and underlying): 15-01-403-020-0000**

**15-01-403-021-0000**

**1111 Bonnie Brae Place**

**LOT 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**Commonly known as: 1111 Bonnie Brae Place, River Forest Illinois 60305**

**P.I.N.'s (undivided and underlying): 15-01-403-019-0000**

**TAB 3**

**COMPLIANCE WITH COMPREHENSIVE PLAN**

**COMPLIANCE WITH STANDARDS AND OBJECTIVES**

## **STANDARDS FOR REVIEW (Section 10-19-3) – COMPLIANCE STATEMENT**

A. The proposed use or combination of uses is consistent with the goals and policies of the comprehensive plan;

The Planned Development proposing redevelopment of the subject site with a rehabilitation of an existing building by de-converting it from 6 rental units to 3 luxury condominium units and by constructing a 15 unit condominium building at the location of the existing parking lot.

In addition to the highest quality exterior materials, interior finishes and building amenities, the Planned Development proposes extensive site landscaping, including decorative and security lighting.

The Comprehensive Plan Map shows the proposed development site as multi-family residential and as school. At the time that the Comprehensive Plan was written, the parking lot belonged to Concordia University. It had since changed ownership and the “school” designation is outdated. The parking lot site is surrounded by multi-family uses on 3 sides, with Concordia University across the street. A multi-family use for the parking lot site is consistent with the Comprehensive Plan intent.

The Planned Development will significantly improve the existing housing stock in the Village (rehabilitation of the existing building) and add up to 15 very high quality, luxury condominium units that are desirable by the Village and surrounding communities’ residents who no longer need their larger single family homes and desire to stay in or move to the Village of River Forest. Many of these people are deeply rooted in the River Forest civic life, have friend and family in or near the Village, and want to be close to the River Forest religious, cultural and leisure centers. In addressing this segment of the real estate market, the Planned Development specifically fulfills the following Comprehensive Plan goals and objectives, It is important to note that the only Comprehensive Plan Goals and Objectives that the Plan Development does not fulfill are those that are not applicable to this development, such as those related to public services, parks and recreation, intergovernmental programs, commercial properties, etc.

## **OVERALL COMMUNITY GOALS**

The following general goals have been developed as a “guiding framework” directing future land use and development decision making in the community.

### **Goal 1**

Continue to create a physically distinctive and high-quality community environment through efforts that preserve the existing quality of life, character, and heritage of the area, while anticipating change and progress in the future.



## **Rationale**

To enhance a sense of community and pride, there is a need to physically enhance and improve areas and structures within the Village. The Village expects to accomplish this through the design of land-use areas as well as in the coordination and improvement of public facilities and services. In support of its identity as a strong residential community, River Forest is committed to providing community facilities and services that meet residents' expectations.

## **Goal 2**

Achieve a balanced pattern of development in the community that provides for well designed, compatible and economically sustainable residential, commercial, and public areas of the Village.

## **Rationale**

There is a high level of consensus in the community on the need to develop, redevelop, and improve appropriate sites in a manner which has long-term economic stability and meets the community character, residential, economic, social, cultural, educational, recreational and lifestyle needs of Village residents.

## **Goal 3**

Protect and enhance the residential neighborhoods, trees, parks and open spaces, and community and institutional facilities as key amenities that contribute greatly to the overall character and quality of life in River Forest.

## **Rationale**

Identified as some of the most important and defining characteristics of the Village, the residential neighborhoods, trees, parks and open spaces, and community and institutional facilities distinguish River Forest from other communities and contribute to the area's overall desirability as a place to live and visit.

## **COMMUNITY APPEARANCE AND CHARACTER**

### **Goal**

Maintain an attractive and distinctive community image and identity that builds upon and enhances River Forest's traditional qualities and characteristics, and distinguishes it from surrounding communities.

## **Objectives**

1. Maintain and enhance the Village's overall atmosphere and character.
2. Maintain the attractive tree lined streets, pedestrian scale and other distinguishing qualities of River Forest's existing residential neighborhoods.
4. Undertake design and appearance improvements along the major thoroughfares that pass through the community.
7. Preserve and maintain sites and buildings of significant historical, architectural and cultural interest and value.
9. Continue the "greening" of River Forest by maintaining existing trees whenever possible, reforestation and new land-scape plantings.
10. Promote high standards of design and construction for all development within the Village.

## **HOUSING AND RESIDENT**

### **Goal**

Maintain the Village as an exceptional residential community and retain its predominant single-family detached dwelling character and varied architectural styles.

*(Applicant comment: Even though this goal is directed toward single-family neighborhoods, the Planned Development fulfils the spirit of its objectives in a multi-family development)*

### **Objectives**

4. Protect residential areas from the encroachment of incompatible land uses and the adverse impacts of adjacent activities.
5. Preserve sound existing housing through effective code enforcement and preventive maintenance.
6. Promote the improvement, rehabilitation, or replacement of deteriorating or obsolete residential properties.
7. Encourage new residential development that provides for the needs of the Village's population.

8. Ensure that home improvements, additions and new housing construction are compatible with, complement, and enhance the existing scale and character of the neighborhoods.

9. Ensure that new residential development provides adequate parking to accommodate residents and guests.

10. Encourage the long standing tradition of fine architecture in new homes and additions.

## **TRANSPORTATION**

### **Goal**

Maintain a balanced transportation system that provides for safe and efficient movement of vehicles, bicycles and pedestrians, reinforces surrounding development patterns, and enhances regional transportation facilities.

### **Objectives**

1. Minimize non-local and commercial traffic within residential neighborhoods.
4. Provide adequate parking for all areas of the Village, including employee and customer parking for commercial uses, resident and visitor parking for residential uses, commuter parking for transit riders, and user parking for community facilities and institutions.
5. Promote shared use of parking facilities by those properties with excess parking capacity in areas identified as having a need for additional parking.

## **COMMUNITY FACILITIES AND SERVICES**

### **Goal**

Maintain a system of community facilities that provides for the efficient and effective delivery of public services and enhances the Village as a desirable place in which to live and do business.

### **Objectives**

7. Provide adequate water supply, water distribution and sewer systems throughout the Village.

9. Continue to require overhead sewer connections or encourage other effective flood control measures where overhead sewers are not possible.

10. Ensure effective storm water management so that new residential and non-residential development does not adversely impact adjacent or nearby properties.

## **FISCAL AND ECONOMIC DEVELOPMENT**

### **Goal**

Strengthen the Village's economic base by enhancing the mix and quality of commercial, retail, and office uses within designated areas of the Village.

### **Objectives**

3. Ensure that new development pays its fair share of public facilities and service costs which are attributable to the demand for additional facilities or services as a result of new development.

B. The establishment, maintenance, or operation of the use or combination of uses will not be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the village;

The Planned Development will add high quality multi-family units to the existing River Forest housing stock. It is fully consistent with the Comprehensive Plan. No part of this development will in any way be detrimental to or endanger the public health, safety, comfort, morals, or general welfare of the residents of the Village.

C. The proposed use or combination of uses will not diminish the use or enjoyment of other property in the vicinity for those uses or combination of uses which are permitted by this zoning title;

The Planned Development is fully consistent with the surrounding uses. In fact, it will replace an inconsistent use (a parking lot) with a high quality multi-family building. The proposed use is in compliance with the Village Zoning Ordinance. The applicant sent more than 150 letters to the neighbors and had a meeting with them. There were absolutely no negative comments about the proposed development.

D. The establishment of the proposed use or combination of uses will not impede the normal and orderly development and improvement of surrounding properties for uses or combination of uses otherwise permitted in the zoning district;

The Planned Development is consistent with the surrounding uses and will in no way impede the normal and orderly development and improvement of surrounding properties.



E. The proposed use or combination of uses will not diminish property values in the vicinity;

The proposed Planned Development will involve a significant investment into the site presently occupied by an older building and a parking lot and will result in a high quality multi-family buildings. It will not diminish the property values in the vicinity. By its very nature, the proposed development will enhance the property values in the vicinity.

F. Adequate utilities, road access, drainage, police and fire service and other necessary facilities already exist or will be provided to serve the proposed use or combination of uses;

The proposed Planned Development will comply with all municipal requirements, including civil engineering, building code, and fire prevention. The building will provide adequate parking for the occupants and convenient access by emergency services.

G. Adequate measures already exist or will be taken to provide ingress and egress to the proposed use or combination of uses in a manner that minimizes traffic congestion in the public streets;

The Applicant's commissioned a traffic study shows that the proposed development will not create any traffic congestion and that the site has a convenient ingress and egress utilizing a public alley. The Planned Development provides for at least 2 on-site parking spaces for each dwelling unit and for 5 guest parking spaces at a nearby Concordia University garage. The development site provides for ingress/egress that will minimize traffic congestion in the public street.

H. The proposed use or combination of uses will be consistent with the character of the village;

The Planned Development will bring to the Village a very high quality multi-family product. By its very nature, it is consistent with the character of the Village.

I. Development of the proposed use or combination of uses will not materially affect a known historical or cultural resource;

The Planned Development is not located in a Historic District. No known historical or cultural resources will be affected by the Planned Development.

J. The design of the proposed use or combination of uses considers the relationship of the proposed use or combination of uses to the surrounding area and minimizes adverse effects, including visual impacts of the proposed use or combination of uses on adjacent property;

The proposed architecture and the exterior materials specified for the building draw from neighboring buildings with architectural significance. While developing a concept for the proposed building the Applicant's Architect walked the area of several blocks around the development site, taking a record of significant architectural features in order to develop a design that would be complementary to the surrounding buildings.

K. The design of the proposed use or combination of uses promotes a safe and comfortable pedestrian environment;

The development site has a very good pedestrian access and the Planned Development will not diminish the existing safe and comfortable pedestrian environment.

L. The applicant has the financial and technical capacity to complete the proposed use or combination of uses and has made adequate provisions to guarantee the development of any buffers, landscaping, public open space, and other improvements associated with the proposed use or combination of uses;

The Development Team consists of seasoned development professional and has a vast experience and financial capacity to make the Planned Development a success. The Developer will post all guarantees required by the relevant Village ordinances.

M. The proposed use or combination of uses is economically viable and does not pose a current or potential burden upon the services, tax base, or other economic factors that affect the financial operations of the village, except to the extent that such burden is balanced by the benefit derived by the village from the proposed use; and

The proposed Planned Development will be funded through private equity and bank financing and will contribute to the Village tax base in a stable manner. The Developer performed market research that indicated that there is an unfulfilled need for high quality, luxury condominium units. The condominium units in the Planned Development will cater to this market.

N. The proposed use or combination of uses will meet the objectives and other requirements set forth in this section. (Ord. 2640, 5-23-1995)

As depicted on the enclosed Site Plan, the proposed Development conforms to the Zoning Ordinance and, as addressed above, the proposed Planned Development conforms to the Village Comprehensive Plan.

O. Except as provided in subsection [10-19-4B](#) of this chapter, no planned development containing multi-family housing shall be approved unless the following standards are met:

1. At least 2.5 parking spaces per dwelling unit are provided for. This requirement may be met by a contract, easement or other device providing permanent rights to off site parking; and

The proposed Planned Development provided for 46 off-street parking spaces in the garage located on the ground floor and the basement of the 1101 Bonnie Brae building and for 5 parking spaces located at 1111 Bonnie Brae. The proposed Planned Development involves a rehabilitation and de-conversion of an existing multi-family building.

2. No less than two thousand eight hundred square feet of land area shall be provided for each residential unit. A parking area which meets the requirements of subsection O1 of this section may be used in meeting this requirement; and

The proposed Planned Development site consists of 27,600 square feet in 2 building sites. There will be up 18 dwelling units in the proposed Planned Development. The proposed Planned Development involves a rehabilitation and de-conversion of an existing multi-family building.

3. One of the following criteria is met:

a. If the underlying zoning district is C1, C2 or C3, the proposed development provides for space devoted exclusively to retail sales;

The proposed Planned Development is located in the R-4 (Multi-Family Residential) Zoning District. No commercial component is required.

b. The total number of parking spaces on the site is increased from that existing at the time of the application.

There will be more parking spaces on the site as the result of this Planned Development

4. The requirements of this subsection O may be met using more than one site within the village and as part of a master plan submitted by the applicant with the application. (Ord. 3314, 12-14-2009)

#### 10-19-4: SITE DEVELOPMENT ALLOWANCES:

A. Site development allowances, i.e., alterations or variations from the underlying zoning provisions set forth outside this chapter may be approved provided the applicant specifically identifies each such site development allowance and demonstrates how each such site development allowance would be compatible with surrounding development and is in furtherance of the stated objectives of this section. (Ord. 2833, 6-21-1999)

In order to implement the proposed development, the Developer is seeking several variances from the underlying zoning provisions. These variances are detailed in the Code Variances section of this Application (Tab 12).

The proposed new condominium building will feature extra tall ceilings, expansive floor layouts, a community room at the rooftop level, attractive architectural design, premium façade materials, attractive landscaping and other features and amenities that will make the proposed development an enhancement to the surrounding area. The vicinity of the

proposed development contains several large residential and institutional buildings that will make the proposed development compatible with its surrounding.

The Developer is proposing to build a premium product that is currently lacking in the market. Without the requested variances, the proposed development will not be economically feasible and the desired product will not be achieved. The impact of the variances requested by the Developer will be mitigated by the ease of the site ingress/egress, attractive landscaping, abundance of the building conveniences and amenities, high quality of the building architecture and materials, ample private and common open space, and a replacement of a neighborhood incompatible use with a high quality residential building.

B. A waiver may be granted for any of the requirements set forth in subsection [10-19-30](#) of this chapter for any planned development containing multi-family housing which replaces an existing structure on the same site containing multi-family housing or submitted by the applicant as part of a master plan. (Ord. 2941, 10-22-2001)

The Applicant is seeking a waiver under this Section as described above. Specifically this waiver includes the requirement for 2,800 square feet of lot area per each dwelling unit.

The proposed development is a multi-family housing development and is a part of a master plan that involves the development of 2 buildings – the construction of a new building and the rehabilitation of a vintage building.

**TAB 4**

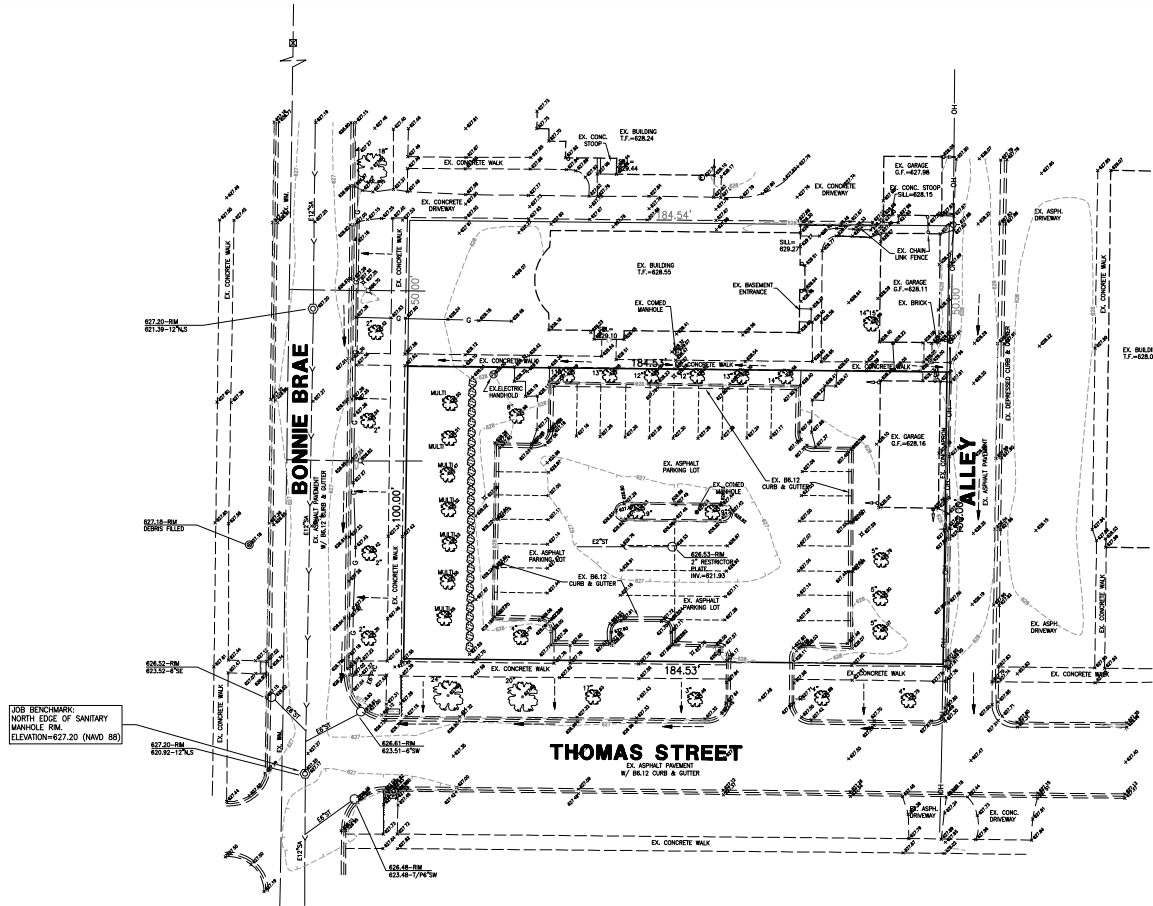
**SITE PLAN**

- **TOPOGRAPHY, TRANSPORTATION, UTILITIES**
- **LAND USE AND ZONING INFORMATION**



# LEGAL DESCRIPTION

LOTS 14,15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1,8,9,10,11,14,15 AND 16 IN 800'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 AND THE EAST ONE THIRD OF THE WEST 1/2 OF SAID SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



**SOURCE BENCHMARK:**  
NGS MONUMENT "M1649" LOCATED AT  
6478 W. NORTH AVENUE ±50' EAST  
OF WATCHES AVENUE.  
ELEVATION=643.63 (NAVD 88)

**JOB BENCHMARK:**  
NORTH EDGE OF SANITARY  
MANHOLE F.M.  
ELEVATION=627.20 (NAVD 88)

## LEGEND

- 104--- CONTOUR
- X 104.08 SPOT ELEVATION
- 10' DECIDUOUS TREE W/DIA.
- 12' CONIFEROUS TREE W/DIA.
- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- INLET
- WATER SERVICE BOX
- VALVE & VAULT
- ▽ FIRE HYDRANT
- ▽ UTILITY POLE
- ◇ LIGHT STANDARD
- STORM CULVERT
- SANITARY SEWER
- STORM SEWER
- WATER MAIN
- DITCH
- SWALE
- DIRECTION SURFACE DRAINAGE
- FENCE
- DOWNSPOUT

## NOTE

BOUNDARY TAKEN FROM PLAT OF SURVEY PREPARED BY CHICAGO LAND SURVEY COMPANY, INC., DATED JULY 28, 2015.  
BOUNDARY SHOWN IS ONLY AN ESTIMATE.  
THIS DRAWING IS NOT A PLAT OF SURVEY.



SOLE PROPERTY OF GREENGARD, INC. AND NO REPRODUCTION OR USE IN WHOLE OR PART WITHOUT WRITTEN PERMISSION OF GREENGARD, INC.

DESIGNED BY:	DATE:	REVISIONS	DRAWN BY:	DATE:	REVISIONS
CH/MRT	2-16-17				
CHECKED BY:	DATE:				
DRF	2-16-17				
APPROVED BY:	DATE:				
DRF	2-16-17				



**GREENGARD, INC.**  
Engineers • Surveyors • Planners  
111 Barclay Blvd., Suite 310, Lincolnshire, Illinois 60069-3623  
PHONE: 847-634-3883 FAX: 847-634-0887  
E-MAIL: 23@GREENGARDINC.COM  
ILL. REGISTRATION NO. 184-000995

SCALE:	1"=20'
DRAWING NO.:	61246
SHEET:	3 of 7

1101 BONNIE BRAE PLACE - RIVER FOREST, ILL.  
EXISTING TOPOGRAPHY



OPEN CUT PAVEMENT WILL BE RESTORED WITH 2" CL 1 SURFACE COURSE ON 8" BAW PATCH, AND BACKFILLED WITH CONTROLLED LOW STRENGTH MATERIAL, MIX 1, "FLOWABLE FILL". WORK SHALL BE COMPLETED WITHIN FIVE (5) DAYS OF DISTURBANCE.

CONNECT TO EX. 12" SANITARY SEWER  
621.54+87E INV.  
621.29+127NLS NW. (EO)

CONTROL STRUCTURE  
628.15 -RM  
622.00 -NW

627.18 -RM  
DEBRIS FILLED

JOB BENCHMARK:  
NORTH EDGE OF SANITARY MANHOLE RM.  
ELEVATION=627.20 (NAVD 88)

627.20 -RM  
626.92 -127NLS

627.20 -RM  
626.92 -127NLS

626.61 -RM  
623.51 -97W

626.48 -RM  
623.48 -177W

**THOMAS STREET**  
W/ 36" CURB & GUTTER

DETENTION SUMMARY:  
VOLUME REQUIRED = 614.20 C.F.  
= 0.0141 AC-FT  
VOLUME PROVIDED IN 48" PIPE = 628.30 C.F.  
= 0.0144 AC-FT

0 20 40 60 80  
SCALE IN FEET

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DRAWN BY: DATE:

REVISIONS

DRAWN BY: DATE:

REVISIONS

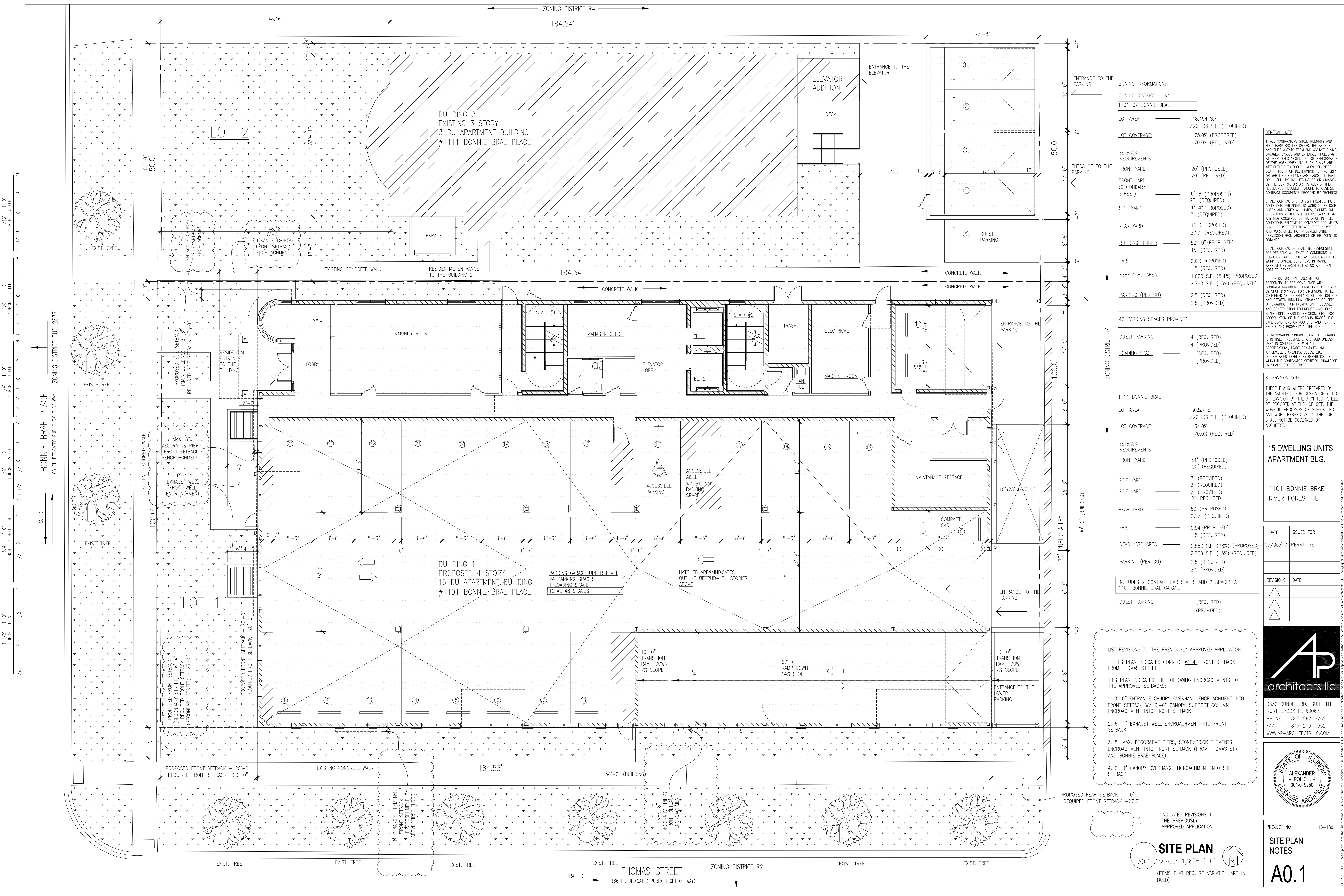
DESIGNED BY: DATE: 2-16-17  
CHECKED BY: DATE: 2-16-17  
APPROVED BY: DATE: 2-16-17



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ILL. REGISTRATION NO. 184-000995

SCALE: 1"=20'  
DRAWING NO. 61246  
SHEET 5 OF 7

1101 BONNIE BRAE PLACE - RIVER FOREST, ILL.  
**SITE UTILITY PLAN**



ZONING INFORMATION:	
ZONING DISTRICT - R4	
1101-07 BONNIE BRAE	
LOT AREA:	18,454 S.F.
LOT COVERAGE:	>26,136 S.F. (REQUIRED)
SETBACK REQUIREMENTS:	
FRONT YARD	20' (PROPOSED)
FRONT YARD (SECONDARY STREET)	20' (REQUIRED)
SIDE YARD	6'-8" (PROPOSED)
REAR YARD	1'-4" (PROPOSED)
REAR YARD	3' (REQUIRED)
BUILDING HEIGHT:	50'-0" (PROPOSED)
FAR:	2.0 (PROPOSED)
REAR YARD AREA:	1,000 S.F. (5.4%) (PROPOSED)
PARKING (PER DU)	2.5 (REQUIRED)
46 PARKING SPACES PROVIDED	2.5 (PROVIDED)

GUEST PARKING	4 (REQUIRED)
LOADING SPACE	1 (REQUIRED)
	1 (PROVIDED)

1111 BONNIE BRAE	
LOT AREA:	9,227 S.F.
LOT COVERAGE:	>26,136 S.F. (REQUIRED)
SETBACK REQUIREMENTS:	
FRONT YARD	51' (PROPOSED)
SIDE YARD	20' (REQUIRED)
SIDE YARD	3' (PROVIDED)
SIDE YARD	3' (PROVIDED)
REAR YARD	50' (PROPOSED)
REAR YARD	27.7' (REQUIRED)
FAR:	0.94 (PROPOSED)
REAR YARD AREA:	2,550 S.F. (28%) (PROPOSED)
PARKING (PER DU)	2,768 S.F. (15%) (REQUIRED)
INCLUDES 2 COMPACT CAR STALLS AND 2 SPACES AT 1101 BONNIE BRAE GARAGE	
GUEST PARKING	1 (REQUIRED)
	1 (PROVIDED)

- LIST REVISIONS TO THE PREVIOUSLY APPROVED APPLICATION:
- THIS PLAN INDICATES CORRECT 6'-4" FRONT SETBACK FROM THOMAS STREET
- THIS PLAN INDICATES THE FOLLOWING ENCROACHMENTS TO THE APPROVED SETBACKS:
- 8'-0" ENTRANCE CANOPY OVERHANG ENCROACHMENT INTO FRONT SETBACK W/ 3'-6" CANOPY SUPPORT COLUMN ENCROACHMENT INTO FRONT SETBACK
  - 6'-4" EXHAUST WELL ENCROACHMENT INTO FRONT SETBACK
  - 8" MAX. DECORATIVE PIERS, STONE/BRICK ELEMENTS ENCROACHMENT INTO FRONT SETBACK (FROM THOMAS STR. AND BONNIE BRAE PLACE)
  - 2'-0" CANOPY OVERHANG ENCROACHMENT INTO SIDE SETBACK

INDICATES REVISIONS TO THE PREVIOUSLY APPROVED APPLICATION

1  
A0.1

**SITE PLAN**  
SCALE: 1/8"=1'-0"  
(ITEMS THAT REQUIRE VARIATION ARE IN BOLD)

**GENERAL NOTE**

1. ALL CONTRACTORS SHALL INDUSTRY AND HOLD HARMLESS THE OWNER, THE ARCHITECT AND THEIR AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY FEES ARISING OUT OF PERFORMANCE OF THE WORK WHEN ANY SUCH CLAIMS ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DEATH, INJURY OR DESTRUCTION TO PROPERTY OR WHEN SUCH CLAIMS ARE CAUSED IN PART OR IN FULL BY ANY NEGLIGENCE OR OMISSION BY THE CONTRACTOR OR HIS AGENTS. THIS RELEASE INCLUDES FAILURE TO OBSERVE CONTRACT DOCUMENTS PROVIDED BY ARCHITECT.

2. ALL CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS & ELEVATIONS AT THE SITE AND MUST ADOPT HIS WORK TO ACTUAL CONDITIONS IN A MANNER APPROVED BY ARCHITECT AT NO ADDITIONAL COST TO OWNER.

3. INFORMATION CONTAINING ON THE DRAWING IS IN ITSELF INCOMPLETE, AND VOID UNLESS SPECIFICATIONS, TRADE PRACTICES, AND APPLICABLE STANDARDS, CODES, ETC. INCORPORATED THEREIN BY REFERENCE OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.

**SUPERVISION NOTE**

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**15 DWELLING UNITS APARTMENT BLDG.**

1101 BONNIE BRAE  
RIVER FOREST, IL

DATE	ISSUED FOR
05/06/17	PERMIT SET
REVISIONS	DATE

3330 DUNDEE RD., SUITE N1  
NORTHBROOK, IL, 60062  
PHONE 847-562-9262  
FAX 847-205-0562  
WWW.AP-ARCHITECTSLLC.COM

ALEXANDER V. POLICHUK  
001-019250

PROJECT NO 16-180

**SITE PLAN NOTES**

**A0.1**

**TAB 5**

**BUILDINGS DESIGN**

- **RENDERINGS**
- **FLOOR PLANS**
- **LANDSCAPING PLAN**



**LIST OF EXTERIOR FINISHES:**

-  **1** FACE BRICK
-  **2** RENAISSANCE GRAY LIMESTONE (FLAT FACED)
-  **3** PREFINISHED METAL CANOPY/ COPING/ RAILINGS

**PROJECT INFORMATION**

Lot Area - 18,454 s.f.  
 Number of DU - 15  
 Number of Stories - 4  
 Unit Type 1 - 2,550 s.f.  
 Unit Type 2 - 2,196 s.f.  
 Unit Type 3 - 1,900 s.f.  
 Unit Type 4 - 1,900 s.f.  
 Unit Type 5 - 2,200 s.f.

**2**  
**1**  
  
**2**  
  
**3**



**AP Architects LLC**  
 3330 Dundee Rd., Suite N1  
 Northbrook, IL 60062  
 847-562-9262  
[www.ap-architectsllc.com](http://www.ap-architectsllc.com)

PROPOSED BUILDING - FACADE DETAILS

**15 DU APARTMENT BUILDING**  
 1101 BONNIE BRAE, RIVER FOREST, IL 60305





PROPOSED BUILDING - PERSPECTIVE VIEW FROM BONNIE BRAE



**AP Architects LLC**  
3330 Dundee Rd., Suite N1  
Northbrook, IL 60062  
847-562-9262  
[www.ap-architectsllc.com](http://www.ap-architectsllc.com)

**15 DU APARTMENT BUILDING**  
1101 BONNIE BRAE, RIVER FOREST, IL 60305





PROPOSED BUILDING - PERSPECTIVE VIEW FROM THOMAS ST.



**AP Architects LLC**  
3330 Dundee Rd., Suite N1  
Northbrook, IL 60062  
847-562-9262  
[www.ap-architectsllc.com](http://www.ap-architectsllc.com)

**15 DU APARTMENT BUILDING**  
1101 BONNIE BRAE, RIVER FOREST, IL 60305





PROPOSED BUILDING - AERIAL VIEW



**AP Architects LLC**  
3330 Dundee Rd., Suite N1  
Northbrook, IL 60062  
847-562-9262  
[www.ap-architectsllc.com](http://www.ap-architectsllc.com)

**15 DU APARTMENT BUILDING**  
1101 BONNIE BRAE, RIVER FOREST, IL 60305



SOUTH ELEVATION

EAST ELEVATION



WEST ELEVATION

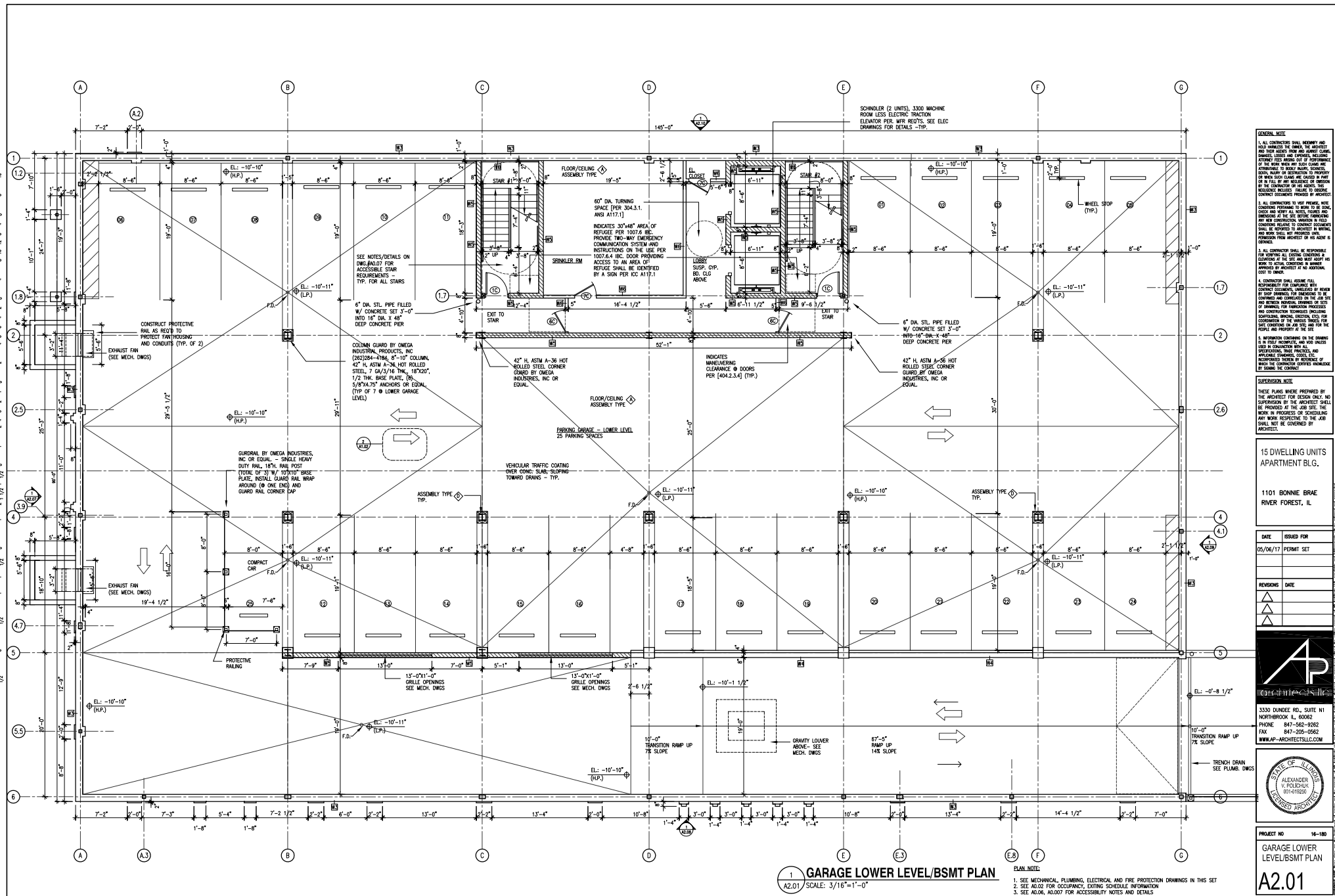
NORTH ELEVATION



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 3330 Dundee Rd., Suite N1  
 Northbrook, IL 60062  
 847-562-9262  
[www.ap-architectsllc.com](http://www.ap-architectsllc.com)

PROPOSED BUILDING ELEVATIONS

**15 DU APARTMENT BUILDING**  
 1101 BONNIE BRAE, RIVER FOREST, IL 60305



**GENERAL NOTE**

1. ALL CONTRACTORS SHALL MAINTAIN AND PROTECT THE EXISTING STRUCTURE AND THEIR ADJACENT WORK AND ADJACENT CLIMATE. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY RECORDS AND FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY RECORDS AND FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY RECORDS.

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4. CONTRACTOR SHALL MAINTAIN AND PROTECT THE EXISTING STRUCTURE AND THEIR ADJACENT WORK AND ADJACENT CLIMATE. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY RECORDS AND FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY RECORDS.

**SUPERVISION NOTE**

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**15 DWELLING UNITS APARTMENT BLDG.**

**1101 BONNIE BRAE RIVER FOREST, IL**

**DATE ISSUED FOR 05/06/17 PERMIT SET**

**REVISIONS**

NO.	DATE	DESCRIPTION
1		
2		
3		

**ARCHITECT**

**AP**

**3330 DUNDEE RD., SUITE N1 NORTHBROOK, IL 60062**

**PHONE 847-562-0562 FAX 847-205-0562**

**WWW.AP-ARCHITECTS.LLC.COM**

**STATE OF ILLINOIS**

**ALEXANDER V. POLEDOVICH**

**REGISTERED ARCHITECT**

**PROJECT NO. 16-180**

**GARAGE LOWER LEVEL/BSMT PLAN**

**A2.01**

**1 GARAGE LOWER LEVEL/BSMT PLAN**

**A2.01 SCALE: 3/16"=1'-0"**

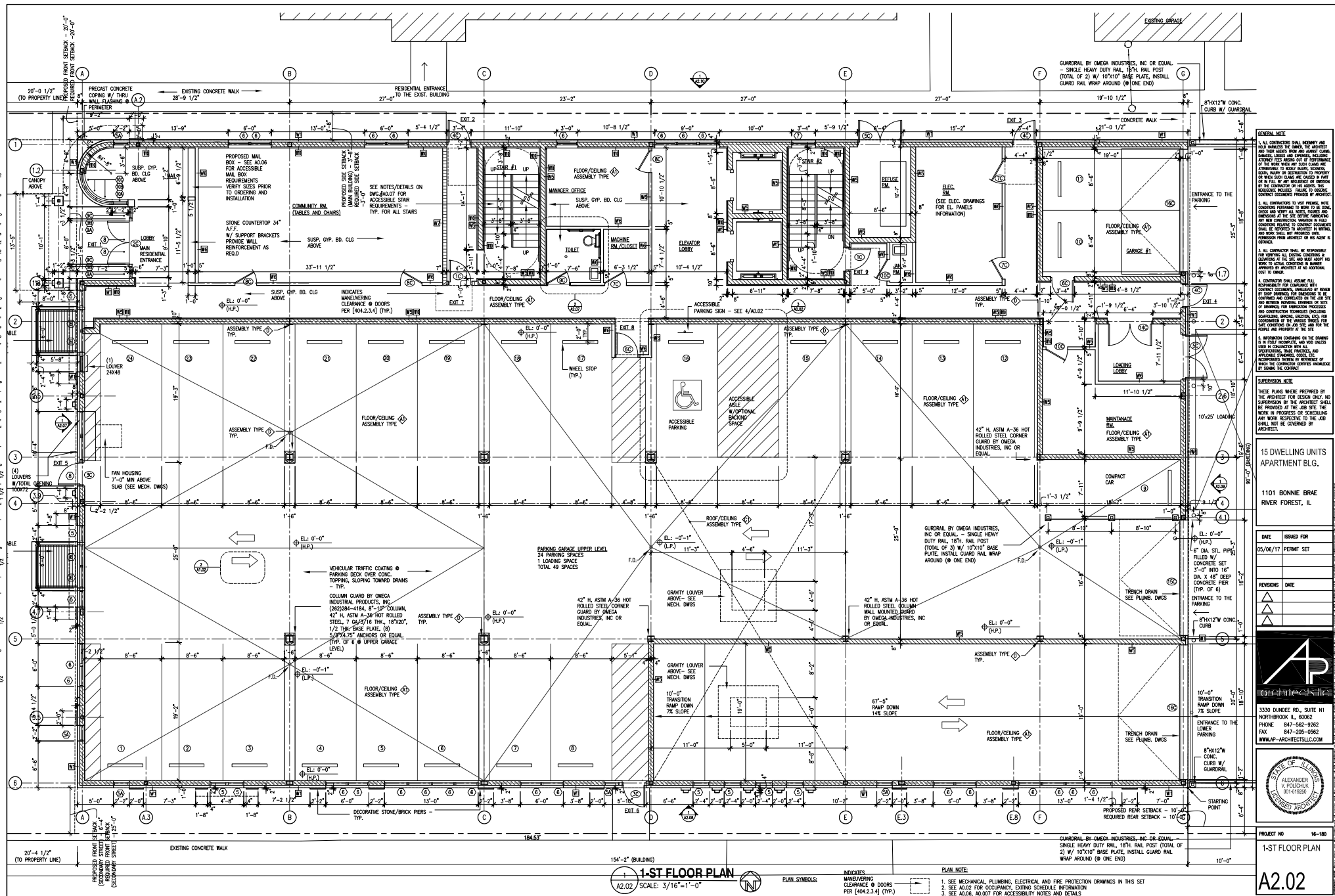
**PLAN NOTE**

1. SEE MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION DRAWINGS IN THIS SET

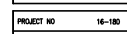
2. SEE A2.02 FOR OCCUPANCY, EXISTING SCHEDULE INFORMATION

3. SEE A2.03, A2.04 FOR ACCESSIBILITY NOTES AND DETAILS

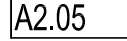




1 2-ND FLOOR PLAN  
A2.03 SCALE: 3/16"=1'-0"

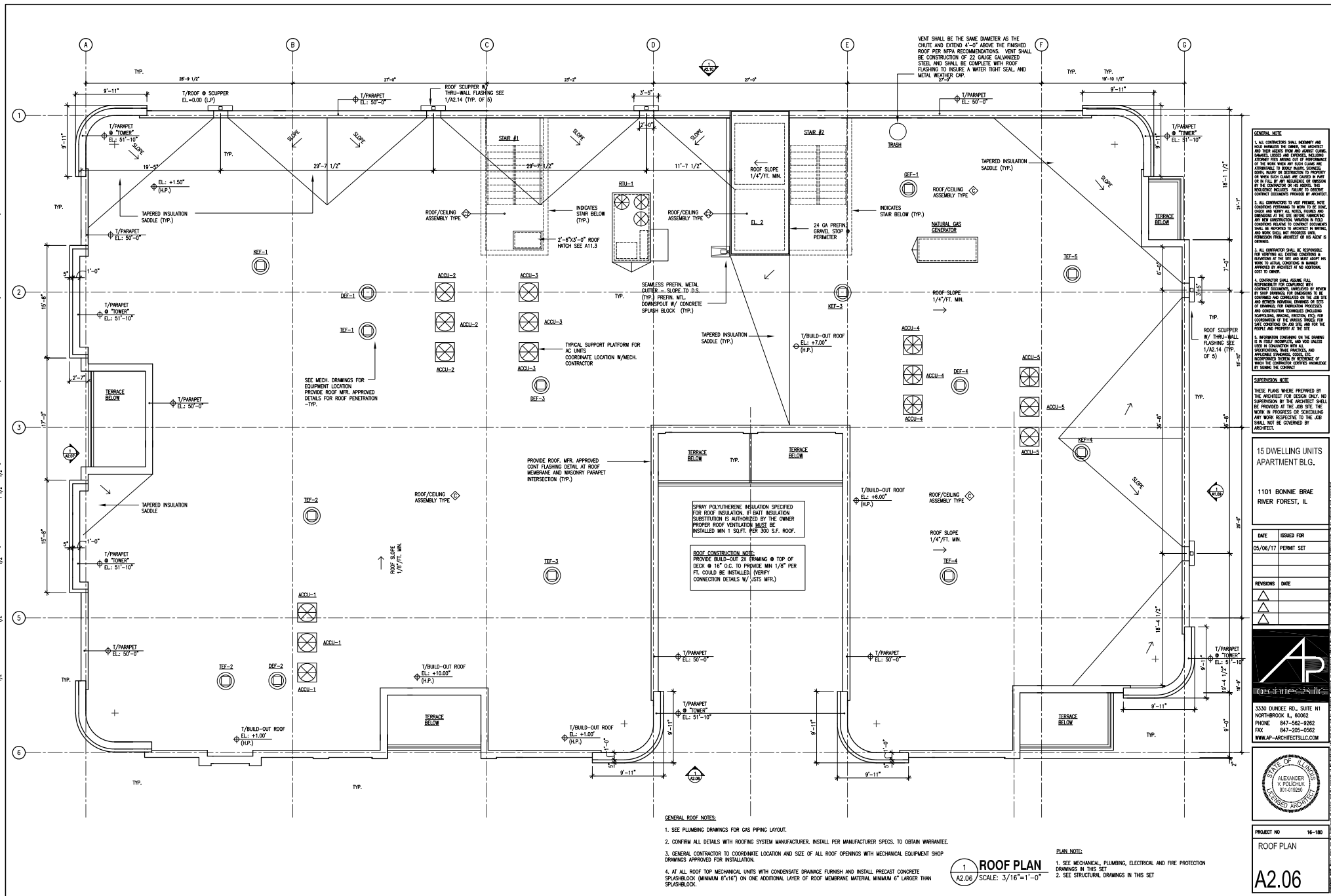


3RD FLOOR  
PLAN  
**A2.04**



**PLAN NOTE:**

1. SEE MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION DRAWINGS IN THIS SET
2. SEE A0.02 FOR OCCUPANCY, EXTING SCHEDULE INFORMATION
3. SEE A0.06, A0.07 FOR ACCESSIBILITY NOTES AND DETAILS



**GENERAL NOTE**

1. ALL CONTRACTORS SHALL VERIFY AND HOLD VENTILATION THE CORNER, THE ROOF-TO-WALL JOINT AND THEIR ADJACENT WALLS AND ROOF FLASHING. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FOR ALL ROOF PENETRATIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FOR ALL ROOF PENETRATIONS. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND APPROVALS FOR ALL ROOF PENETRATIONS.
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**15 DWELLING UNITS APARTMENT BLDG.**

**1101 BONNE BRAE RIVER FOREST, IL**

DATE	ISSUED FOR
05/06/17	PERMIT SET
REVISIONS	DATE
1	
2	
3	

**AP**  
architects

3330 DUNDAS RD., SUITE N1  
NORTHBROOK, IL, 60062  
PHONE 847-552-0562  
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PROJECT NO. 16-180

ROOF PLAN

**A2.06**

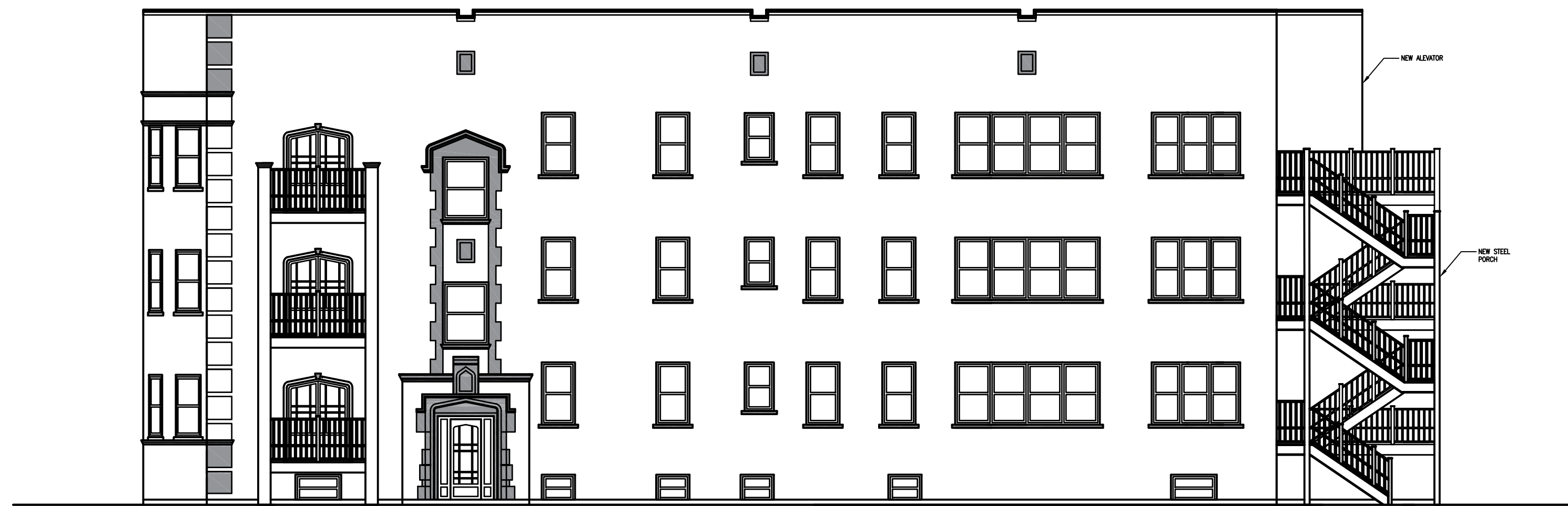
**1 ROOF PLAN**  
SCALE: 3/16"=1'-0"

**PLAN NOTE:**

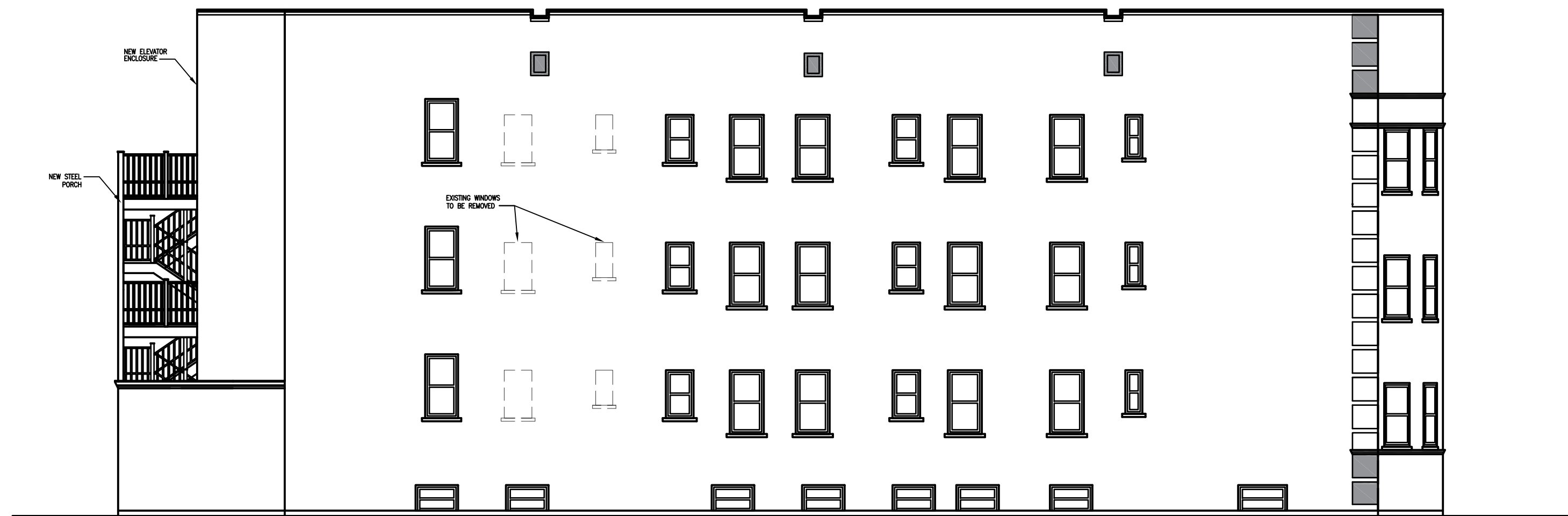
1. SEE MECHANICAL, PLUMBING, ELECTRICAL AND FIRE PROTECTION DRAWINGS IN THIS SET
2. SEE STRUCTURAL DRAWINGS IN THIS SET

- GENERAL ROOF NOTES:**
1. SEE PLUMBING DRAWINGS FOR GAS PIPING LAYOUT.
  2. CONFIRM ALL DETAILS WITH ROOFING SYSTEM MANUFACTURER. INSTALL PER MANUFACTURER SPECS. TO OBTAIN WARRANTY.
  3. GENERAL CONTRACTOR TO COORDINATE LOCATION AND SIZE OF ALL ROOF OPENINGS WITH MECHANICAL EQUIPMENT SHOP DRAWINGS APPROVED FOR INSTALLATION.
  4. AT ALL ROOF TOP MECHANICAL UNITS WITH CONDENSATE DRAINAGE FURNISH AND INSTALL PRECAST CONCRETE SPLASHBLOCK (MINIMUM 6"x16") ON ONE ADDITIONAL LAYER OF ROOF MEMBRANE MATERIAL MINIMUM 6" LARGER THAN SPLASHBLOCK.

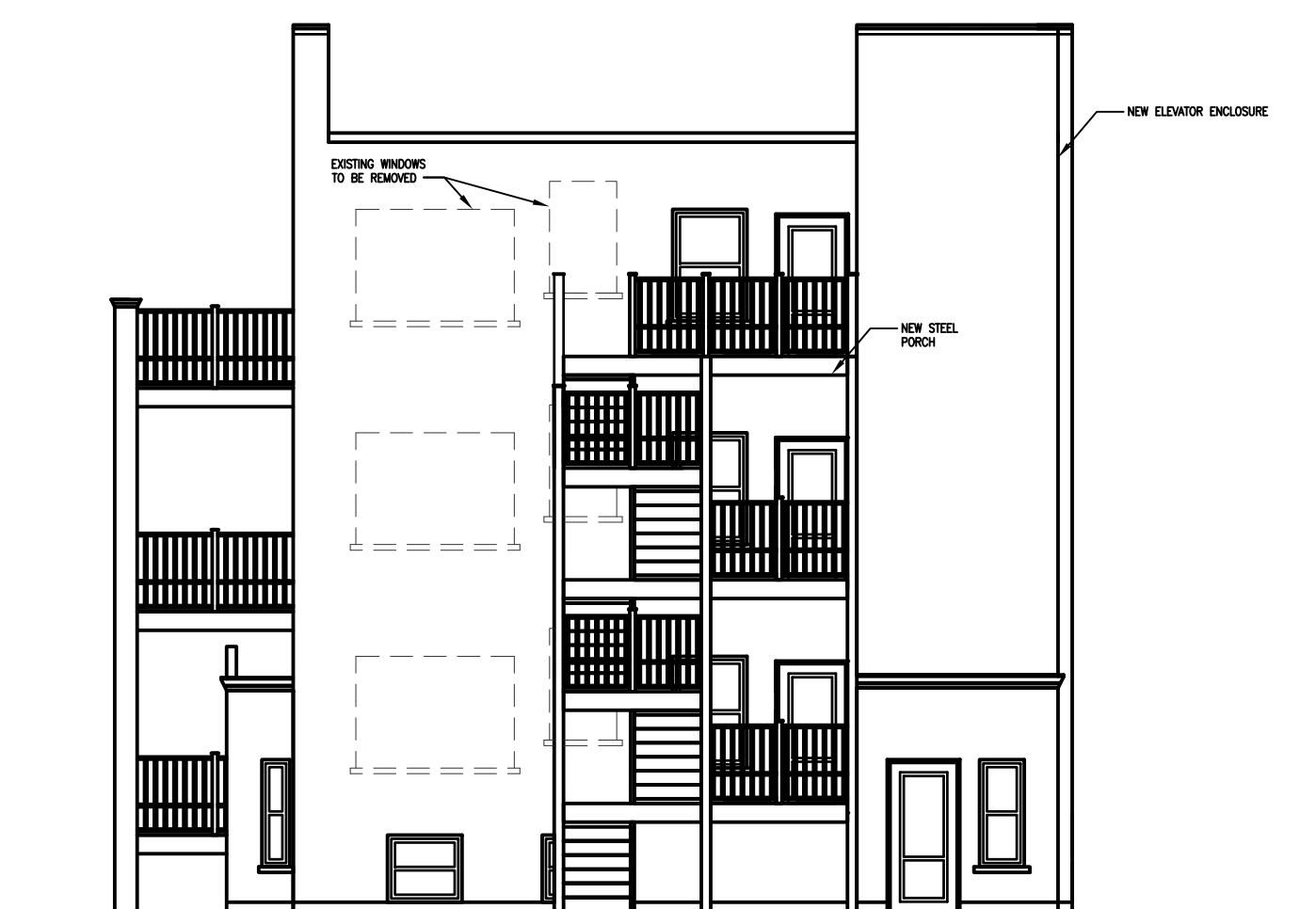




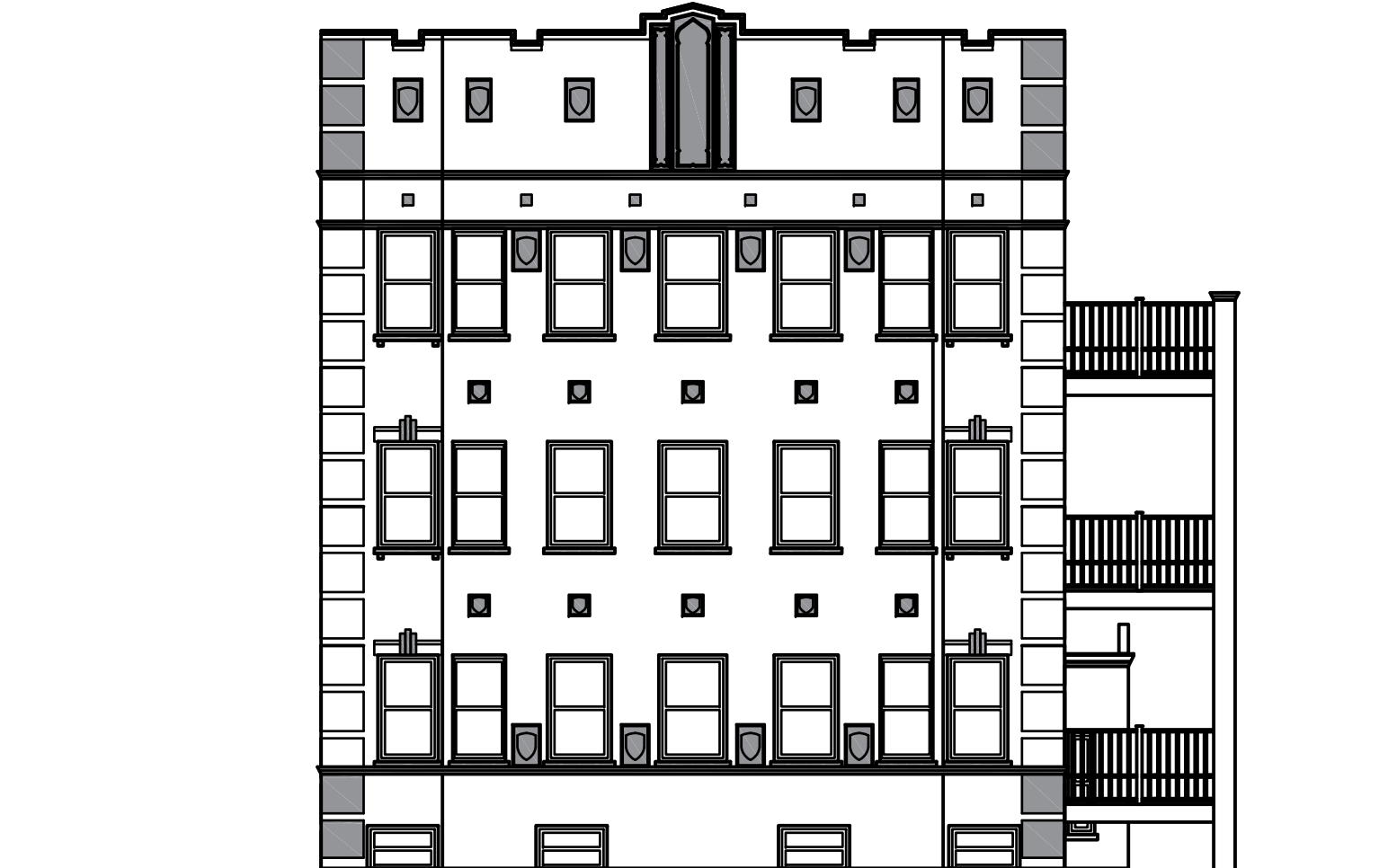
1 SOUTH FACADE  
A0.3 SCALE: 1/8"=1'-0"



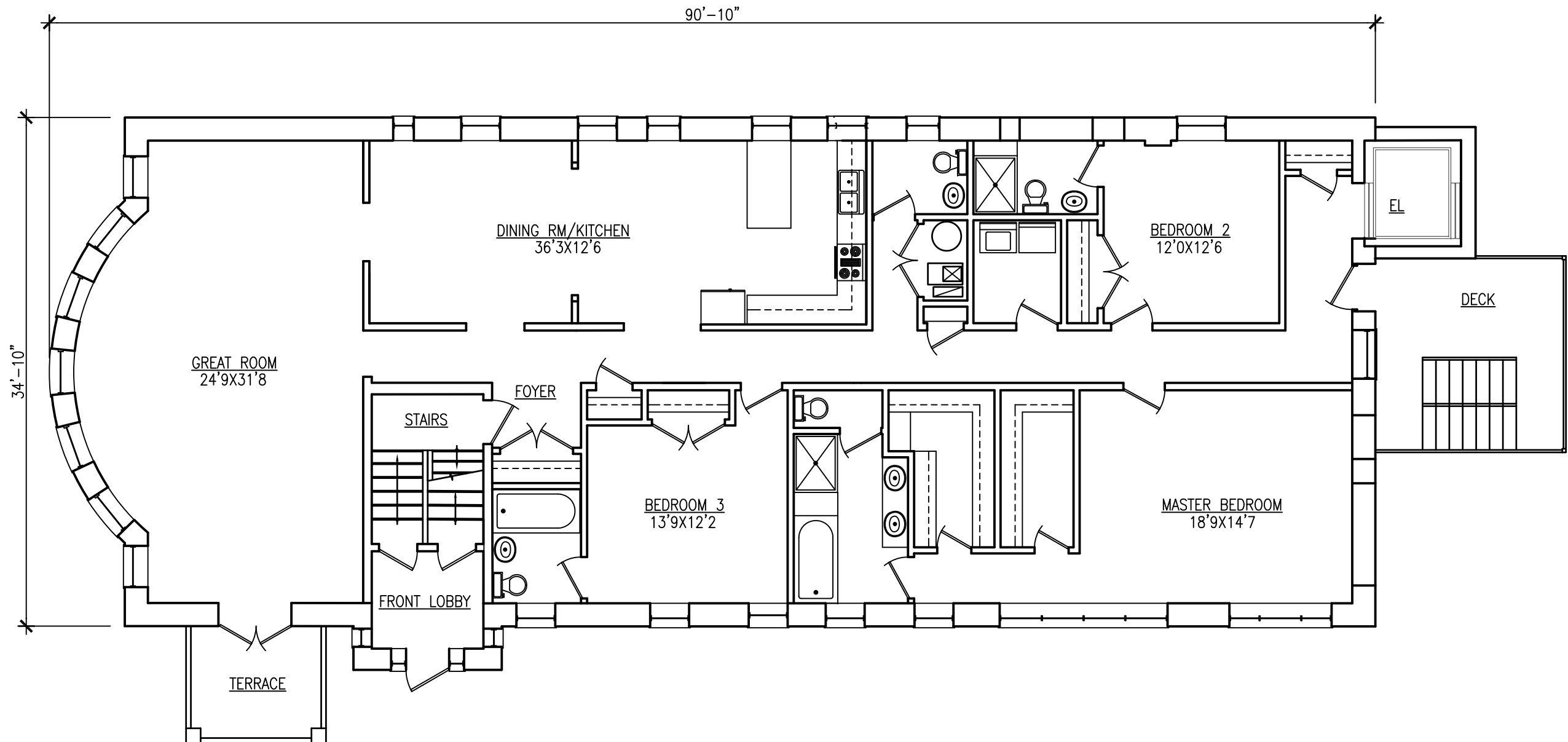
2 NORTH FACADE  
A0.3 SCALE: 1/8"=1'-0"



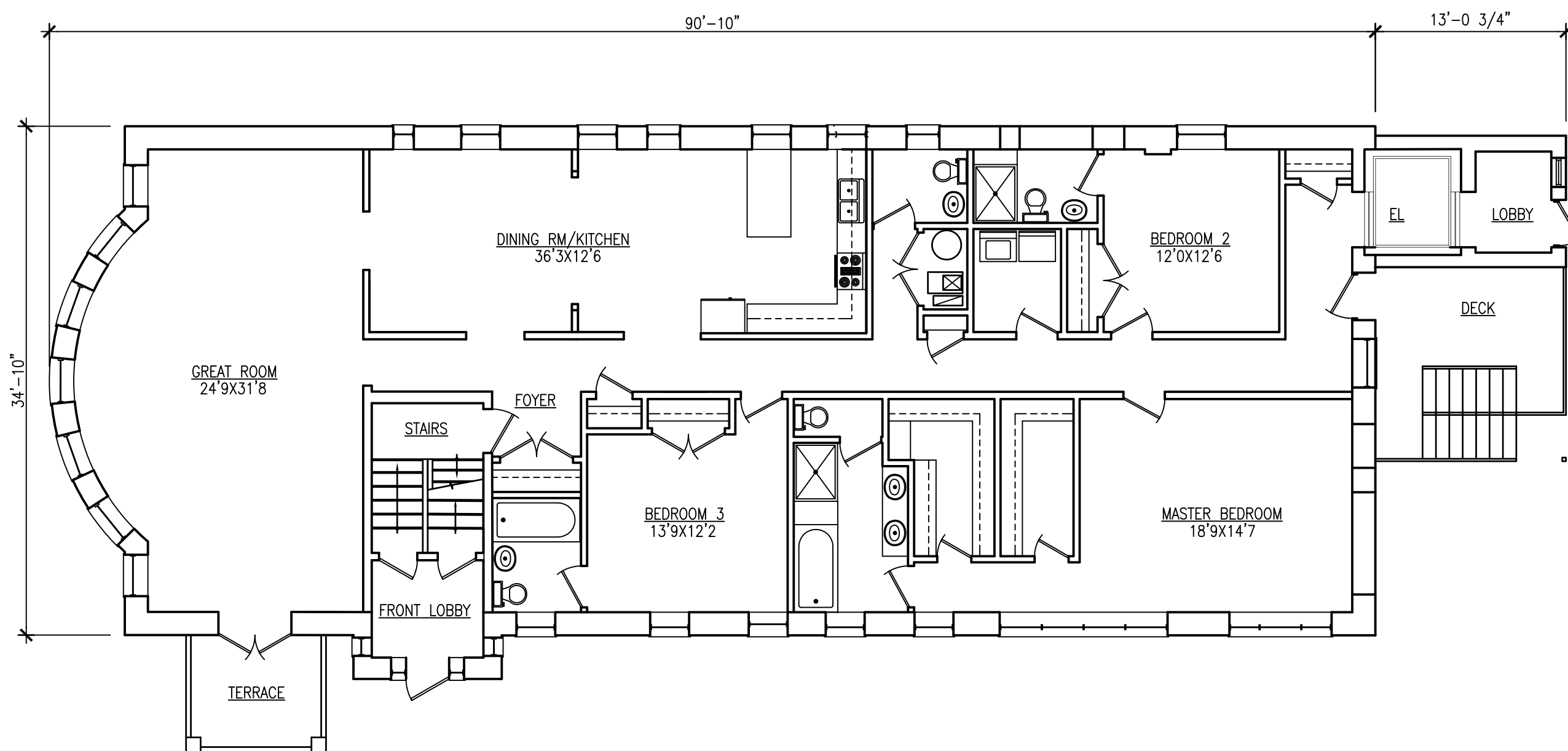
3 EAST FACADE  
A0.3 SCALE: 1/8"=1'-0"



4 WEST FACADE  
A0.3 SCALE: 1/8"=1'-0"



5 TYPICAL SECOND AND THIRD FLOOR PLAN  
A0.3 SCALE: 1/8"=1'-0"



6 FIRST FLOOR PLAN  
A0.3 SCALE: 1/8"=1'-0"

RESIDENTIAL UNIT AREAS

UNIT 1	-	2,900 S.F.
UNIT 2	-	2,900 S.F.
UNIT 3	-	2,900 S.F.

- GENERAL NOTE
1. ALL CONTRACTORS SHALL INDEMNIFY AND HOLD HARMLESS THE OWNER, THE ARCHITECT AND THEIR AGENTS FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY FEES ARISING OUT OF PERFORMANCE OF THE WORK WHEN ANY SUCH CLAIMS ARE ATTRIBUTABLE TO BOULTY MAJOR SLOPPINESS, DEATH, INJURY OR DESTRUCTION TO PROPERTY OR WHEN SUCH CLAIMS ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENCE OR OMISSION BY THE CONTRACTOR OR HIS AGENTS. THIS INDEMNIFICATION INCLUDES FAILURE TO OBTAIN CONTRACT DOCUMENTS PROVIDED BY ARCHITECT.
  2. ALL CONTRACTORS TO VISIT PREMISE, NOTE CONDITIONS PERTAINING TO WORK TO BE DONE, CHECK AND VERIFY ALL NOTES, FIGURES AND DIMENSIONS AT THE SITE BEFORE FABRICATING ANY NEW CONSTRUCTION. VARIATION IN FIELD CONDITIONS RELATIVE TO CONTRACT DOCUMENTS SHALL BE REPORTED TO ARCHITECT IN WRITING, AND WORK SHALL NOT PROCEED UNTIL PERMISSION FROM ARCHITECT OR HIS AGENT IS OBTAINED.
  3. ALL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS & ELEVATIONS AT THE SITE AND MUST ADOPT HIS WORK TO ACTUAL CONDITIONS IN A MANNER APPROVED BY ARCHITECT AT NO ADDITIONAL COST TO OWNER.
  4. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR COMPLIANCE WITH CONTRACT DOCUMENTS, UNLESS BY REVIEW BY SHOP DRAWINGS, FOR DIMENSIONS TO BE CONFIRMED AND CORRELATED ON THE JOB SITE AND BETWEEN INDIVIDUAL DRAWINGS OR SETS OF DRAWINGS, FOR FABRICATION PROCESSES AND CONSTRUCTION TECHNIQUES (INCLUDING SCAFFOLDING, BRACING, ERECTION, ETC.) FOR COORDINATION OF THE VARIOUS TRADES; FOR SAFE CONDITIONS ON JOB SITE; AND FOR THE PEOPLE AND PROPERTY AT THE SITE.
  5. INFORMATION CONTAINED ON THE DRAWING IS IN ITSELF INCOMPLETE, AND VOID UNLESS USED IN CONJUNCTION WITH ALL SPECIFICATIONS, TRADE PRACTICES, AND APPLICABLE STANDARDS, CODES, ETC. INCORPORATED THEREIN BY REFERENCE OF WHICH THE CONTRACTOR CERTIFIES KNOWLEDGE BY SIGNING THE CONTRACT.

SUPERVISION NOTE

THESE PLANS WERE PREPARED BY THE ARCHITECT FOR DESIGN ONLY. NO SUPERVISION BY THE ARCHITECT SHALL BE PROVIDED AT THE JOB SITE. THE WORK IN PROGRESS OR SCHEDULING ANY WORK RESPECTIVE TO THE JOB SHALL NOT BE COVERED BY ARCHITECT.

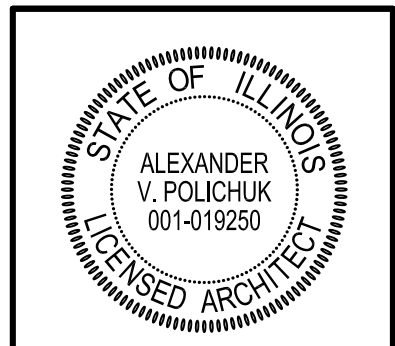
20 DU NEW AND  
3 DU EXISTING  
APARTMENT BLDGS.

1110 BONNIE BRAE  
RIVER FOREST, IL

DATE	ISSUED FOR
02/25/16	
REVISIONS	DATE
△	
△	
△	

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PROJECT NO 15-180

FLOOR PLANS  
BUILDING 2

**A0.3**



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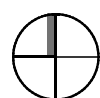
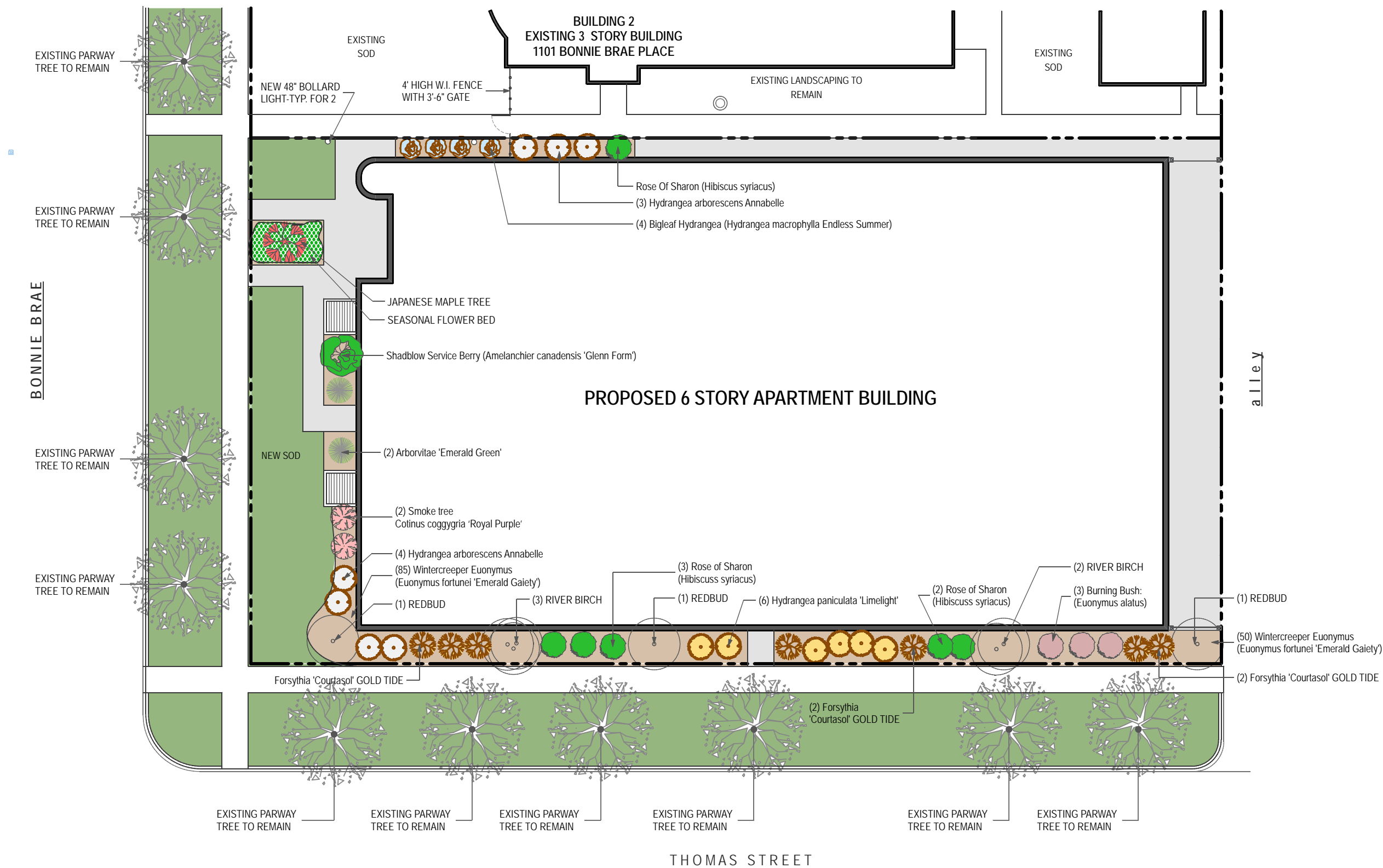
REVISÉ:	11/15/17
ISSUE FOR DEVELOPMENT	
REVIEW:	03/02/16
ISSUE FOR DEVELOPMENT	
REVIEW:	12/30/15
Date	

**20 DU APARTMENT**  
1110 Bonnie Brae.  
River Forest, Illinois

Sheet Title  
**LANDSCAPING PLAN**

# L1.1

Sheet No.

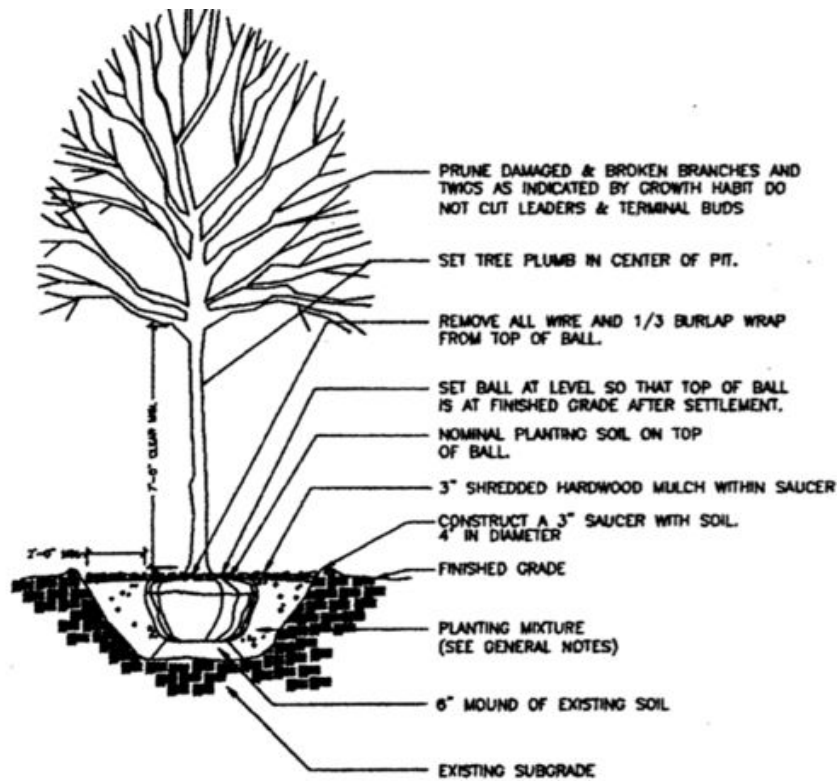


## PROPOSED LANDSCAPING PLAN

SCALE: 1' = 20'-0"

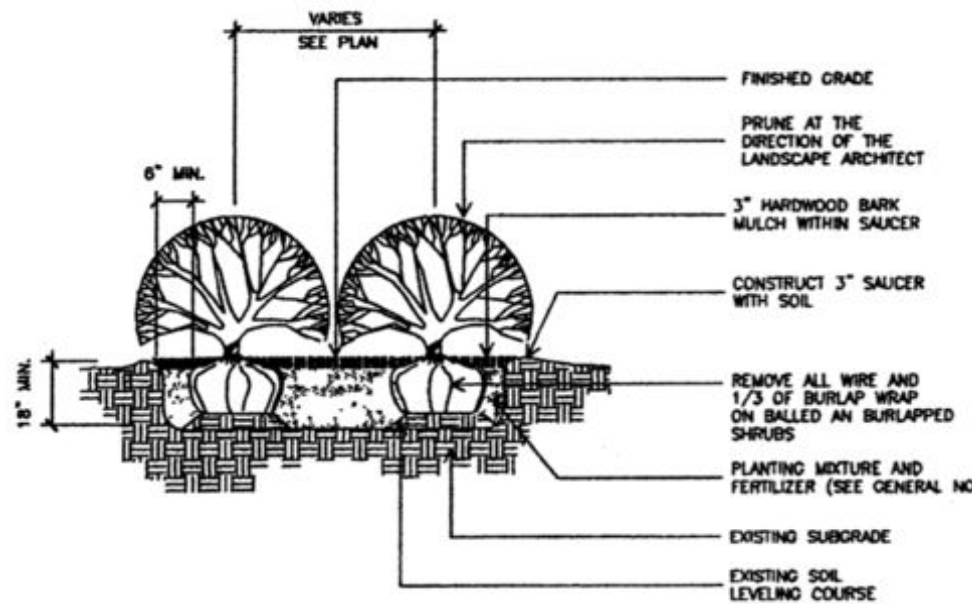






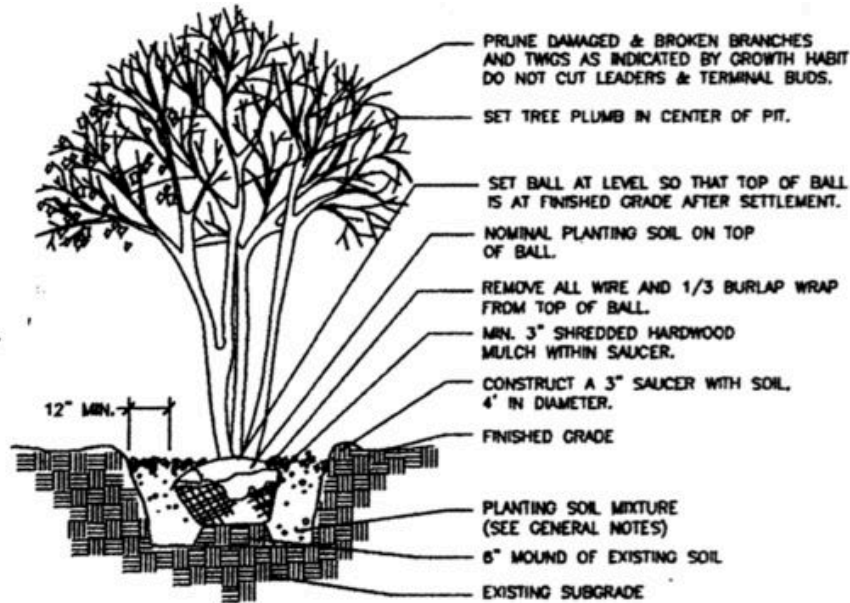
**1 Deciduous Tree Planting Detail**

No Scale



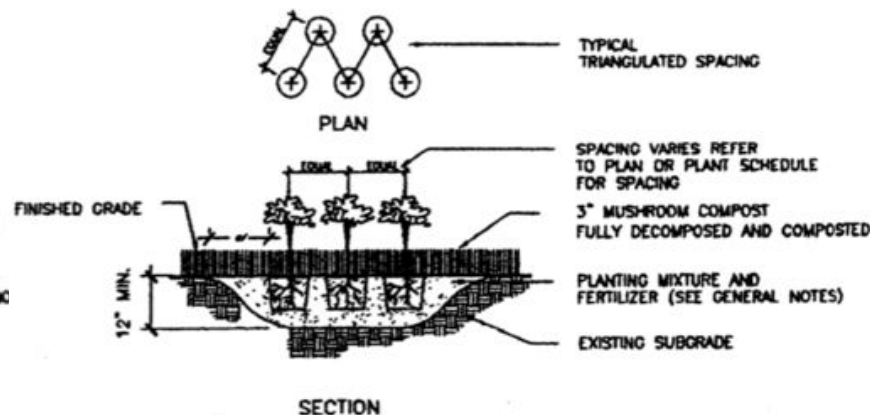
**3 Shrub Planting Detail**

No Scale



**2 Multi-Stem Tree Planting Detail**

No Scale



**4 Ground Cover Planting Detail**

No Scale

#### PLANTING SCHEDULE

LEGEND	QTY.	BOTANICAL NAME	COMMON NAME	SIZE
<b>DECIDUOUS AND ORNAMENTAL TREES</b>				
CC	5	CERCIS CANADENSIS	EASTERN REDBUD	3" GAL
BN	1	BETULA NIGRA	RIVER BIRCH	3" GAL
<b>SHRUBS - ORNAMENTAL</b>				
HP	12	HYDRANGEA PANICULATA	PENICLE HYDRANGEA	3 gallon
HM	11	HYDRANGEA MACROPHYLLA 'NIKKO BLUE'	BIGLEAF HYDRANGEA	3 gallon
BS	41	BUXUS SEMPERVIRENS	BOXWOOD	30" spr.
CA	11	CALAMAGROSTIS x ACUTIFLORA 'KARL FOERSTER'	FEATHER REED GRASS	30" ht.

#### GENERAL NOTES:

1. PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION ACTIVITIES CONTRACTOR SHALL NOTIFY J.U.L.L.E. TO DETERMINE THE LOCATION OF ANY UNDERGROUND UTILITIES WHICH MAY AFFECT PROPOSED SITE WORK.

2. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES, OBSTACLES AND/OR PROBLEMS.

3. VERIFICATION OF DIMENSIONS AND GRADES, BOTH EXISTING AND PROPOSED, SHALL BE THE CONTRACTOR'S RESPONSIBILITY PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL NOTIFY THE OWNER OF ANY DISCREPANCIES.

4. ALL SURFACE DRAINAGE SHALL BE DIRECTED AWAY FROM STRUCTURES. SURFACE DRAINAGE SHALL BE DIRECTED TO EXISTING CATCH BASINS DESIGNATED FOR THE COLLECTION OF SURFACE RUN-OFF.

5. CONTRACTOR SHALL NOTIFY OWNER OF ANY UNDESIRABLE DRAINAGE CONDITIONS AND RECOMMEND SUITABLE SOLUTIONS, WHERE NECESSARY TO ACHIEVE PROPER DRAINAGE. UNDER DRAINAGE FOR TREE PITS SHALL BE INSTALLED AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

6. LANDSCAPE CONTRACTOR SHALL REPAIR IN KIND ALL AREAS DAMAGED AS A RESULT OF LANDSCAPE OPERATIONS.

7. ALL TREE AND SHRUB BEDS TO RECEIVE A MINIMUM 4" OF SHREDDED HARDWOOD MULCH.

8. ALL SODDED LAWN TO BE PLACED ON 4" DEPTH OF TOPSOIL.

9. SIZES SHOWN ON PLANTING PLAN ARE MINIMUM ACCEPTABLE SIZES.

10. LANDSCAPE CONTRACTOR SHALL WARRANT ALL TREES, SHRUBS, VINES AND GROUNDCOVERS UNDER THIS CONTRACT WILL BE HEALTHY AND IN FLOURISHING CONDITION OF ACTIVE GROWTH ONE YEAR FROM DATE OF FINAL ACCEPTANCE.

11. SOIL TO BE USED FOR THE PLANTING MEDIUM FOR THE PROJECT SHALL BE FERTILE, WELL DRAINED, OF UNIFORM QUALITY, FREE OF STONES OVER 1" IN DIAMETER, STICKS, OILS, CHEMICALS, PLASTER, CONCRETE AND OTHER DELETERIOUS MATERIALS.

12. THE LANDSCAPE CONTRACTOR SHALL PREPARE PLANTING BEDS BY ADDING SOIL AMENDMENTS TO TOPSOIL MIX IN THE FOLLOWING QUANTITIES: TOPSOIL MIX FOR TREES AND SHRUBS SHALL BE THREE (3) PARTS TOPSOIL, ONE (1) PART PEAT, AND ONE (1) PART SAND. TOPSOIL MIX FOR PERENNIALS, BULBS, AND GROUND COVERS SHALL BE THREE (3) PARTS TOPSOIL, ONE (1) PART SAND AND TWO (2) PARTS DECOMPOSED MUSHROOM COMPOST. SOIL SHALL MEET THE FOLLOWING REQUIREMENTS: SOIL COMPOSITION---45-77% SILT, 0-25% CLAY, 25-33% SAND; SOIL ACIDITY: PH 6.0-7.0; SOIL ORGANIC CONTENT: THREE (3) TO FIVE (5) PERCENT.

13. ALL PLANTS TO BE BALLED IN BURLAP OR CONTAINER GROWN AS SPECIFIED ON PLANTING PLAN. ALL PLASTIC ROOT WRAPPING MATERIAL AND METAL WIRE BASKETS SHALL BE REMOVED.

14. LANDSCAPE CONTRACTOR SHALL STAKE THE LOCATION OF ALL TREES AND PLANTING BED LINES AND HAVE LAYOUT APPROVED BY LANDSCAPE ARCHITECT/OWNER PRIOR TO PLANTING.

15. WATER ALL PLANTS IMMEDIATELY AFTER PLANTING. FLOOD PLANTS TWICE DURING FIRST TWENTY-FOUR HOUR PERIOD AFTER PLANTING.

16. ALL NEW AND TRANSPLANTED PLANTS TO BE SPRAYED WITH AN ANTI-DESICCANT WITHIN TWENTY FOUR HOURS AFTER PLANTING. ANTI-TRANSPIRANT SHALL BE EQUAL TO "MULTIPRUF."

17. ALL MUD SHALL BE REMOVED FROM ALL TIRES BEFORE LEAVING THE SITE AND ROADS SHALL BE KEPT CLEAR OF MUD AND DEBRIS AT ALL TIMES.

18. LONG TERM WATERING OF EACH TOWNHOME GREEN SPACE WILL BE BY INDIVIDUAL HOME OWNERS AND COMMON AREAS BY THE TOWNHOME ASSOCIATION.

#### NOTE:

ALL PRUNING MUST BE DONE AFTER PLANTING AND AT THE DIRECTION OF THE LANDSCAPE ARCHITECT.

REMOVE ENOUGH BRANCHES (NOT JUST END TIPS) TO REDUCE FOLIAGE, RETAIN NATURAL CHARACTER AND GENERAL SHAPE OF TREE. TOP OF BALL SHALL BE AT THE SAME ELEVATIONS AS FINISHED GRADE.

WHEN SOIL CONDITIONS ARE ENCOUNTERED WITH POOR DRAINAGE, NOTIFY LANDSCAPE ARCHITECT, ELABORATE AND PREPARE RECOMMENDATIONS FOR SOLUTION TO PROBLEM.

john conrad schiess architect

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tel. 708.366.1500  
john@jcsarchitect.com

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ISSUE FOR DEVELOPMENT  
REVIEW: 12/30/15  
Date

20 DU APARTMENT  
1110 Bonnie Brae.  
River Forest, Illinois

Sheet Title  
LANDSCAPING DETAILS +  
+ GENERAL NOTES +  
PLANTING SCHEDULE

L1.2

Sheet No.

**TAB 6**

**DRAFT CONDOMINIUM DECLARATIONS**

**DRAFT GUEST PARKING AGREEMENT**

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT**  
**1101 BONNIE BRAE PLACE CONDOMINIUM**

Address of Property: 1101-1107 Bonnie Brae Place, River Forest, Illinois 60305

Permanent Index Numbers: 15-01-403-020-0000  
15-01-403-021-0000 (UNDERLYING)

Instrument Prepared By and Return To:

Rick J. Erickson  
716 Lee Street  
Des Plaines, IL 60016  
(847) 390-0100

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT**  
**1101 BONNIE BRAE PLACE CONDOMINIUM**

This Declaration of Condominium Ownership (this "Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by BONNIE BRAE CONSTRUCTION, LLC (hereinafter collectively referred to as "Owner"):

W I T N E S S E T H:

WHEREAS, Owner is the owner in fee simple of certain real estate, hereinafter described, in Chicago, Cook County, Illinois; and

WHEREAS, Owner intends to, and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Illinois Condominium Property Act; and

WHEREAS, Owner desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

WHEREAS, Owner desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property (as hereinafter defined) shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Owner DECLARES as follows:

1. Definitions. Certain words and terms used in this Declaration are defined as follows:
  - (a) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
  - (b) Association: The Association of all the Unit Owners acting pursuant to the By-Laws, as amended, through its duly elected Board.
  - (c) Board: The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.
  - (d) Building: All structures, attached or unattached, containing one or more Common Elements.
  - (e) By-Laws: The By-Laws of the Association.

(f) Common Elements: All portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, roofs, exterior walls, structures, and structural parts of the improvements on the Parcel, wherever located.

(g) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

(h) Condominium Instruments: All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

(i) Developer: **BONNIE BRAE CONSTRUCTION, LLC**, or such other persons or entities as Owner may from time to time designate.

(j) First Mortgagee: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.

(k) Limited Common Elements: That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows, doors, and all fixtures and structures therein which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit, and balconies, storage areas, parking spaces, storage units and areas with roof rights, which have been designated on the Plat as Limited Common Elements, if any.

(l) Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

(m) Majority of Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

(n) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit.

(o) Parcel: The lot or lots, tract or tracts of land, submitted to the provisions of the Act pursuant to the Declaration, as amended.

(p) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(q) Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

(r) Property: All land, property and space comprising the Parcel, all improvements and structures erected constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act.



(s) Record: To record in the Office of the Recorder of Deeds of Cook County, Illinois.

(t) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

(u) Unit: Any part of the Property designed and intended for any type of independent use and which is designated on the Plat as a Unit.

(v) Unit Owner: The person or persons whose estates interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2. Legal Description of Parcel. The Parcel hereby submitted to the provisions of the Act is legally described as follows:

**Legal Description:**

**LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**Commonly known as: 1101-1107 Bonnie Brae Place, River Forest Illinois 60305**  
**P.I.N.'s (undivided and underlying): 15-01-403-020-0000**  
**15-01-403-021-0000**

3. Description of Units. All Units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. Said Units are legally described on Exhibit A attached hereto and made a part hereof. The legal description of each Unit shall include the identifying number or symbol of such Unit as shown on the Plat. In the event that the Building located on the Parcel was not wholly completed, or the structural components of the Building constituting all the Unit boundaries were not then in place when Exhibit D was prepared, Owner reserves the right to, and shall cause to be Recorded when all of said structural components are in place, an amended Plat showing the actual locations and dimensions of the boundaries of those Units in the Building that are completed after the date Exhibit D was prepared. Whenever in this Declaration the term Plat or Exhibit D appears, it shall be deemed to include such amended Plat as shall be hereafter recorded pursuant to this Section.

4. Use and Ownership of the Common Elements. (a) The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

(b) Each Unit Owner shall own an undivided interest in the Common Elements, pursuant to the percentages set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Except for the Limited Common Elements, each Unit Owner, his agents, permitted Occupants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit, the Limited Common Elements

access to which is available through his or her Unit as designated on Exhibit D. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Limited Common Elements may not be transferred between or among Unit Owners.

5. Encroachments and Easements. (a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of such owner or owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date any Parcel is submitted to the Act.

(c) Upon approval by at least 75% of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this subparagraph (c) must be taken at a meeting of Unit Owners duly called for that purpose.

(d) The Developer, its contractors and subcontractors, and their respective agents and employees shall have an easement for ingress, egress, and access to and throughout the Property to conduct any and all activities deemed necessary by the Developer in performance of its work, and as may be required in connection with, the construction and equipping of the improvements on the Parcel, which easement shall continue at the Developer's discretion for two (2) years following the date of the election of the Initial Board of Managers. In connection therewith, the Developer, its contractors and subcontractors, and their respective agents and employees shall have the right to take into and through and maintain on the Property all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, and other Common Elements without liability to any Unit Owner or Occupant; provided, however, that at all times Unit Owners and Occupants shall have reasonable access to their respective Units and Limited Common Elements, and the Developer shall cause as little inconvenience to Unit Owners and Occupants as is reasonably possible under the circumstances. The Developer shall promptly repair any damage caused to the Common Elements or any Unit in connection with the exercise of its rights and easements under this subparagraph.

(e) A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utility, or cable television or similar entertainment services to the

Property shall be entitled to reasonable access to, over, and through the individual Units as may be required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

(f) A pedestrian ingress and egress easement over the NORTH 3'-8" feet of the EAST 105 feet of LOT 15 is hereby created for the benefit of the occupants of 1111 Bonnie Brae Place, their guests, employees, contractors and any other individual having a right of entry into 1111 Bonnie Brae Place building.

(g) A vehicular and pedestrian ingress and egress easement over the EAST 10 feet of LOT 15 and LOT 16 is hereby created for the benefit of the occupants of 1111 Bonnie Brae Place, their guests, employees, contractors and any other individual having a right of entry into 1111 Bonnie Brae Place building.

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

6. Pipes, Wires, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements, but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. Lease of Units or Sublease or Assignment of Lease Thereof. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished. Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owner making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any of his obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations.

8. Association. (a) The Owner, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated,

(1) Each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(2) The provisions of Exhibit C of this Declaration shall be adopted as the initial By-Laws of such Association; and

(3) The name of such Association shall be "1101 Bonnie Brae Place Condominium Association", or a similar name.

9. Insurance, Repair and Reconstruction. (a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(1) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veteran's Administration ("VA") to the extent that: (x) such agency is a mortgagee, assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (y) such agency's requirements do not conflict with those contained in the Act. 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 and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Owner, shall notify the Association in writing of any material additions, alterations or improvements to his Unit and such Unit Owner shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

(2) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable provided that such limit shall not be less than \$1,000,000.00 per occurrence, for personal injury and/or property damage, insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the



Unit Owners from any liability in connection with the Property. Such policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least thirty (30) days' written notice to the Association.

(3) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance, as may be necessary to comply with applicable laws.

(4) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(5) In the event FHLMC, FNMA, HUD, FHA or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA or VA as are then a mortgagee or an assignee of a mortgagee) to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150% of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(1) with respect to the insurance provided for in Subparagraph (a)(2) of this Paragraph, for coverage of cross liability claims of one insured against another and to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners; and

(2) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:

(1) with respect to the insurance provided for in Subparagraph (a)(1) of this Paragraph, that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners; and

(2) with respect to the insurance provided for in Subparagraph (a)(1) of this Paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a part of the Unit, and not insured pursuant to Subparagraph 9(a)(1) hereof, and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(g) in the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

(h) if, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding Subparagraph (g), then:

(1) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or the expiration of ninety (90) days after the fire or other disaster which caused the damage.

(2) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

(3) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

(4) If the Unit Owners do not vote to restore the Building at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. if the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

(5) if the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding Subparagraph (g) and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be re-allocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such

proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

10. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to his or her Unit based on the relative percentages of ownership of the Common Elements of each such Unit not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Units located on the property affected by such tax bill. Such taxes shall be considered a Common Expense of each such Unit.

11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two 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 purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration. Parking spaces shall be used only for the parking of passenger automobiles and motorcycles.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. 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 Association. The right is reserved by the Owner or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Owner shall be entitled to access, ingress and egress to the Property as it shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Owner shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without

the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Owner or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Owner or the Association, may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, including dogs and cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Except as constructed or altered by or with the permission of the Owner or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any rules and regulations of, the Association.

(k) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except as constructed or altered by or with the permission of the Owner at any time prior to the first annual meeting of the Unit Owners, without the written consent of the Association.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which such Unit Owner or the Association may have against any other Unit Owner, the Association, members of the Board, the Owner and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements,



caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner, or of a member of a Unit Owner's family, a household pet, guest, Occupant or visitor of a Unit Owner shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(1).

(n) Any release or waiver referred to in Paragraph 11(1) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(p) This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, handling personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit.

12. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or contained in the By-Laws, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass except, however, that judicial proceedings must be instituted prior to alteration or demolition of any items of construction; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or contained in the By-Laws, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true, and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Paragraph 12, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials, shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and the failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid, and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his or her interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit 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 Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and 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 so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all interest, late charges, reasonable attorneys' fees, cost of collection and amount of any fine by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such amounts are paid by the Unit Owner, the total amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

13. Entry by Association. The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

14. Grantees. Each grantee of the Owner, each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the By-Laws, the rules and regulations of the Association, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, 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 said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

15. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

16. Notices. Whenever any notice is required to be given under the provisions of this Declaration or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered. Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium instruments.

17. Amendments. Except as hereinafter otherwise provided, the provisions of Paragraphs 1, 2, 3, 4, 5, 6, 24, 25, and this Paragraph 17 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided, other provisions of this Declaration may be amended, changed or modified, upon approval by at least 75% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) at least 75% of the Unit Owners have approved such amendment, change or modification, and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. The approval of First Mortgagees of Units who have requested that the Association notify them on any proposed action that requires the consent of a specified percentage of such mortgagees ("Eligible First Mortgagees") and which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee, shall be required to materially amend any provisions of the Declaration or By-Laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the Common Elements;
- (d) insurance or fidelity bonds;
- (e) rights to use of the Common Elements;
- (f) responsibility for maintenance and repair of the Common Elements;
- (g) the addition, annexation or withdrawal of property to or from 1101 Bonnie Brae Place Condominium Association;
- (h) boundaries of any Unit;
- (i) interests in the Common Elements or Limited Common Elements;

- (j) convertibility of Units into Common Elements or of Common Elements into Units;
- (k) leasing of Units;
- (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit in the condominium;
- (m) establishment of self-management by the Association where professional management has been required by FHLMC, FNMA, HUD, FHA or VA; or
- (n) any provisions that expressly benefit First Mortgagees, insurers or guarantors or FHLMC, FNMA, HUD, FHA or VA.

The approval of Eligible First Mortgagees shall be implied when such a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, delivered by certified or registered mail, with a "return receipt" requested. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon Recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Owner shall be effective without the prior written consent of the Owner. The By-Laws may be amended in accordance with the provisions of Article XII thereof.

18. Arbitration. Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association may be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. Condemnation. To the fullest extent permitted by law, the Association is hereby designated to represent the Unit Owners, and each Unit Owner hereby appoints the Association as such Unit Owner's attorney-in-fact in any proceeding, negotiation, settlement or agreement regarding any loss or proceeds from condemnation of all or any part of the Property for this purpose. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be re-allocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly by an instrument executed by the President or Vice-President and the Secretary or Assistant Secretary of the Association, which the Board shall record. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use, as determined by the Board. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be

equitably reduced. Nothing contained herein shall be construed to prevent an aggrieved Unit Owner from instituting an action against either the Association or any Unit Owner for failure to comply with the provisions of the Declaration or the decisions of the Association.

20. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (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 Barak Hussein Obama, the President of the United States, and of the now living lawful descendants of Joe Biden, the Vice-President of the United States.

21. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

22. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

23. Changes or Modifications by Owner. Until the first annual meeting of Unit Owners is called, Owner, or its successors or assigns, shall have the right from time to time to change or modify the Condominium Instruments, which change or modification shall be effective upon the Recording thereof; provided, however, that the provisions of Paragraph 24 of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (1) to bring the Declaration into compliance with the Act or to conform the Declaration to the requirements of FHLMC, FNMA, HUD, FHA or VA, or (2) to correct clerical or typographical errors in the Declaration and in the Plat of Survey, including changes in individual Units layouts and dimensions. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Owner to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Owner as aforesaid.

24. Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:



- (a) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees;
- (b) any proposed termination of 1101 Bonnie Brae Place Condominium Association as a condominium project;
- (c) any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (d) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days; and
- (e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

25. Additional Rights of First Mortgagees. (a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(b) Any election to terminate 1101 Bonnie Brae Place Condominium Association as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(c) Any election to terminate 1101 Bonnie Brae Place Condominium Association as a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 75% of Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

26. Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

IN WITNESS WHEREOF, Owner has caused owner's name to be signed to these presents on the day and year first above written.

BONNIE BRAE CONSTRUCTION, LLC

By: \_\_\_\_\_  
Its Manager

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby  
certify that \_\_\_\_\_, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes  
therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**CONSENT OF MORTGAGEE**

\_\_\_\_\_, an Illinois banking institution (the "Mortgagee"), holder of a note secured by a Mortgage dated \_\_\_\_\_, and recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County, Illinois, and an Assignment of Rents dated \_\_\_\_\_, and recorded \_\_\_\_\_, as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County, Illinois, hereby consents to the execution of and recording of the above and foregoing Declaration of Condominium and hereby subordinates said mortgages and assignment of rents to the provisions of the foregoing Declaration of Condominium and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, Wintrust Bank has caused this instrument to be signed by its duly authorized officers on its behalf on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

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

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_, (Vice) President, and \_\_\_\_\_, (Assistant) Secretary, of Wintrust Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF UNITS

Unit 1NW and P- and S-, 1SW and P- and S-, 1EW and P- and S-, 1EE and P- and S-, 1E and P- and S-, Unit 2NW and P- and S-, 2SW and P- and S-, 2EW and P- and S-, 2EE and P- and S-, 2E and P- and S-, Unit 3NW and P- and S-, 3SW and P- and S-, 3EW and P- and S-, 3EE and P- and S-, 3E and P- and S-, P-, P-, in the 1101-1107 Bonnie Brae Place Condominium, as delineated on the survey of

\*\*\*

**LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

COMMONLY KNOWN AS: 1101-1107 BONNIE BRAE PLACE  
RIVER FOREST, ILLINOIS 60305

**\*\*\* information note (to be removed prior to execution)**

**3 parking spaces P- (to be designated at a later date) are for the benefit of 1111 Bonnie Brae building.**



EXHIBIT B  
PERCENTAGE INTEREST IN COMMON ELEMENTS

<u>UNIT NUMBER</u>	<u>PERCENT INTEREST</u>
1NW and P- and S-	
1SW and P- and S-	
1EW and P- and S-	
1EE and P- and S-	
1E and P- and S-	
2NW and P- and S-	
2SW and P- and S-	
2EW and P- and S-	
2EE and P- and S-	
2E and P- and S-	
3NW and P- and S-	
3SW and P- and S-	
3EW and P- and S-	
3EE and P- and S-	
3E and P- and S-	
P-	
P-	

EXHIBIT C

BY-LAWS OF THE ASSOCIATION

**BY-LAWS  
OF  
1101-1107 BONNIE BRAE PLACE CONDOMINIUM ASSOCIATION**

**ARTICLE I**

**General Provisions**

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have the powers and responsibilities specified in the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, which are not inconsistent with the Act or the Condominium Instruments. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

**ARTICLE II**

**Members**

1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in anyway connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

2. Votes and Voting Rights. (a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board of Managers, all such members of the Board shall be appointed and shall hold office as provided in Article IV, Section 2 of these By-Laws.

(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his or her percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney-in-fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present at a meeting, such individual is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, and if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit, there is deemed to be majority agreement.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration; provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article 11, Section 1 hereof.

4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit from a seller other than the Developer pursuant to an installment contract for purchase, during such times as he or she resides in the Unit, shall be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967, as amended.

### **ARTICLE III**

#### **Meetings of Members**

1. Annual Meeting. The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, (b) sixty (60) days from the date when all of the Units have been conveyed by Owner, or (c) Such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the first Tuesday of December each year or such other date as is selected by the Board which date is within sixty (60) days before or after the first Tuesday of December; provided, however that no such meeting need be held less than one year after the first annual meeting of the members. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any

adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as may be convenient.

2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 50% of the members. All matters to be considered at special meetings of the members called by not less than 50% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

3. Place and Time of Meeting. All meetings of the members shall take place at 7:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, provided that notice of the first annual meeting of the members shall be mailed or delivered not less than twenty-one (21) nor more than thirty (30) days before the date of such meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

5. Quorum. The members present at a meeting in person or by proxy, holding 50% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Any proxy distributed for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of not less than 75% of all the members at a meeting duly called for that purpose:

- (a) merger or consolidation of the Association;
- (b) sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all, of the property and assets of the Association; or
- (c) the purchase and sale of land or Units on behalf of the Unit Owners.

## ARTICLE IV

### Board

1. In General. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

2. Number, Tenure and Qualifications. The number of members of the Board shall be three (3). Until the date of the first annual meeting of the members as hereinabove provided, members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the number of members of the Board shall be three (3) and shall be elected solely by, from and among, the members for a term of one year and until their respective successors shall have been elected and qualified. All members of the Board shall be elected at large. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. 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. A member of the Board may succeed himself in office.

3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative 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. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (a) no preference is expressed in favor of any candidate; and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

5. Special Meetings. Special meetings of the Board maybe called by or at the request of the President or a majority of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling tile meeting at least three (3) business days prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least three (3) business days prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon paid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served



on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least three (3) business days prior to the meeting.

7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

8. Manner of Acting. The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected until the next annual meeting of the members of the Association; provided that if a petition signed by members of the Association holding 20% of the votes in the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members of the Association may be called to fill all vacancies for the unexpired terms of the members of the Board.

10. Removal. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 75% of all the members of the Association at a special meeting called for such purpose.

11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18(b) of the Act and the Declaration and these By-Laws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto any rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 75% of all the members of the Association.

12. Open Meetings. All meetings of the Board, whether regular or special shall be open to the members of the Association except for meetings:

- (a) 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 Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee;

(c) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these By-Laws by tape, film or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

13. Contracts. The Board may not enter into a contract with a current board member or with a corporation or partnership in which a board member has a twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 51% of the Unit Owners, 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.

14. Powers and Duties. The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

## ARTICLE V

### Officers

1. Officers. The officers of the Association shall be a President, a Treasurer and a Secretary, and such assistants to such officers as the Board may deem appropriate.

2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from and among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

4. Vacancies. 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.

5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other

instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

6. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the 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.

7. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act, be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

## ARTICLE VI

### Powers and Duties of the Association and Board

1. General Duties, Powers, Etc. of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium instruments, including but not limited to the following:

- (a) operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements and the Limited Common Elements.
- (b) preparation, adoption and distribution of the annual budget for the Property.
- (c) levying of assessments.
- (d) collection of assessments from Unit Owners.
- (e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) obtaining adequate and appropriate kinds of insurance.
- (g) owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

(j) having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

(k) paying real property taxes, special assessments, any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium.

(l) imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

(m) assigning its right to future income, including the right to receive assessments.

(n) recording the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(o) recording the granting of an easement for the laying, maintenance, and repair of cable television cable or for construction, maintenance, and repair of a project for protection against water damage or erosion, where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(p) borrowing money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by assigning its right to future income including the right to receive assessments for common expenses, and/or by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article 111, Section 7 of these By-Laws.

(q) reasonable accommodation of the needs of handicapped Unit Owners, as required by the Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board, whether appointed by the Developer or elected by the members, shall exercise the care required of a fiduciary of the members.

2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(a) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three years and must be terminable by either

party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.

(b) to engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

(c) to establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association.

(d) to invest any funds of the Association in certificates of deposits, money market funds, or comparable investments.

(e) upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Unit Owners 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 any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

3. Authorized Expenditures. The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.

(b) such insurance as the Association is required or permitted to obtain as provided in the Declaration.

(c) landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements not visible from the exterior of the Building which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, the Association shall be responsible for the repair and replacement of all windows and doors, provided that where the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member or pet, the Association shall charge the Unit Owner for the cost of such repair or replacement.



(d) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

(e) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens including but not limited to, any interest, late charges, reasonable attorneys' fees, costs of collections and the amount of any unpaid fine shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(f) maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(g) Maintenance and repairs (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.

All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of 75% of the Unit Owners.

4. Annual Budget. (a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for 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 Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified), all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs of payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4 of Article III of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

(b) If an adopted Annual Budget requires assessment against Unit Owners in any year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners representing 20% of the votes of the Association may, within 14 days of the Board action, petition and require the Board to call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

(c) The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. Notwithstanding the foregoing, the Developer shall be exempt from paying assessment on the units in his possession prior to their sale to Unit Owners. The Developer shall be reimbursed from the Association funds for any property maintenance expenses and any money advanced to the Association.

(d) The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual Budget shall have been mailed.

(e) Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

(f) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special 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 the Unit Owners in their relative percentages of ownership interest in the Common Elements.

5. Annual Accounting. (a) On or before the 1st day of August of each calendar year commencing 2018, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for 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. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added,

according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

(b) The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

(c) The Association must provide an audited financial statement for the preceding fiscal year Upon Submission of a written request by any holder, insurer, or guarantor of a first mortgage secured by a Unit.

6. Reserves. (a) The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by Owner of a Unit to such Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members and allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Developer shall pay for each Unit then owned by the Developer, such Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members. When such Units are later sold, the Developer may collect from such purchaser sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members.

(b) The Annual Budget shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board of Managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 75% of the total votes of the Association, In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act; and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. if the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 75% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

7. Special Assessments. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common

Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Section 4, Article III of the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses or \$300.00, such further assessment for all Units shall not be effective until approved by 75% of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

8. Default in Payment. (a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

(b) Each such assessment, together with interest, court costs, late charges and reasonable attorneys' fees and costs of collections or the amount of any unpaid fine shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

9. Unit Owner Accounts. Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), any Unit 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 Unit Owner.

10. Rules and Regulations. The Association may, pursuant to the provisions of Section 11 of Article IV and Section 1(h) of Article VI of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

## ARTICLE VII

### Contracts, Checks, Deposits and Funds

1. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may elect.

4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## ARTICLE VIII

### Books and Records

1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

2. Availability for Examination. The Association shall maintain the following records of the Association, and make such records available for examination and copying at convenient hours of weekdays by the Unit Owners, holders, insurers and guarantors of first mortgages that are secured by Units and their duly authorized agents or attorneys:

(a) copies of the Recorded Declaration, By-Laws, other Condominium Instruments and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association of the Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association.

(c) the minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than seven years.

(d) a record giving the names and addresses of the members entitled to Vote.



(e) ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners. The Association shall retain these ballots and proxies for a period of not less than one year.

(f) such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, as amended.

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

## **ARTICLE IX**

### **Fiscal Year**

The fiscal year of the Association begins on the first day of January and ends on the last day of December.

## **ARTICLE X**

### **Seal**

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

## **ARTICLE XI**

### **Waiver of Notice**

Whenever any notice whatever is required to be given under the provisions of the Condominium Property Act of Illinois, the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, or under the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XII**

### **Amendments to By-Laws**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of not less than 75% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative Vote of the members of the Association has been obtained.

## ARTICLE XIII

### Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a part to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he or he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

## **ARTICLE XIV**

### **Construction**

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. if there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.

EXHIBIT D

PLAT OF SURVEY

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT**  
**1111 BONNIE BRAE PLACE CONDOMINIUM**

Address of Property: 1111 Bonnie Brae Place, River Forest, Illinois 60305

Permanent Index Numbers: 15-01-403-019-0000 (UNDERLYING)

Instrument Prepared By and Return To:

Rick J. Erickson  
716 Lee Street  
Des Plaines, IL 60016  
(847) 390-0100

**DECLARATION OF CONDOMINIUM OWNERSHIP**  
**PURSUANT TO THE ILLINOIS CONDOMINIUM PROPERTY ACT**  
**1111 BONNIE BRAE PLACE CONDOMINIUM**

This Declaration of Condominium Ownership (this "Declaration") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by BONNIE BRAE CONSTRUCTION, LLC (hereinafter collectively referred to as "Owner"):

W I T N E S S E T H:

WHEREAS, Owner is the owner in fee simple of certain real estate, hereinafter described, in Chicago, Cook County, Illinois; and

WHEREAS, Owner intends to, and does hereby submit such real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Illinois Condominium Property Act; and

WHEREAS, Owner desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the real estate and all units; and

WHEREAS, Owner desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property (as hereinafter defined) shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, Owner DECLARES as follows:

1. Definitions. Certain words and terms used in this Declaration are defined as follows:
  - (a) Act: The Condominium Property Act of the State of Illinois, as amended from time to time.
  - (b) Association: The Association of all the Unit Owners acting pursuant to the By-Laws, as amended, through its duly elected Board.
  - (c) Board: The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated Association.
  - (d) Building: All structures, attached or unattached, containing one or more Common Elements.
  - (e) By-Laws: The By-Laws of the Association.



(f) Common Elements: All portions of the Property except the Units, including without limiting the generality of the foregoing, the Parcel, roofs, exterior walls, structures, and structural parts of the improvements on the Parcel, wherever located.

(g) Common Expenses: The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

(h) Condominium Instruments: All documents and authorized amendments thereto Recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

(i) Developer: **BONNIE BRAE CONSTRUCTION, LLC**, or such other persons or entities as Owner may from time to time designate.

(j) First Mortgagee: The holder of a note secured by a bona fide first mortgage or first trust deed covering any portion of the Property.

(k) Limited Common Elements: That part of the Common Elements contiguous to and serving a single Unit exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows, doors, and all fixtures and structures therein which lie outside the Unit boundaries, pipes, ducts, flues, shafts, electrical wiring or conduits or other system or component part thereof which serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit, and balconies, storage areas, parking spaces, storage units and areas with roof rights, which have been designated on the Plat as Limited Common Elements, if any.

(l) Maintenance Fund: All monies collected or received by the Association pursuant to the provisions of the Condominium Instruments.

(m) Majority of Unit Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

(n) Occupant: A person or persons, other than a Unit Owner, in possession of a Unit.

(o) Parcel: The lot or lots, tract or tracts of land, submitted to the provisions of the Act pursuant to the Declaration, as amended.

(p) Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(q) Plat: A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of a three dimensional horizontal and vertical delineation of all such Units and such other data as may be required by the Act.

(r) Property: All land, property and space comprising the Parcel, all improvements and structures erected constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners, submitted to the provisions of the Act.

(s) Record: To record in the Office of the Recorder of Deeds of Cook County, Illinois.

(t) Reserves: Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

(u) Unit: Any part of the Property designed and intended for any type of independent use and which is designated on the Plat as a Unit.

(v) Unit Owner: The person or persons whose estates interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2. Legal Description of Parcel. The Parcel hereby submitted to the provisions of the Act is legally described as follows:

**Legal Description:**

**LOT 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST ½ OF THE SOUTHEAST ¼ AND THE EAST 1/3 OF THE WEST ½ OF SAID SOUTHEAST ¼ OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

**Commonly known as: 1111 Bonnie Brae Place, River Forest Illinois 60305**  
**P.I.N.'s (undivided and underlying): 15-01-403-019-0000**

3. Description of Units. All Units are delineated on the Plat attached hereto as Exhibit D and made a part of this Declaration. Said Units are legally described on Exhibit A attached hereto and made a part hereof. The legal description of each Unit shall include the identifying number or symbol of such Unit as shown on the Plat. In the event that the Building located on the Parcel was not wholly completed, or the structural components of the Building constituting all the Unit boundaries were not then in place when Exhibit D was prepared, Owner reserves the right to, and shall cause to be Recorded when all of said structural components are in place, an amended Plat showing the actual locations and dimensions of the boundaries of those Units in the Building that are completed after the date Exhibit D was prepared. Whenever in this Declaration the term Plat or Exhibit D appears, it shall be deemed to include such amended Plat as shall be hereafter recorded pursuant to this Section.

4. Use and Ownership of the Common Elements. (a) The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

(b) Each Unit Owner shall own an undivided interest in the Common Elements, pursuant to the percentages set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all the other Unit Owners. Except for the Limited Common Elements, each Unit Owner, his agents, permitted Occupants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, his Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only his Unit, the Limited Common Elements access to which is available through his or her Unit as designated on Exhibit D. The right to the exclusive

use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. Limited Common Elements may not be transferred between or among Unit Owners.

5. Encroachments and Easements. (a) If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of such owner or owners.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date any Parcel is submitted to the Act.

(c) Upon approval by at least 75% of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to recordation of the dedication. Upon approval by a Majority of the Unit Owners, an easement may be granted for the laying, maintenance, and repair of cable television cable. Upon approval by a Majority of the Unit Owners, an easement may be granted to a governmental body for construction, maintenance, and repair of a project for protection against water damage or erosion. Any action pursuant to this subparagraph (c) must be taken at a meeting of Unit Owners duly called for that purpose.

(d) The Developer, its contractors and subcontractors, and their respective agents and employees shall have an easement for ingress, egress, and access to and throughout the Property to conduct any and all activities deemed necessary by the Developer in performance of its work, and as may be required in connection with, the construction and equipping of the improvements on the Parcel, which easement shall continue at the Developer's discretion for two (2) years following the date of the election of the Initial Board of Managers. In connection therewith, the Developer, its contractors and subcontractors, and their respective agents and employees shall have the right to take into and through and maintain on the Property all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, and other Common Elements without liability to any Unit Owner or Occupant; provided, however, that at all times Unit Owners and Occupants shall have reasonable access to their respective Units and Limited Common Elements, and the Developer shall cause as little inconvenience to Unit Owners and Occupants as is reasonably possible under the circumstances. The Developer shall promptly repair any damage caused to the Common Elements or any Unit in connection with the exercise of its rights and easements under this subparagraph.

(e) A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utility, or cable television or similar entertainment services to the Property shall be entitled to reasonable access to, over, and through the individual Units as may be

required in connection with the operation, maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or to service and take readings of any utility meters located within a Unit.

(f) A pedestrian ingress and egress easement over the WEST 138 feet of the SOUTH 6 feet of LOT 14 is hereby created for the benefit of the occupants of 1101 Bonnie Brae Place, their guests, employees, contractors and any other individual having a right of entry into 1101 Bonnie Brae Place building.

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

6. Pipes, Wires, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or serving, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements, but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. Lease of Units or Sublease or Assignment of Lease Thereof. Any Unit Owner shall have the right to lease, or permit a subsequent sublease or assignment of all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem acceptable, except that no Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished. Any such lease, sublease or assignment shall be in writing, a copy of which must be delivered to the Association not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, and shall provide that the lease, sublease or assignment shall be subject to the terms of this Declaration and that any failure of the lessee, sublessee or assignee to comply with the terms of this Declaration shall be a default under the lease, sublease or assignment. The Unit Owner making any such lease, or permitting such sublease or assignment shall not be relieved thereby from any of his obligations under the Declaration. In addition to any other remedies, by filing an action jointly against the Unit Owner and the lessee, sublessee or assignee, the Association may seek to enjoin a lessee, sublessee or assignee from occupying a Unit or seek to evict a lessee, sublessee or assignee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-Unit Owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws, and rules and regulations.

8. Association. (a) The Owner, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

(b) Whether or not the Association is incorporated,

(1) Each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Unit Owner shall automatically become a member therein;

(2) The provisions of Exhibit C of this Declaration shall be adopted as the initial By-Laws of such Association; and

(3) The name of such Association shall be "1111 Bonnie Brae Place Condominium Association", or a similar name.

9. Insurance, Repair and Reconstruction. (a) The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

(1) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. The Association shall also comply with the insurance requirements of the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the U.S. Department of Housing and Urban Development ("HUD"), the Federal Housing Authority ("FHA") or the Veteran's Administration ("VA") to the extent that: (x) such agency is a mortgagee, assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified thereof; and (y) such agency's requirements do not conflict with those contained in the Act. 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 and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event of any loss resulting in the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the By-Laws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Owner, shall notify the Association in writing of any material additions, alterations or improvements to his Unit and such Unit Owner shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

(2) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable provided that such limit shall not be less than \$1,000,000.00 per occurrence, for personal injury and/or property damage, insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the Property. Such policy shall provide that the insurance coverage shall not be canceled or substantially modified without at least thirty (30) days' written notice to the Association.

(3) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance, as may be necessary to comply with applicable laws.

(4) Fiduciary insurance coverage to protect against dishonest acts on the part of all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association, if such insurance is mandated by law or if the Association shall elect to effect it. Such insurance coverage shall name the Association as an insured or obligee and shall be in an amount at least equal to the maximum amount of funds that will be in the custody of the Association plus Reserves.

(5) In the event FHLMC, FNMA, HUD, FHA or VA is a mortgagee, an assignee of a mortgagee, or an insurer or guarantor of a first mortgage with respect to any Unit and the Association is so notified, a fidelity bond or bonds (or insurance coverage if acceptable to such of FHLMC, FNMA, HUD, FHA or VA as are then a mortgagee or an assignee of a mortgagee) to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150% of the estimated annual Common Expenses including Reserves, unless a higher amount is required by the FHLMC, FNMA, HUD, FHA or VA, in which case the bond or bonds shall be in the higher amount. Such bond or bonds shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee."

(b) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

(c) The Association shall secure insurance policies that will provide for the following:

(1) with respect to the insurance provided for in Subparagraph (a)(2) of this Paragraph, for coverage of cross liability claims of one insured against another and to preclude the insurer's denial of a Unit Owner's claim because of negligent acts of the Association or of other Unit Owners; and

(2) a waiver of any rights to subrogation by the insuring company against any named insured.

(d) The Association may, but shall not be required to, secure policies providing:

(1) with respect to the insurance provided for in Subparagraph (a)(1) of this Paragraph, that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners; and

(2) with respect to the insurance provided for in Subparagraph (a)(1) of this Paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

(e) Each Unit Owner shall be responsible for insurance coverage on the furnishings and other items of personal property belonging to a Unit Owner which are contained in a Unit and not a



part of the Unit, and not insured pursuant to Subparagraph 9(a)(1) hereof, and insurance for his personal liability to the extent not covered by insurance maintained by the Association.

(f) Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

(g) in the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

(h) if, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding Subparagraph (g), then:

(1) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or the expiration of ninety (90) days after the fire or other disaster which caused the damage.

(2) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessment.

(3) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of 75% of the Unit Owners.

(4) If the Unit Owners do not vote to restore the Building at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a notice as permitted under the Act.

(5) if the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding Subparagraph (g) and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, upon the affirmative vote of a Majority of Unit Owners voting at a meeting duly called for that purpose and with the consent of all First Mortgagees, authorize the President or Vice President and the Secretary or Assistant Secretary to execute and Record an amendment to this Declaration for the purpose of withdrawing any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be re-allocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements.

Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof,

assessments attributable to the period after such withdrawal shall no longer be required for such withdrawn Unit or shall be equitably reduced to reflect such withdrawn portion.

10. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, then the Association shall collect from each Unit Owner of a Unit not separately taxed, the proportionate share of the tax bill attributable to his or her Unit based on the relative percentages of ownership of the Common Elements of each such Unit not separately taxed in proportion to the total percentage of ownership of the Common Elements of all of the Units located on the property affected by such tax bill. Such taxes shall be considered a Common Expense of each such Unit.

11. Use and Occupancy of Units and Common Elements. The Units and Common Elements shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two 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 purposes. That part of the Common Elements separating any two or more adjoining Units used together may be altered to afford ingress and egress to and from such adjoining Units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration. Parking spaces shall be used only for the parking of passenger automobiles and motorcycles.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. 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 Association. The right is reserved by the Owner or its agent or agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any First Mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such First Mortgagee. Until all the Units are sold and conveyed, the Owner shall be entitled to access, ingress and egress to the Property as it shall deem necessary in connection with the sale of, or work in, the Building or any Unit. The Owner shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep his own Unit in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

(d) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of any insurance

maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(e) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building or upon the Limited Common Elements and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Owner or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, or Limited Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type, other than those installed as of the date this Declaration is recorded or those thereafter installed by the Owner or the Association, may be installed without the prior written permission of the Association.

(f) No animals, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that household pets, including dogs and cats, may be kept in Units, subject to rules and regulations adopted by the Association, which rules or regulations may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

(g) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

(h) Except as constructed or altered by or with the permission of the Owner or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

(i) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(j) No benches, chairs or other personal property shall be left on, nor shall any playing, lounging, parking of baby carriages, playpens, bicycles, wagons, toys or vehicles be permitted on, any part of the Common Elements without the prior consent of, and subject to any rules and regulations of, the Association.

(k) Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except as constructed or altered by or with the permission of the Owner at any time prior to the first annual meeting of the Unit Owners, without the written consent of the Association.

(l) Each Unit Owner and the Association hereby waive and release any and all claims which such Unit Owner or the Association may have against any other Unit Owner, the Association, members of the Board, the Owner and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in Paragraph 11(m), to the extent that such damage is covered by fire or other form of hazard insurance.

(m) If the act or omission of a Unit Owner, or of a member of a Unit Owner's family, a household pet, guest, Occupant or visitor of a Unit Owner shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of Paragraph 11(1).

(n) Any release or waiver referred to in Paragraph 11(1) and 11(m) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

(o) No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others.

(p) This Paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining a personal professional library, keeping personal business or professional records or accounts, handling personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his Unit.

12. Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or contained in the By-Laws, shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass except, however, that judicial proceedings must be instituted prior to alteration or demolition of any items of construction; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

Provided, however, that, except in cases of emergency where damage to persons or property is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision herein or contained in the By-Laws, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall have determined such allegations to be true, and (c) the Unit Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Unit Owner. Any and all costs and expenses incurred by the Association in the exercise of its authority as granted in this Paragraph 12, including but not limited to court costs, reasonable attorneys' fees as determined by a court of competent jurisdiction, and cost of labor and materials, shall be paid by the Unit Owner in violation, and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

Furthermore, if after hearing and finding as aforesaid and the failure of the Unit Owner to desist from such violation or to take such corrective action as may be required, the Association shall have the

power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of the violation of a rule or breach of covenant or provision as aforesaid, and ordering that all the right, title and interest of the Unit Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his or her interest at such judicial sale or by virtue of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit 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 Unit Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and 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 so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

Any Unit Owner in default hereunder or under the provisions of the By-Laws or any rule or regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Unit, all interest, late charges, reasonable attorneys' fees, cost of collection and amount of any fine by the Association in enforcing the provisions of the By-Laws, this Declaration or the rules and regulations of the Association as to which the Unit Owner is in default. Until such amounts are paid by the Unit Owner, the total amount thereof shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of a First Mortgagee with respect to such Unit.

13. Entry by Association. The Association or its officers, agents or employees may enter any Unit when necessary in connection with any painting, maintenance, repair or reconstruction for which the Association is responsible, or which the Association has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and except in the event of emergency shall be done upon reasonable notice to the Unit Owner. Any damage caused thereby shall be repaired by the Association as a Common Expense.

14. Grantees. Each grantee of the Owner, each purchaser under Articles of Agreement for Deed and each tenant, subtenant or assignee under a lease, sublease or assignment accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, the By-Laws, the rules and regulations of the Association, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Act, as at any time amended, and all easements, 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 said land, and shall inure to the benefit of each grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

15. Failure to Enforce. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

16. Notices. Whenever any notice is required to be given under the provisions of this Declaration or the By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice, provided such waiver or the time of giving same is not contrary to the provisions of the Act. Notices required to be given to any devisee or personal representative of a deceased Unit Owner shall be delivered by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered. Other notices required or permitted to be given shall be in writing and shall be given in the manner set forth in the Condominium instruments.

17. Amendments. Except as hereinafter otherwise provided, the provisions of Paragraphs 1, 2, 3, 4, 5, 6, 24, 25, and this Paragraph 17 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the Unit Owners and each mortgagee having a bona fide lien of record against any Unit. Except as herein otherwise provided, other provisions of this Declaration may be amended, changed or modified, upon approval by at least 75% of the Unit Owners, by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice-President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (i) at least 75% of the Unit Owners have approved such amendment, change or modification, and (ii) a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit, not less than ten (10) days prior to the date of such affidavit. The approval of First Mortgagees of Units who have requested that the Association notify them on any proposed action that requires the consent of a specified percentage of such mortgagees ("Eligible First Mortgagees") and which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee, shall be required to materially amend any provisions of the Declaration or By-Laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) voting;
- (b) assessments, assessment liens or subordination of such liens;
- (c) reserves for maintenance, repair and replacement of the Common Elements;
- (d) insurance or fidelity bonds;
- (e) rights to use of the Common Elements;
- (f) responsibility for maintenance and repair of the Common Elements;
- (g) the addition, annexation or withdrawal of property to or from 111 Bonnie Brae Place Condominium Association;
- (h) boundaries of any Unit;
- (i) interests in the Common Elements or Limited Common Elements;
- (j) convertibility of Units into Common Elements or of Common Elements into Units;
- (k) leasing of Units;



- (l) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit in the condominium;
- (m) establishment of self-management by the Association where professional management has been required by FHLMC, FNMA, HUD, FHA or VA; or
- (n) any provisions that expressly benefit First Mortgagees, insurers or guarantors or FHLMC, FNMA, HUD, FHA or VA.

The approval of Eligible First Mortgagees shall be implied when such a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper notice of the proposal, delivered by certified or registered mail, with a "return receipt" requested. Any amendment, change or modification shall conform to the provisions of the Act and shall be effective upon Recordation thereof. No change, modification or amendment which affects the rights, privileges or obligations of the Owner shall be effective without the prior written consent of the Owner. The By-Laws may be amended in accordance with the provisions of Article XII thereof.

18. Arbitration. Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, By-Laws, or rules and regulations of the Association may be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

19. Condemnation. To the fullest extent permitted by law, the Association is hereby designated to represent the Unit Owners, and each Unit Owner hereby appoints the Association as such Unit Owner's attorney-in-fact in any proceeding, negotiation, settlement or agreement regarding any loss or proceeds from condemnation of all or any part of the Property for this purpose. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be re-allocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly by an instrument executed by the President or Vice-President and the Secretary or Assistant Secretary of the Association, which the Board shall record. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Elements. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use, as determined by the Board. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced. Nothing contained herein shall be construed to prevent an aggrieved Unit Owner from instituting an action against either the Association or any Unit Owner for failure to comply with the provisions of the Declaration or the decisions of the Association.

20. Violations of Certain Rules. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (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 Barak Hussein Obama, the President of the United States, and of the now living lawful descendants of Joe Biden, the Vice-President of the United States.

21. Severability. The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

22. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

23. Changes or Modifications by Owner. Until the first annual meeting of Unit Owners is called, Owner, or its successors or assigns, shall have the right from time to time to change or modify the Condominium Instruments, which change or modification shall be effective upon the Recording thereof; provided, however, that the provisions of Paragraph 24 of this Declaration shall not be amended, modified or changed without the consent of any First Mortgagee affected thereby, and provided further that such right shall only be exercised (1) to bring the Declaration into compliance with the Act or to conform the Declaration to the requirements of FHLMC, FNMA, HUD, FHA or VA, or (2) to correct clerical or typographical errors in the Declaration and in the Plat of Survey, including changes in individual Units layouts and dimensions. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Owner to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and consent to the reservation of, the power to Owner as aforesaid.

24. Rights of First Mortgagees. Any mortgage or trust deed owned or held by a First Mortgagee and Recorded prior to the Recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of Recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

(a) any proposed action that requires the consent of a specified percentage of Eligible Mortgagees;

(b) any proposed termination of 1111 Bonnie Brae Place Condominium Association as a condominium project;

(c) any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds \$10,000.00, or which affects any Unit, which loss exceeds \$1,000.00, on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of 60 days; and

(e) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

25. Additional Rights of First Mortgagees. (a) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications for the Building unless the approval is obtained from at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(b) Any election to terminate 1111 Bonnie Brae Place Condominium Association as a condominium project after substantial destruction or substantial taking by condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 51% of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

(c) Any election to terminate 1111 Bonnie Brae Place Condominium Association as a condominium project for reasons other than substantial destruction or condemnation of the Property shall require the approval of at least 75% of the Unit Owners and the Eligible First Mortgagees of Units which represent at least 75% of Units subject to a mortgage or trust deed held by an Eligible First Mortgagee.

26. Trustees. In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or the title of such real estate.

IN WITNESS WHEREOF, Owner has caused owner's name to be signed to these presents on the day and year first above written.

BONNIE BRAE CONSTRUCTION, LLC

By: \_\_\_\_\_  
Its Manager

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby  
certify that \_\_\_\_\_, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that  
they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes  
therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**CONSENT OF MORTGAGEE**

\_\_\_\_\_, an Illinois banking institution (the "Mortgagee"), holder of a note secured by a Mortgage dated \_\_\_\_\_, and recorded on \_\_\_\_\_ as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County, Illinois, and an Assignment of Rents dated \_\_\_\_\_, and recorded \_\_\_\_\_, as Document No. \_\_\_\_\_ with the Recorder of Deeds of Cook County, Illinois, hereby consents to the execution of and recording of the above and foregoing Declaration of Condominium and hereby subordinates said mortgages and assignment of rents to the provisions of the foregoing Declaration of Condominium and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused this instrument to be signed by its duly authorized officers on its behalf on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

By: \_\_\_\_\_  
Its: (Assistant) Secretary

STATE OF ILLINOIS     )  
                                      ) SS.  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_, (Vice) President, and \_\_\_\_\_, (Assistant) Secretary, of Wintrust Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION OF UNITS

**Parcel 1:** Unit 1 and P- and S-, 2 and P- and S-, 3 and P- and S- in the 1111 Bonnie Brae Place Condominium, as delineated on the survey of

**LOTS 14 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

COMMONLY KNOWN AS: 1111 BONNIE BRAE PLACE  
RIVER FOREST, ILLINOIS 60305

**Parcel 2:** Parking Space P- in the 1101 Bonnie Brae Place Condominium, as delineated on the survey of

**LOTS 15 AND 16 IN GREY AND BRAESE'S RESUBDIVISION OF BLOCK 1 IN THE SUBDIVISION OF BLOCKS 1, 8, 9, 10, 11, 14, 15 AND 16 IN BOGU'S ADDITION TO OAK PARK BEING A SUBDIVISION OF THE EAST  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  AND THE EAST  $\frac{1}{3}$  OF THE WEST  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 12 EAST THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

COMMONLY KNOWN AS: 1101-1107 BONNIE BRAE PLACE  
RIVER FOREST, ILLINOIS 60305



EXHIBIT B

PERCENTAGE INTEREST IN COMMON ELEMENTS

UNIT NUMBER

PERCENT INTEREST

1 and P- and S-

2 and P- and S-

3 and P- and S-

1101 Bonnie Brae Place, P-

## EXHIBIT C

### BY-LAWS OF THE ASSOCIATION

#### **BY-LAWS OF 1111 BONNIE BRAE PLACE CONDOMINIUM ASSOCIATION**

### **ARTICLE I**

#### **General Provisions**

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have the powers and responsibilities specified in the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, which are not inconsistent with the Act or the Condominium Instruments. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

### **ARTICLE II**

#### **Members**

1. Classes of Members, Membership, and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association, during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in anyway connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

2. Votes and Voting Rights. (a) Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board of Managers, all such members of the Board shall be appointed and shall hold office as provided in Article IV, Section 2 of these By-Laws.

(b) Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his or her percentage ownership interest in the Common Elements (as defined in the Declaration) at the time any matter is submitted to a vote of the members.

(c) If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Any proxy must be executed in writing by the Unit Owner or his duly authorized attorney-in-fact, must bear the date of execution, and shall be invalid after 11 months from the date of its execution. If only one of the multiple owners of a Unit is present at a meeting, such individual is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, and if any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit, there is deemed to be majority agreement.

(d) Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration; provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

3. Transfer of Membership. Membership in this Association is not transferable or assignable, except as provided in Article 11, Section 1 hereof.

4. Installment Contracts. Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit from a seller other than the Developer pursuant to an installment contract for purchase, during such times as he or she resides in the Unit, shall be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for the purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967, as amended.

## **ARTICLE III**

### **Meetings of Members**

1. Annual Meeting. The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, (b) sixty (60) days from the date when all of the Units have been conveyed by Owner, or (c) Such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the first Tuesday of December each year or such other date as is selected by the Board which date is within sixty (60) days before or after the first Tuesday of December; provided, however that no such meeting need be held less than one year after the first annual meeting of the members. If the election of members of the Board shall not be held on the day designated herein for any annual meeting, or at any

adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as may be convenient.

2. Special Meetings. Special meetings of the members may be called by the Board, the President, or not less than 50% of the members. All matters to be considered at special meetings of the members called by not less than 50% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

3. Place and Time of Meeting. All meetings of the members shall take place at 7:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

4. Notice of Meetings. Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, provided that notice of the first annual meeting of the members shall be mailed or delivered not less than twenty-one (21) nor more than thirty (30) days before the date of such meeting. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

5. Quorum. The members present at a meeting in person or by proxy, holding 50% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

6. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Any proxy distributed for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

7. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following matters shall require the affirmative vote of not less than 75% of all the members at a meeting duly called for that purpose:

- (a) merger or consolidation of the Association;
- (b) sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all, of the property and assets of the Association; or
- (c) the purchase and sale of land or Units on behalf of the Unit Owners.

## ARTICLE IV

### Board

1. In General. The affairs of the Association shall be managed by its Board of Managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

2. Number, Tenure and Qualifications. The number of members of the Board shall be three (3). Until the date of the first annual meeting of the members as hereinabove provided, members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the number of members of the Board shall be three (3) and shall be elected solely by, from and among, the members for a term of one year and until their respective successors shall have been elected and qualified. All members of the Board shall be elected at large. The Board elected at such first annual meeting shall be the initial Board of Managers as provided in the Act. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. 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. A member of the Board may succeed himself in office.

3. Election. At each annual meeting of the members, the members shall be entitled to vote on a cumulative 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. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if: (a) no preference is expressed in favor of any candidate; and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

4. Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or a majority of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least three (3) business days prior to the date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least three (3) business days prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon paid. The business to be transacted at, or the purpose of any regular or special meeting of the Board, shall be specified in the notice. Notices of a regular meeting of the Board need not be served

on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least three (3) business days prior to the meeting.

7. Quorum. A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these By-Laws.

8. Manner of Acting. The act of a majority of the members of the Board present at a meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

9. Vacancies. Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by a two-thirds vote of the remaining members of the Board. A member elected to fill a vacancy shall be elected until the next annual meeting of the members of the Association; provided that if a petition signed by members of the Association holding 20% of the votes in the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If as the result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members of the Association may be called to fill all vacancies for the unexpired terms of the members of the Board.

10. Removal. From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 75% of all the members of the Association at a special meeting called for such purpose.

11. Adoption of Rules and Regulations. All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, which rules and regulations conform to the requirements of Section 18(b) of the Act and the Declaration and these By-Laws. No quorum is required at such meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto any rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of 75% of all the members of the Association.

12. Open Meetings. All meetings of the Board, whether regular or special shall be open to the members of the Association except for meetings:

- (a) 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 Board finds that such an action is probable or imminent;



(b) to consider information regarding appointment, employment or dismissal of an employee;

(c) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these By-Laws by tape, film or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

13. Contracts. The Board may not enter into a contract with a current board member or with a corporation or partnership in which a board member has a twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 51% of the Unit Owners, 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.

14. Powers and Duties. The powers and duties of the Board shall include, but not be limited to, the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

## ARTICLE V

### Officers

1. Officers. The officers of the Association shall be a President, a Treasurer and a Secretary, and such assistants to such officers as the Board may deem appropriate.

2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from and among the members of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

3. Removal. Any officer elected by the Board may be removed by a majority vote of the members of the Board.

4. Vacancies. 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.

5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other

instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

6. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all the 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.

7. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act, be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

## ARTICLE VI

### Powers and Duties of the Association and Board

1. General Duties, Powers, Etc. of the Board. The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium instruments, including but not limited to the following:

- (a) operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements and the Limited Common Elements.
- (b) preparation, adoption and distribution of the annual budget for the Property.
- (c) levying of assessments.
- (d) collection of assessments from Unit Owners.
- (e) employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- (f) obtaining adequate and appropriate kinds of insurance.
- (g) owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (h) adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(i) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

(j) having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

(k) paying real property taxes, special assessments, any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium.

(l) imposing charges for late payments of a Unit Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association.

(m) assigning its right to future income, including the right to receive assessments.

(n) recording the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(o) recording the granting of an easement for the laying, maintenance, and repair of cable television cable or for construction, maintenance, and repair of a project for protection against water damage or erosion, where authorized by the Unit Owners under the provisions of Section 5(c) of the Declaration.

(p) borrowing money at such rates of interest as it may determine; to issue its notes, bonds and other obligations to evidence such borrowing; and to secure any of its obligations by assigning its right to future income including the right to receive assessments for common expenses, and/or by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article 111, Section 7 of these By-Laws.

(q) reasonable accommodation of the needs of handicapped Unit Owners, as required by the Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board, whether appointed by the Developer or elected by the members, shall exercise the care required of a fiduciary of the members.

2. Specific Powers and Duties. Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(a) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such

manager or managing agent shall extend for not more than three years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.

(b) to engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

(c) to establish or maintain one or more bank accounts, or functionally similar accounts such as money market fund accounts, for the deposit of any funds paid to, or received by, the Association.

(d) to invest any funds of the Association in certificates of deposits, money market funds, or comparable investments.

(e) upon authorization of a two-thirds vote of the members of the Board or by affirmative vote of not less than a majority of the Unit Owners 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 any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Nothing herein shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

3. Authorized Expenditures. The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) water, waste removal, heating, electricity, telephone and other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.

(b) such insurance as the Association is required or permitted to obtain as provided in the Declaration.

(c) landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements not visible from the exterior of the Building which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, the Association shall be responsible for the repair and replacement of all windows and doors, provided that where the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member or pet, the Association shall charge the Unit Owner for the cost of such repair or replacement.

(d) any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

(e) any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens including but not limited to, any interest, late charges, reasonable attorneys' fees, costs of collections and the amount of any unpaid fine shall be specially assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(f) maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(g) Maintenance and repairs (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.

All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the treasurer. There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of 75% of the Unit Owners.

4. Annual Budget. (a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including: the total amount required for 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 Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified), all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for capital expenditures or repairs of payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Section 4 of Article III of the By-Laws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

(b) If an adopted Annual Budget requires assessment against Unit Owners in any year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners representing 20% of the votes of the Association may, within 14 days of the Board action, petition and require the Board to call a meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the budget. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget, it is ratified, whether or not a quorum is present. In determining whether assessments exceed 115% of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the condominium property, and budgeted expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

(c) The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. Notwithstanding the foregoing, the Developer shall be exempt from paying assessment on the units in his possession prior to their sale to Unit Owners. The Developer shall be reimbursed from the Association funds for any property maintenance expenses and any money advanced to the Association.

(d) The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual Budget shall have been mailed.

(e) Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Board shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

(f) All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special 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 the Unit Owners in their relative percentages of ownership interest in the Common Elements.

5. Annual Accounting. (a) On or before the 1st day of August of each calendar year commencing 2018, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with an indication of which portions of the Annual Budget were for 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. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit



Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

(b) The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association or at its direction.

(c) The Association must provide an audited financial statement for the preceding fiscal year Upon Submission of a written request by any holder, insurer, or guarantor of a first mortgage secured by a Unit.

6. Reserves. (a) The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by Owner of a Unit to such Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members and allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Developer shall pay for each Unit then owned by the Developer, such Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members. When such Units are later sold, the Developer may collect from such purchaser sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members.

(b) The Annual Budget shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board of Managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this section by a vote of not less than 75% of the total votes of the Association, In the event the Association elects to waive all or part of the Reserve requirements of this section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act; and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. if the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than 75% of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

7. Special Assessments. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Section 4, Article III of the By-Laws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Board, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses or \$300.00, such further assessment for all Units shall not be effective until approved by 75% of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

8. Default in Payment. (a) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of up to 4% of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

(b) Each such assessment, together with interest, court costs, late charges and reasonable attorneys' fees and costs of collections or the amount of any unpaid fine shall also be the personal obligation of the person who was the Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

9. Unit Owner Accounts. Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), any Unit 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 Unit Owner.

10. Rules and Regulations. The Association may, pursuant to the provisions of Section 11 of Article IV and Section 1(h) of Article VI of these By-Laws, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the Common Elements and the Units, not inconsistent with the terms of the Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be delivered to all Unit Owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of the Declaration.

## ARTICLE VII

### Contracts, Checks, Deposits and Funds

1. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may elect.

4. Gifts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## ARTICLE VIII

### Books and Records

1. Maintaining Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

2. Availability for Examination. The Association shall maintain the following records of the Association, and make such records available for examination and copying at convenient hours of weekdays by the Unit Owners, holders, insurers and guarantors of first mortgages that are secured by Units and their duly authorized agents or attorneys:

(a) copies of the Recorded Declaration, By-Laws, other Condominium Instruments and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association of the Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association.

(c) the minutes of all meetings of the Association and the Board. The Association shall maintain these minutes for a period of not less than seven years.

(d) a record giving the names and addresses of the members entitled to Vote.

(e) ballots and proxies related thereto for all elections to the Board and for any other matters voted on by the Unit Owners. The Association shall retain these ballots and proxies for a period of not less than one year.

(f) such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, as amended.

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

## **ARTICLE IX**

### **Fiscal Year**

The fiscal year of the Association begins on the first day of January and ends on the last day of December.

## **ARTICLE X**

### **Seal**

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

## **ARTICLE XI**

### **Waiver of Notice**

Whenever any notice whatever is required to be given under the provisions of the Condominium Property Act of Illinois, the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, or under the provisions of the articles of incorporation or By-Laws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

## **ARTICLE XII**

### **Amendments to By-Laws**

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted upon the affirmative vote of not less than 75% of all of the members at a regular meeting or at any special meeting called for such purpose, by Recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and which contains an affidavit by an officer of the Board certifying that the necessary affirmative Vote of the members of the Association has been obtained.

## ARTICLE XIII

### Indemnification

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a part to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he or he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

## **ARTICLE XIV**

### **Construction**

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these By-Laws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. if there is any inconsistency or conflict between these By-Laws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.



EXHIBIT D

PLAT OF SURVEY

**TAB 7**

**TENATTIVE DEVELOPMENT SCHEDULE**

**PROPOSED DEVELOPMENT SCHEDULE**

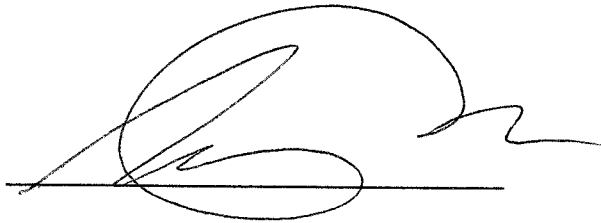
	<b>Estimated Start</b>	<b>Estimated End</b>
Permit Acquisition		March, 2018
Site demolition	April, 2018	May, 2018
Site work and Utilities	May, 2018	July, 2018
Foundations	July 2018	August 2018
Framing/Masonry	August 2018	December 2018
Mechanicals	November 2018	February 2019
Drywall and Finishes	March, 2019	August, 2019
Interior Construction	November, 2019	September, 2019
Exterior Construction	May, 2018 2017	September, 2019
Project Close Out		September 2019

**TAB 8**


**STATEMENT OF RESPONSIBILITY**

**STATEMENT OF RESPONSIBILITY**

The undersigned Officer of the Applicant hereby acknowledges his responsibility to record a certified copy of the Ordinance granting the Planned Development permit with the Cook County Recorder of Deeds office and provide evidence of said recording to the Village of River Forest within thirty (30) days of the passage of the Ordinance.

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a series of loops and a final flourish, written over a horizontal line.

Art Gurevich

A handwritten date '3-29-2016' in black ink, written over a horizontal line.

Date

**TAB 9**

**ECONOMIC ANALYSIS**

**DVELOPER'S FINANCING**

**PROJECT ECONOMIC VIABILITY**

## **ECONOMIC IMPACT**

The economic impact of the proposed development will consist of the cost of services and property taxes. An impact on an increase in sales tax revenue can't be easily ascertained.

The incremental cost of services will be small and will primarily consist of Fire Department inspections cost. Other services will be fee based.

Based on the expert opinion of the local real estate and development professionals, the proposed development is not anticipated to generate any increase in the school age children population. (SAC Consultant projects 2 children). It will, however generate an estimated increase in annual revenue to the school districts of more than \$373,000.

The proposed development will create a significant increase in property taxes that will also boost the revenue to other local taxing districts, such as, library, park district, the Village, etc. The following table summarizes the property tax increase impact.

The data is based on the projected market value of the condominium units and the Cook County Assessor's office provided tax rate of 10.622%, Assessment Equalization (EAV) factor of 2.7523, assessment level of 10% and the Homeowner Exemption and Senior Exemption of \$7,000 and \$5,000, respectively for ALL units.



Planned Development Application  
1101 -1111 Bonnie Brae Placw

Summary of Economic Impact - Property Tax Projection

Taxing Agency	Percentage of Tax Bill	2014 Property Tax 1111 Bonnie Braae Pl.	2014 Property Tax 1101-1107 Bonnie Brae Pl.	Projected Property Tax * Upon Project Completion 1111 Bonnie Brae Pl.	Projected Annual Increase (1111 Bonnie Brae Pl.)	Projected Property Tax ** Upon Project Completion 1101-1107 Bonnie Brae Pl.	Projected Annual Increase (1101-7 Bonnie Brae PL.)	TOTAL PROJECTED ANNUAL REVENUE INCREASE
School Districts	74%	\$ 7,162.76	\$ 3,591.28	\$ 55,166.26	\$ 48,003.50	\$ 265,361.04	\$ 261,769.76	\$ 309,773.26
Village of River Forest	11%	\$ 1,064.73	\$ 533.84	\$ 8,200.39	\$ 7,135.66	\$ 39,445.56	\$ 38,911.72	\$ 46,047.38
Cook County	5%	\$ 483.97	\$ 242.65	\$ 3,727.45	\$ 3,243.48	\$ 17,929.80	\$ 17,687.15	\$ 20,930.63
Park District	3%	\$ 290.38	\$ 145.59	\$ 2,236.47	\$ 1,946.09	\$ 10,757.88	\$ 10,612.29	\$ 12,558.38
Water Reclamation	3%	\$ 290.38	\$ 145.59	\$ 2,236.47	\$ 1,946.09	\$ 10,757.88	\$ 10,612.29	\$ 12,558.38
Public Library	2%	\$ 193.59	\$ 97.06	\$ 1,490.98	\$ 1,297.39	\$ 7,171.92	\$ 7,074.86	\$ 8,372.25
Township	1%	\$ 96.79	\$ 48.53	\$ 745.49	\$ 648.70	\$ 3,585.96	\$ 3,537.43	\$ 4,186.13
All Other Taxing Bodies	1%	\$ 96.79	\$ 48.53	\$ 745.49	\$ 648.70	\$ 3,585.96	\$ 3,537.43	\$ 4,186.13
<b>Total</b>	<b>100%</b>	<b>\$ 9,679.40</b>	<b>\$ 4,853.08</b>	<b>\$ 74,549.00</b>	<b>\$ 64,869.60</b>	<b>\$ 358,596.00</b>	<b>\$ 353,742.92</b>	<b>\$ 418,612.52</b>

\* Assumes market value of \$2,550,000, tax rate of 10.622, Equalization Factor of 2.7523

Source: Cook County Assessor

\*\* Assumes market value of \$12,920,000, tax rate of 10.622, Equalization Factor of 2.7523

Source: Cook County Assessor

Calculations take into account \$7,000 Homeowner Exemption and \$5,000 Senior Exemption for ALL units

## **FINANCIAL CAPABILITY**

The principals of Bonnie Brae Construction, LLC have, at any given time more than \$20,000,000 worth of projects under construction. All of the projects have owner equity and bank financing.

The development cost for the proposed project is estimated at \$13,000,000. Construction financing will be provided by Wintrust Bank. The Owners are capable of funding the Owner's equity component of the development cost.

The Wintrust Bank financing interest letter is attached

**SCHAUMBURG BANK**  
**& TRUST COMPANY, N.A.<sup>TM</sup>**  
A WINTRUST COMMUNITY BANK

January 19, 2016

Mr. Art Gurevich

Bonnie Brae Construction, LLC

3528 Walnut Avenue

Wilmette, Illinois 60091

Re: 1101-11 Bonnie Brae Place, River Forest, Illinois

Dear Mr. Gurevich:

Thank you for considering Schaumburg Bank and Trust, A Wintrust Community bank, for your credit needs. We understand that you intend to construct a 20 unit Condominium building at 1101-11 Bonnie Brae Place, River Forest, Illinois at a cost of approximately \$13.0 Million.

We have reviewed the request for financing the construction of this project which you submitted to us, which included the construction budget, financial projections, site plans, etc., and are highly interested in providing financing for the project. Such financing would be subject to a minimum of 40% of the units being pre-sold in order to qualify for financing. The final terms and conditions of a loan would be subject to our approval and completion of our due diligence and further analysis, our underwriting of the appraisal and market conditions.

Sincerely,



Kenneth J. Edl

Senior Vice President

A WINTRUST COMMUNITY BANK

1180 E. Higgins Road, Schaumburg, Illinois 60173 | 847-969-1200 | [www.bankschaumburg.com](http://www.bankschaumburg.com)

## **ECONOMIC VIABILITY**

The Developer consulted with Gagliardo Realty Associates, Gloor Realty Co. and John Conrad Schiess Architect – all very experienced and reputable local real estate and development professionals who analyzed the current market conditions and the desirability of the proposed development.

In their opinion, the proposed development is desirable for the market and is feasible, based on the proposed development cost and the expected pricing. Additionally, it will have a positive impact on the surrounding property values.

The opinion letters are attached.

---

# GAGLIARDO REALTY ASSOCIATES

Gagliardo Realty Associates is one of the major real estate companies in the River Forest market and has a firsthand knowledge of the market conditions, property values and trends in the real estate market.

We performed detailed market analyses in order to evaluate the desirability of the proposed condominium development at 1101-1111 Bonnie Brae Place in River Forest.

It is our opinion that the proposed product is highly desirable in this market by the people who no longer need larger single family homes, but still desire spacious accommodations with all amenities and conveniences of a condominium.

There are several similar products that are currently on the market or being built. They include projects in Oak Park, LaGrange, Elmhurst and other communities.

The proposed project offers a higher level of amenities than those mentioned above and we anticipate a good demand for its condominium units from the residents of River Forest.

We see this project as highly desirable for the location and based on our experience, it will significantly strengthen the values of the surrounding properties.

It is characteristic for similar projects in River Forest and in other communities not to attract families with children of school age due to high price points and the majority of the owners being of senior or near senior age. None of the similar developments in other communities, as mentioned above, have any children of school age in them. We don't anticipate this development generating any children of school age for the local school districts.



Andy Gagliardo  
Broker/Owner



## GLOOR REALTY CO.

114 NORTH OAK PARK AVENUE • OAK PARK, ILLINOIS 60301 • 708.524.1100 • FAX: 708.524.1286  
[www.gloor.com](http://www.gloor.com)

Gloor Realty Company has been a leading real estate firm in the River Forest area for over 70 years and is sensitive to the needs of the community, and well-versed in current market conditions.

The proposed condominium project by Bonnie Brae Development, LLC will be highly desirable for long time River Forest home owners seeking to downsize yet continue to reside in their community. This development, offering quality-built units and generous square footage, gives River Forest residents an opportunity to maintain the level of comfort and convenience they have enjoyed in their homes.

Gloor Realty is currently marketing a comparable development in Oak Park and has been involved in similar projects in the past. We anticipate a high level of demand for the condominium units in this development, as there has not been a new high-end project in River Forest for many years.

In my opinion, this development will have a very positive impact on the surrounding property values and will be an asset to our community.

Sincerely yours,

Richard C. Gloor

BROKER/OWNER  
GLOOR REALTY CO.

RCG/cjc

# john conrad schiess architect

400 ASHLAND AVENUE RIVER FOREST, IL 60305

TEL 708.366.1500

[john@icsarchitect.com](mailto:john@icsarchitect.com)

February 17, 2015

## Expert Opinion on Multi-family

The Luxury Condominium Development  
Bonnie Brae Avenue and Thomas Street  
River Forest, IL

John Schiess as architect and development Consultant with John Conrad Schiess Architect, Ltd has been an Architect and a member of a development team on many projects similar to the condominium project proposed by Bonnie Brae Construction, LLC for the site located at Bonnie Brae Place and Thomas North East corner. Specifically, the condominium development at 444 Ashland; the condominium development at 417 Lathrop; the condominium development at 7366 Lake Street and the Townhome development at 7820 Madison all in River Forest.

Mr. Schiess is currently managing two similar developments; in Lagrange and one in Oak Park. As such, Mr. Schiess has gained certain knowledge of this product type ( luxury condominiums ) and a thorough understanding of this market segment, as evidenced by his involvement in all of their successful approvals.



The large size, luxury condominium units are highly desirable in well-established communities such as the Village of River Forest and offer its residents, who seek to sell larger homes an opportunity to remain in the Village without sacrificing a level of comfort and convenience in living arrangements.

From our experience, these type of projects provide a very positive impact on the surrounding property values and generate very little traffic and additional parking as compared to other residential uses.

Based on our knowledge and experience of the sales history of the projects as listed above and the sales activity of the current developments, we expect that this project will not generate any school age children for the local school districts – none of the other developments attracted buyers with school aged children.

It is important to note that even the US census statistic regarding the school age children generation by similar condominium units is very low, about 2 per 10 condominium units. However, the statistics are based on the bedroom/bathroom per unit counts, without taking into account unit type (condominium vs. townhome), unit size and market price. In our opinion, these oversize, top of the market condominium units will not attract any families with school age children.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'John Schiess', with a long horizontal line extending to the right.

John Schiess  
John Conrad Schiess Architect, Ltd.

**TAB 10**

**OFF-SITE UTILITY IMPROVEMENTS**

**SITE DRAINAGE PLAN**

The proposed development will not generate a need in additional off-site improvements, such as traffic signals, turn lanes, additional sewer lines and water main capacities, off-site storm water detention, etc.

The Site Drainage Plan is included the Site Utilities Plan (Tab 4)

**TAB 11**

**NEIGHBOR MEETING MINUTES**

Pursuant to a duly issued notice, a meeting of the neighbors was conducted on October 27, 2015.

In addition to the Village Manager and a newspaper reporter, there were 2 couples at the meeting.

The Applicant described the proposed project and answered questions. The questions were regarding the type of units that would be offered, level of amenities, interior finishes and construction schedule.

There were no negative comments regarding the proposed development and there were no opposition to the project itself or any of its features.

**Meeting Minutes:**

Bonnie Brae & Thomas Condo Project  
Resident Meeting Notes – October 27, 2015  
Location – River Forest Village Hall  
Meeting started at 7:15 PM – Concluded at 7:45 PM

The meeting was attended by four River Forest residents (2 couples). Art Gurevich made a presentation reviewing his project. The questions asked by the residents were routine and related to the project (size of units, amenities, parking, timing of project, etc.) There were no objections to the project.

Bonnie Brae & Thomas Condo Project  
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## BONNIE BRAE CONDO PROJECT RESIDENT MEETING

**October 27, 2015**

# SIGN IN SHEET

NAME

### ADDRESS

PHONE

## EMAIL

NAME	ADDRESS	PHONE	EMAIL
Charles & Connie Winkler	1009 Bonnie Brae		CTRUMBULL@SBCGLOBAL.net
Hai & Carol Solomon	1415 THATCHER	Phn 708-771-6550	

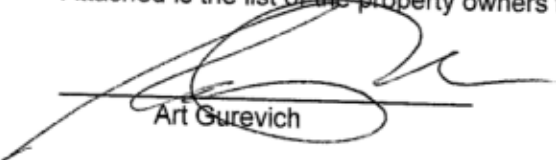
Hai'a Carol Solomon 1415 THATCHER PHN 708-771-6550

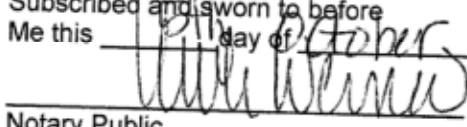
## AFFIDAVIT

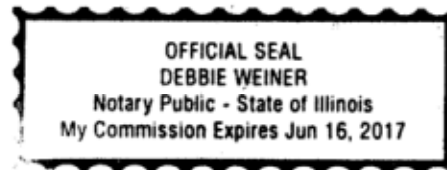
Village of River Forest  
400 Park Ave.  
River Forest, Illinois 60305

I, Art Gurevich, as the Manager of Bonnie Brae Construction, LLC and as its authorized representative, hereby attest that the requirement of informing the neighbors within 500 of our proposed development at 1101 – 1111 and inviting them to a Neighbors Meeting to be held at the River Forest Village Hall at 7:00 PM on October 27, 2015, has been fulfilled by mailing an appropriate notice to the property owners of record of the properties located within 500 of the proposed development..

Attached is the list of the property owners to whom we mailed the notice.

  
Art Gurevich

Subscribed and sworn to before  
Me this 27th day of October, 2015  
  
Notary Public



# **Bonnie Brae Construction, LLC.**

**3528 Walnut Ave., Wilmette, Illinois 60091**

**Tel: (847) 728-0584**

**Fax: (847) 728-0585**

---

October 4, 2015

Re: Proposed Condominium Development at 1101-1111 Bonnie Brae Place, River Forest

Dear Neighbors,

Bonnie Brae Construction, LLC is pleased to present to the residents of the Village of River Forest our concept for development of a parcel of land located at 1101-1111 Bonnie Brae Place.

At present, the property is improved with a parking lot located at the North East corner of Bonnie Brae Pl and Thomas Ave. and a 6 unit apartment building.

Our plan is to replace the parking lot with a state of the art, luxury condominium building with up to 20 dwelling units and 40 garage parking spaces.

The apartment building will be de-converted to house 3 large condominium units.

Both buildings will be equipped with elevators and state of the art features and comfort amenities for their owners.

Only the highest quality exterior materials, such as face brick and limestone will be utilized for the building. On the inside, we propose 10 foot ceilings, oversize floor plans, upscale finishes and appliances, state of the art security system, and many other features that are demanded by a top of the market development.

Currently, there is a demand for large, luxury condominium units by the Village residents who sold or consider selling their larger homes, but want to stay in the Village in a comfortable, maintenance free environment. Our project will fulfill this need.

We invite you to attend a Neighbors Meeting on October 27, 2015 at 7:00 PM. The meeting will be held at the Village Hall, 400 Park Ave., River Forest.

Inquiries and comments regarding the project can be made to Bonnie Brae Construction, LLC at the above address.

Looking forward to see you at the meeting,

Sincerely,

Art Gurevich  
Manager



**Bonnie Brae Project  
Neighbor's Information**

<b>PIN</b>	<b>Address</b>	<b>Notice to:</b>
15-01-402-002-0000	7400 W. Augusta	Concordia University 7400 W. Augusta River Forest, IL 60305 Grace Evangelical Lutheran Church of River Forest 7300 W. Division St. River Forest, IL 60305 Grace Evangelical Lutheran Church of River Forest
15-01-402-003-0000	7300 W. Division	7300 W. Division St. River Forest, IL 60305 Grace Evangelical Lutheran Church of River Forest
15-01-403-001-0000	7229 W. Division St. River Forest, IL 60305	7300 W. Division St. River Forest, IL 60305 Kristin M. Trevino
15-01-403-046-1001 & -1017	7209-11 W. Division St., Unit A-1 River Forest, IL 60305	4611 N. Weaver Ridge Peoria, IL 61615 Barbara A. Butzen
15-01-403-046-1002 & -1013	7209-11 W. Division St., Unit A-2 River Forest, IL 60305	7209-11 W. Division St., A-2 River Forest, IL 60305 Florida Tungol
15-01-403-046-1003 & -1015	7209-11 W. Division St., Unit A-3 River Forest, IL 60305	7209-11 W. Division St., Unit A-3 River Forest, IL 60305 Maria E. Rosa
15-01-403-046-1004 & -1012	7209-11 W. Division St., Unit B-1 River Forest, IL 60305	7209 W. Division St., Unit B-1 River Forest, IL 60305 Josephine M. Elarmo
15-01-403-046-1005	7209-11 W. Division St., Unit B-2 River Forest, IL 60305	7209-11 W. Division St., Unit B-2 River Forest, IL 60305 Yvonne Calloway
15-01-403-046-1006 7 -1018	7209-11 W. Division St., Unit B-3 River Forest, IL 60305	7209-11 W. Division St., Unit B-3 River Forest, IL 60305 Heather M. Olesky
15-01-403-046-1007	7209-11 W. Division St., Unit C-1 River Forest, IL 60305	7209-11 W. Division St., Unit C-1 River Forest, IL 60305 Victor Moore
15-01-403-046-1008	7209-11 W. Division St., Unit C-2 River Forest, IL 60305	7209-11 W. Division St., Unit C-2 River Forest, IL 60305 Norma Sherbondy
15-01-403-046-1009	7211 W. Division St., Unit C-3 River Forest, IL 60305	7211 W. Division St., Unit C-3 River Forest, IL 60305 Aurora Rodriguez
15-01-403-046-1010 & -1016	7211 W. Division St., Unit D-1 River Forest, IL 60305	7211 W. Division St., Unit D-1 River Forest, IL 60305

15-01-403-046-1011 & -1014	7211 W. Division St., Unit D-2 River Forest, IL 60305	Stephanie Jefferson 7211 W. Division St., Unit D-2 River Forest, IL 60305 7-Eleven, Inc. Tax Dept.#23852
15-01-403-012-0000	1140 N. Harlem Ave. River Forest, IL 60305	P.O. Box 711 Dallas, Texas 75221-0711 Grace Evangelical Lutheran Church of River Forest
15-01-403-013-0000	1135 Bonnie Brae River Forest, IL 60305	7300 W. Division St. River Forest, IL 60305 Geraldine Hanrahan
15-01-403-044-1001	1131 Bonnie Brae Pl., Unit 1N River Forest, IL 60305	1131 Bonnie Brae Pl., Unit 1 River Forest, IL 60305 Mary Da Cosse
15-01-403-044-1002 & -1009	1129 Bonnnie Brae Pl., Unit 1S River Forest, IL 60305	1129 Bonnnie Brae Pl., Unit 1S River Forest, IL 60305 Lynn T. Collins
15-01-403-044-1003 & -1007	1131 Bonnie Brae Pl., Unit 2N River Forest, IL 60305	1131 Bonnie Brae Pl., Unit 2N River Forest, IL 60305 Susan Giorongo
15-01-403-044-1004 & -1010	1129 Bonnnie Brae Pl., Unit 2S River Forest, IL 60305	1129 Bonnnie Brae Pl., Unit 2S River Forest, IL 60305 Beverly Caraher
15-01-403-044-1005 & -1011	1131 Bonnie Brae Pl., Unit 3N River Forest, IL 60305	1131 Bonnie Brae Pl., Unit 3N River Forest, IL 60305 Wilburt Woods
15-01-403-044-1006 & -1008	1131 Bonnie Brae Pl., Unit 3S River Forest, IL 60305	1131 Bonnie Brae Pl., Unit 3S River Forest, IL 60305 Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302
15-01-403-015-0000	1127 Bonnie Brae Pl. River forest, IL 60305	Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302
15-01-403-016-0000	1123 Bonnie Brae Pl. River forest, IL 60305	Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302
15-01-403-017-0000	1119 Bonnie Brae Pl. River forest, IL 60305	Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302
15-01-403-018-0000	1115 Bonnie Brae Pl. River forest, IL 60305	Bonnie Brae Development, LLC 1037 Chicago Ave. Oak Park, IL 60302 Daniel Brown
15-01-403-022-0000	1134-36 N. Harlem Ave. River Forest, IL 60305	938 Columbian Oak Park, IL 60302 The Bank of New York
15-01-403-049-1001	1124 N. Harlem Ave., Unit A River Forest, IL 60305	55 Beatle Place, St. 110, MS 005 Greenville, SC 29601

15-01-403-049-1002	1124 N. Harlem Ave., Unit B River Forest, IL 60305	Donna Westbrook 1124 N. Harlem Ave., Unit B River Forest, IL 60305
15-01-403-049-1003	1124 N. Harlem Ave., Unit C River Forest, IL 60305	Maidaliz Marrero 1124 N. Harlem Ave., Unit C River Forest, IL 60305
15-01-403-049-1004	1126 N. Harlem Ave., Unit A River Forest, IL 60305	Tammy Hill 1126 N. Harlem Ave., Unit A River Forest, IL 60305
15-01-403-049-1005	1126 N. Harlem Ave., Unit B River Forest, IL 60305	Jennifer Kemp 1126 N. Harlem Ave., Unit B River Forest, IL 60305
15-01-403-049-1006	1126 N. Harlem Ave., Unit C River Forest, IL 60305	Michael Perillo 1126 N. Harlem Ave., Unit C River Forest, IL 60305
15-01-403-049-1007	1128 N. Harlem Ave., Unit A River Forest, IL 60305	Delfina Cervantes 1128 N. Harlem Ave., Unit A River Forest, IL 60305
15-01-403-049-1008	1128 N. Harlem Ave., Unit B River Forest, IL 60305	Kelley Moore 1128 N. Harlem Ave., Unit B River Forest, IL 60305
15-01-403-049-1009	1128 N. Harlem Ave., Unit C River Forest, IL 60305	Ronald Davis 1128 N. Harlem Ave., Unit C River Forest, IL 60305
15-01-403-049-1010	1130 N. Harlem Ave., Unit A River Forest, IL 60305	Chitrakar Sajana 1130 N. Harlem Ave., Unit A River Forest, IL 60305
15-01-403-049-1011	1130 N. Harlem Ave., Unit B River Forest, IL 60305	Connie Strait 1130 N. Harlem Ave., Unit B River Forest, IL 60305
15-01-403-049-1012	1130 N. Harlem Ave., Unit C River Forest, IL 60305	Ronald Malik 1130 N. Harlem Ave., Unit C River Forest, IL 60305
15-01-403-032-0000	1122 N. Harlem Ave., Unit D River Forest, IL 60305	Jeffrey Sarabia 1122 N. Harlem Ave., Unit D River Forest, IL 60305
15-01-403-033-0000	1122 N. Harlem Ave., Unit C River Forest, IL 60305	Caroline Mahic 1122 N. Harlem Ave., Unit C River Forest, IL 60305
15-01-403-034-0000	1122 N. Harlem Ave., Unit B River Forest, IL 60305	Kurt Stadtwald 1122 N. Harlem Ave., Unit B River Forest, IL 60305
15-01-403-035-0000	1122 N. Harlem Ave., Unit A River Forest, IL 60305	Michael Nelson 1122 N. Harlem Ave., Unit A River Forest, IL 60305

15-01-403-041-0000	1118 N. Harlem Ave., Unit C River Forest, IL 60305	Allan Pall 1118 N. Harlem Ave., Unit C River Forest, IL 60305
15-01-403-042-0000	1118 N. Harlem Ave., Unit B River Forest, IL 60305	Judy Kavanaugh 1118 N. Harlem Ave., Unit B River Forest, IL 60305
15-01-403-043-0000	1118 N. Harlem Ave., Unit A River Forest, IL 60305	Joseph Ottenheimer 1118 N. Harlem Ave., Unit A River Forest, IL 60305
15-01-403-045-1001	1100 N. Harlem Ave., Unit G River Forest, IL 60305	Adam West 1100 N. Harlem Ave., Unit G River Forest, IL 60305
15-01-403-045-1002	1100 N. Harlem Ave., Unit 1 River Forest, IL 60305	Paul McGarry 1100 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1003	1100 N. Harlem Ave., Unit 2 River Forest, IL 60305	Steven Schwartz 1100 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1004	1100 N. Harlem Ave., Unit 3D River Forest, IL 60305	You Hong Cheng 1100 N. Harlem Ave., Unit 3D River Forest, IL 60305
15-01-403-045-1005	1102 N. Harlem Ave., Unit G River Forest, IL 60305	Debra Wilson 1102 N. Harlem Ave., Unit G River Forest, IL 60305
15-01-403-045-1006	1102 N. Harlem Ave., Unit 205 River Forest, IL 60305	Vicky Powell 1102 N. Harlem Ave., Unit 205 River Forest, IL 60305
15-01-403-045-1007	1102 N. Harlem Ave., Unit 2W River Forest, IL 60305	Jeffrey Lynch 1100 N. Harlem Ave., Unit 2W River Forest, IL 60305
15-01-403-045-1008	1102 N. Harlem Ave., Unit 3 River Forest, IL 60305	James Bloyd 1102 N. Harlem Ave., Unit 3 River Forest, IL 60305
15-01-403-045-1009	1104 N. Harlem Ave., Unit 1 River Forest, IL 60305	Kathleen Mulvey 1104 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1010	1104 N. Harlem Ave., Unit 2 River Forest, IL 60305	Czeslaw Chlebek 1104 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1011	1104 N. Harlem Ave., Unit 3D River Forest, IL 60305	Jose Tomayo 1104 N. Harlem Ave., Unit 3D River Forest, IL 60305
15-01-403-045-1012	1106 N. Harlem Ave., Unit 1 River Forest, IL 60305	Steven Richmond 1106 N. Harlem Ave., Unit 1 River Forest, IL 60305

15-01-403-045-1013	1106 N. Harlem Ave., Unit 2 River Forest, IL 60305	Gwendolyn Parker 1106 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1014	1106 N. Harlem Ave., Unit 3 River Forest, IL 60305	Steven Ferrier 1106 N. Harlem Ave., Unit 3 River Forest, IL 60305
15-01-403-045-1015	1108 N. Harlem Ave., Unit 1 River Forest, IL 60305	Terence Brennen 1108 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1016	1108 N. Harlem Ave., Unit 2 River Forest, IL 60305	John Koch 1108 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1017	1108 N. Harlem Ave., Unit 3 River Forest, IL 60305	Alfredo Rivera 1909 N. 72nd Court Elmwood Park, IL 60707
15-01-403-045-1018	1110 N. Harlem Ave., Unit 1N River Forest, IL 60305	Joseph Schak 1110 N. Harlem Ave., Unit 1N River Forest, IL 60305
15-01-403-045-1019	1110 N. Harlem Ave., Unit 2 River Forest, IL 60305	Jason Sherman 427 N. Harvey Oak Park, IL 60302
15-01-403-045-1020	1110 N. Harlem Ave., Unit 3 River Forest, IL 60305	Michael Jones 1110 N. Harlem Ave., Unit 3 River Forest, IL 60305
15-01-403-045-1021	1112 N. Harlem Ave., Unit G River Forest, IL 60305	Thomas Nisbet 1112 N. Harlem Ave., Unit G River Forest, IL 60305
15-01-403-045-1022	1112 N. Harlem Ave., Unit 1 River Forest, IL 60305	Leshonda Howard 1112 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1023	1112 N. Harlem Ave., Unit 2 River Forest, IL 60305	Michael Sturdivant 1112 N. Harlem Ave., Unit 2 River Forest, IL 60305
15-01-403-045-1024	1112 N. Harlem Ave., Unit 3N River Forest, IL 60305	Edmund Padleckas 1112 N. Harlem Ave., Unit 3N River Forest, IL 60305
15-01-403-045-1025	1114 N. Harlem Ave., Unit G River Forest, IL 60305	Andrew Psyk 1114 N. Harlem Ave., Unit G River Forest, IL 60305
15-01-403-045-1026	1114 N. Harlem Ave., Unit 1 River Forest, IL 60305	Jerome Davis 1114 N. Harlem Ave., Unit 1 River Forest, IL 60305
15-01-403-045-1027	1114 N. Harlem Ave., Unit 2 River Forest, IL 60305	Kinda Cutts 1841 N. Sheffield Ave. Chicago, IL 60614

15-01-403-045-1028	1114 N. Harlem Ave., Unit 3 River Forest, IL 60305	Kate Burch 643 Elgin Ave. Forest Park, IL 60130 Bonnie Brae Development, LLC
15-01-406-022-0000	7221-7227 Thomas River Forest, IL 60305	1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC
15-01-406-024-0000	1037-39 Bonnie Brae Pl. River Forest, IL 60305	1037 Chicago Ave. Oak Park, IL 60302 Bonnie Brae Development, LLC
15-01-406-033-0000	1033 Bonnie Brae Pl. River Forest, IL 60305	1037 Chicago Ave. Oak Park, IL 60302
15-01-406-034-0000		Denis Azabagic
15-01-406-027-0000	1031 Bonnie Brae Pl. River Forest, IL 60305	7618 Polk Street Forest Park, IL 60130 James Cunningham
15-01-406-028-0000	1029 Bonnie Brae Pl. River Forest, IL 60305	1029 Bonnie Brae Pl. River Forest, IL 60305 Robert Miller
15-01-406-004-0000	1025 Bonnie Brae Pl. River Forest, IL 60305	1025 Bonnie Brae Pl. River Forest, IL 60305 Leo Baranowski
15-01-406-031-0000	1023 Bonnie Brae Pl. River Forest, IL 60305	1023 Bonnie Brae Pl. River Forest, IL 60305 Anthony Morelli
15-01-406-006-0000	1019 Bonnie Brae Pl. River Forest, IL 60305	1019 Bonnie Brae Pl. River Forest, IL 60305 G. Robert Mason
15-01-406-026-1001	1009 Bonnie Brae Pl., Unit 1B River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 1B River Forest, IL 60305 Colleen Dunigan
15-01-406-026-1002	1009 Bonnie Brae Pl., Unit 1C River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 1C River Forest, IL 60305 J. Richard Carey
15-01-406-026-1003	1005 Bonnie Brae Pl., Unit 1D River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 1D River Forest, IL 60305 Stephen Kennedy
15-01-406-026-1004	1005 Bonnie Brae Pl., Unit 1E River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 1E River Forest, IL 60305 Patricia Huebner
15-01-406-026-1005	1005 Bonnie Brae Pl., Unit 1F River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 1F River Forest, IL 60305 Philip Gordon
15-01-406-026-1006	1005 Bonnie Brae Pl., Unit 1H River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 1H River Forest, IL 60305

15-01-406-026-1007	1005 Bonnie Brae Pl., Unit 1I River Forest, IL 60305	Kathleen Quaid 1005 Bonnie Brae Pl., Unit 1I River Forest, IL 60305 Peri Georglou
15-01-406-026-1008	1009 Bonnie Brae Pl., Unit 2A River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 2A River Forest, IL 60305 Emil Baumbach
15-01-406-026-1009	1009 Bonnie Brae Pl., Unit 2B River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 2B River Forest, IL 60305 Eugene Sullivan
15-01-406-026-1010	1009 Bonnie Brae Pl., Unit 2C River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 2C River Forest, IL 60305 Jack Sumnarski
15-01-406-026-1011	1005 Bonnie Brae Pl., Unit 2D River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 2D River Forest, IL 60305 Mary Peterson
15-01-406-026-1012	1005 Bonnie Brae Pl., Unit 2E River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 2E River Forest, IL 60305 Norman Carroll
15-01-406-026-1013	1005 Bonnie Brae Pl., Unit 2F River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 2F River Forest, IL 60305 Zora Zivkovic
15-01-406-026-1014	1005 Bonnie Brae Pl., Unit 2G River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 2G River Forest, IL 60305 Edmond Burke
15-01-406-026-1015	1009 Bonnie Brae Pl., Unit 3A River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 3A River Forest, IL 60305 Manuel Iglesias
15-01-406-026-1016	1009 Bonnie Brae Pl., Unit 3B River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 3B River Forest, IL 60305 Leroy Rosasco
15-01-406-026-1017	1009 Bonnie Brae Pl., Unit 3C River Forest, IL 60305	1009 Bonnie Brae Pl., Unit 3C River Forest, IL 60305 Allison Burdick
15-01-406-026-1018	1005 Bonnie Brae Pl., Unit 3D River Forest, IL 60305	10059 Bonnie Brae Pl., Unit 3D River Forest, IL 60305 Edward Owens
15-01-406-026-1019	1005 Bonnie Brae Pl., Unit 3E River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 3E River Forest, IL 60305 Mahvash Amir-Mokri
15-01-406-026-1020	1005 Bonnie Brae Pl., Unit 3F River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 3F River Forest, IL 60305 Mahvash Amir-Mokri
15-01-406-026-1021	1005 Bonnie Brae Pl., Unit 3G River Forest, IL 60305	1005 Bonnie Brae Pl., Unit 3G River Forest, IL 60305



15-01-406-026-1022	1009 Bonnie Brae Pl., Unit 4A River Forest, IL 60305	Kevin Murphy 1009 Bonnie Brae Pl., Unit 4A River Forest, IL 60305
15-01-406-026-1023	1009 Bonnie Brae Pl., Unit 4B River Forest, IL 60305	Shmuel Mahfood 1009 Bonnie Brae Pl., Unit 4B River Forest, IL 60305
15-01-406-026-1024	1009 Bonnie Brae Pl., Unit 4C River Forest, IL 60305	Shmuel Mahfood 1009 Bonnie Brae Pl., Unit 4C River Forest, IL 60305
15-01-406-026-1025	1005 Bonnie Brae Pl., Unit 4D River Forest, IL 60305	Carol O'Brien 1005 Bonnie Brae Pl., Unit 4D River Forest, IL 60305
15-01-406-026-1026	1005 Bonnie Brae Pl., Unit 4E River Forest, IL 60305	Patricia Lappe 1005 Bonnie Brae Pl., Unit 4E River Forest, IL 60305
15-01-406-026-1027	1005 Bonnie Brae Pl., Unit 4F River Forest, IL 60305	Dale Schlafer 1005 Bonnie Brae Pl., Unit 4F River Forest, IL 60305
15-01-406-026-1028	1005 Bonnie Brae Pl., Unit 4G River Forest, IL 60305	Nancy McGurn 1005 Bonnie Brae Pl., Unit 4G River Forest, IL 60305
15-01-406-026-1029	1009 Bonnie Brae Pl., Unit 5A River Forest, IL 60305	Joan Wojcik 1009 Bonnie Brae Pl., Unit 5A River Forest, IL 60305
15-01-406-026-1030	1009 Bonnie Brae Pl., Unit 5B River Forest, IL 60305	Charles Winkler 1009 Bonnie Brae Pl., Unit 5B River Forest, IL 60305
15-01-406-026-1031	1009 Bonnie Brae Pl., Unit 5C River Forest, IL 60305	Selma Belajec 1009 Bonnie Brae Pl., Unit 5C River Forest, IL 60305
15-01-406-026-1032	1009 Bonnie Brae Pl., Unit 5D River Forest, IL 60305	Brian Sullivan 1009 Bonnie Brae Pl., Unit 5D River Forest, IL 60305
15-01-406-026-1033	1005 Bonnie Brae Pl., Unit 5E River Forest, IL 60305	Brian Sullivan 1009 Bonnie Brae Pl., Unit 5D River Forest, IL 60305
15-01-406-026-1034	1005 Bonnie Brae Pl., Unit 5F River Forest, IL 60305	William Darley 1005 Bonnie Brae Pl., Unit 5F River Forest, IL 60305
15-01-406-026-1035	1005 Bonnie Brae Pl., Unit 5G River Forest, IL 60305	Nancy May 1005 Bonnie Brae Pl., Unit 5G River Forest, IL 60305
15-01-406-010-0000	1040 N. Harlem Ave. River Forest, IL 60305	West Saburban Temple Har Zion 1040 N. Harlem Ave. River forest, IL 60305
15-01-406-011-0000	1040 N. Harlem Ave. River Forest, IL 60305	

15-01-406-012-0000	1040 N. Harlem Ave. River Forest, IL 60305	
15-01-406-013-0000	1040 N. Harlem Ave. River Forest, IL 60305	
15-01-406-032-1001	1020 N. Harlem, Unit A-1 River Forest, IL 60305	Robert Williams 1020 N. Harlem, Unit A-1 River Forest, IL 60305
15-01-406-032-1002	1020 N. Harlem, Unit B-1 River Forest, IL 60305	Oleg Bondarenko 1020 N. Harlem, Unit B-1 River Forest, IL 60305
15-01-406-032-1003	1020 N. Harlem, Unit 1C River Forest, IL 60305	Gail Popowits 1020 N. Harlem, Unit 1C River Forest, IL 60305
15-01-406-032-1004	1020 N. Harlem, Unit 1D River Forest, IL 60305	Patricia Parker 1020 N. Harlem, Unit 1D River Forest, IL 60305
15-01-406-032-1005	1020 N. Harlem, Unit 1E River Forest, IL 60305	Monique Brotman 1020 N. Harlem, Unit 1E River Forest, IL 60305
15-01-406-032-1006	1020 N. Harlem, Unit 1F River Forest, IL 60305	Anthony Antobello 1020 N. Harlem, Unit 1F River Forest, IL 60305
15-01-406-032-1007	1020 N. Harlem, Unit A2 River Forest, IL 60305	Cynthia Mokry 1020 N. Harlem, Unit A2 River Forest, IL 60305
15-01-406-032-1008	1020 N. Harlem, Unit 2B River Forest, IL 60305	Gary Mancuso 1020 N. Harlem, Unit 2B River Forest, IL 60305
15-01-406-032-1009	1020 N. Harlem, Unit 2C River Forest, IL 60305	Anthony Powers 1020 N. Harlem, Unit 2C River Forest, IL 60305
15-01-406-032-1010	1020 N. Harlem, Unit 2D River Forest, IL 60305	Kenneth Wright 1020 N. Harlem, Unit 2D River Forest, IL 60305
15-01-406-032-1011	1020 N. Harlem, Unit 2E River Forest, IL 60305	Alejandro Hornik 1020 N. Harlem, Unit 2E River Forest, IL 60305
15-01-406-032-1012	1020 N. Harlem, Unit 2E River Forest, IL 60305	Evelyn Finegan 1020 N. Harlem, Unit F-2 River Forest, IL 60305
15-01-406-032-1013	1020 N. Harlem, Unit F-2 River Forest, IL 60305	June Witzl 1020 N. Harlem, Unit 3A River Forest, IL 60305
15-01-406-032-1014	1020 N. Harlem, Unit 3A River Forest, IL 60305	Anthony Ponzio 1020 N. Harlem, Unit 3B River Forest, IL 60305

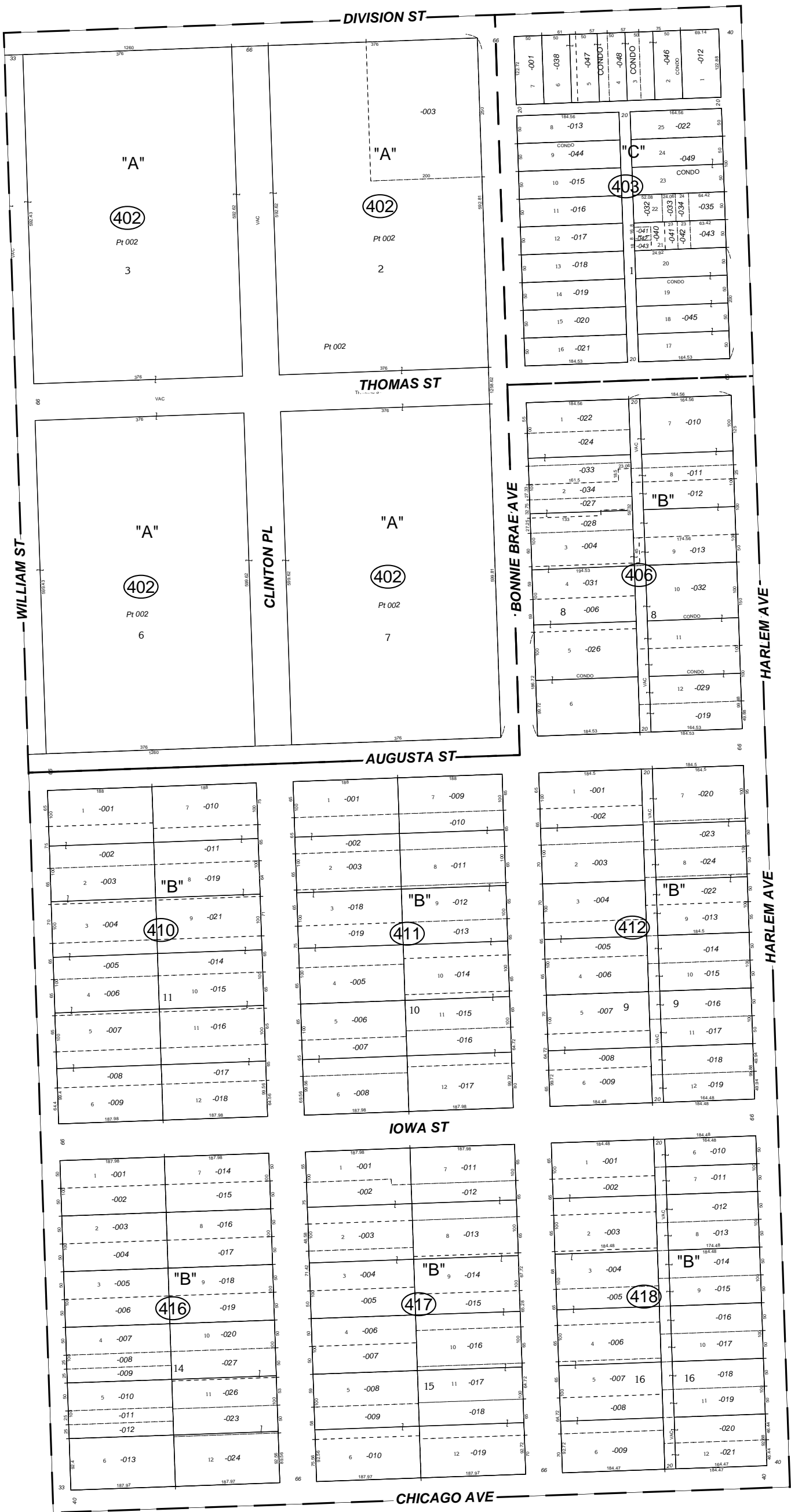
15-01-406-032-1015	1020 N. Harlem, Unit C-3 River Forest, IL 60305	Joyce Washington 1020 N. Harlem, Unit C-3 River Forest, IL 60305 Guilbert Golz
15-01-406-032-1016	1020 N. Harlem, Unit 3D River Forest, IL 60305	1020 N. Harlem, Unit 3D River Forest, IL 60305 Eileen Mullin
15-01-406-032-1017	1020 N. Harlem, Unit 3E River Forest, IL 60305	1020 N. Harlem, Unit 3E River Forest, IL 60305 Leo Smiley
15-01-406-032-1018	1020 N. Harlem, Unit 3F River Forest, IL 60305	1020 N. Harlem, Unit 3F River Forest, IL 60305 Barbara Letscher
15-01-406-032-1019	1020 N. Harlem, Unit 4A River Forest, IL 60305	1020 N. Harlem, Unit 4A River Forest, IL 60305 Angelo Ruggiero
15-01-406-032-1020	1020 N. Harlem, Unit 4B River Forest, IL 60305	1020 N. Harlem, Unit 4B River Forest, IL 60305 Sandra Waitr
15-01-406-032-1021	1020 N. Harlem, Unit 4C River Forest, IL 60305	1020 N. Harlem, Unit 4C River Forest, IL 60305 Ronald Marich
15-01-406-032-1022	1020 N. Harlem, Unit 4D River Forest, IL 60305	1020 N. Harlem, Unit 4D River Forest, IL 60305 James Elsener
15-01-406-032-1023	1020 N. Harlem, Unit 4E River Forest, IL 60305	1020 N. Harlem, Unit 4E River Forest, IL 60305 Martin Siegel
15-01-406-032-1024	1020 N. Harlem, Unit 4F River Forest, IL 60305	1020 N. Harlem, Unit 4F River Forest, IL 60305 Emlee Hillard-Smith
15-01-406-032-1025	1020 N. Harlem, Unit 5A River Forest, IL 60305	1020 N. Harlem, Unit 5A River Forest, IL 60305 Gary Gagliano
15-01-406-032-1026	1020 N. Harlem, Unit B-5 River Forest, IL 60305	1020 N. Harlem, Unit B-5 River Forest, IL 60305 Thomas McDonnel
15-01-406-032-1027	1020 N. Harlem, Unit 5C River Forest, IL 60305	1020 N. Harlem, Unit 5C River Forest, IL 60305 Gary Gagliano
15-01-406-032-1028	1020 N. Harlem, Unit D-5 River Forest, IL 60305	1020 N. Harlem, Unit D5 River Forest, IL 60305 Bettina Ruffolo
15-01-406-032-1029	1020 N. Harlem, Unit 5-E River Forest, IL 60305	1020 N. Harlem, Unit 5-E River Forest, IL 60305

15-01-406-032-1030	1020 N. Harlem, Unit 5-F River Forest, IL 60305	Karl Reko 1020 N. Harlem, Unit 5F River Forest, IL 60305 Judith Wolf
15-01-406-029-1001	1010 N. Harlem, Unit 201 River Forest, IL 60305	1010 N. Harlem, Unit 201 River Forest, IL 60305 Lori O'Connor
15-01-406-029-1002	1010 N. Harlem, Unit 202 River Forest, IL 60305	1010 N. Harlem, Unit 202 River Forest, IL 60305 Elaine Scheier
15-01-406-029-1003	1010 N. Harlem, Unit 203 River Forest, IL 60305	1010 N. Harlem, Unit 203 River Forest, IL 60305 Thomas Lint
15-01-406-029-1004	1010 N. Harlem, Unit 204 River Forest, IL 60305	1010 N. Harlem, Unit 204 River Forest, IL 60305 Nancy Good
15-01-406-029-1005	1010 N. Harlem, Unit 205 River Forest, IL 60305	1010 N. Harlem, Unit 205 River Forest, IL 60305 Mark Martin
15-01-406-029-1006	1010 N. Harlem, Unit 301 River Forest, IL 60305	1010 N. Harlem, Unit 301 River Forest, IL 60305 Luis Reyes
15-01-406-029-1007	1010 N. Harlem, Unit 302 River Forest, IL 60305	1010 N. Harlem, Unit River Forest, IL 60305 Evelyn Mensah
15-01-406-029-1008	1010 N. Harlem, Unit 303 River Forest, IL 60305	1010 N. Harlem, Unit River Forest, IL 60305 David Adams
15-01-406-029-1009	1010 N. Harlem, Unit 304 River Forest, IL 60305	1010 N. Harlem, Unit 304 River Forest, IL 60305 Jaime Sanchez
15-01-406-029-1010	1010 N. Harlem, Unit 305 River Forest, IL 60305	1010 N. Harlem, Unit 305 River Forest, IL 60305 Margaret Kraft
15-01-406-029-1011	1010 N. Harlem, Unit 401 River Forest, IL 60305	1010 N. Harlem, Unit 401 River Forest, IL 60305 Diane Colletti
15-01-406-029-1012	1010 N. Harlem, Unit 402 River Forest, IL 60305	1010 N. Harlem, Unit 402 River Forest, IL 60305 Nita Lecrone
15-01-406-029-1013	1010 N. Harlem, Unit 403 River Forest, IL 60305	1010 N. Harlem, Unit 403 River Forest, IL 60305 Kathleen Polk
15-01-406-029-1014	1010 N. Harlem, Unit 404 River Forest, IL 60305	1010 N. Harlem, Unit 404 River Forest, IL 60305

15-01-406-029-1015	1010 N. Harlem, Unit 405 River Forest, IL 60305	Mary Bowman 1010 N. Harlem, Unit 405 River Forest, IL 60305
15-01-406-029-1016	1010 N. Harlem, Unit 501 River Forest, IL 60305	Antoinette Bruno 1010 N. Harlem, Unit 501 River Forest, IL 60305
15-01-406-029-1017	1010 N. Harlem, Unit 502 River Forest, IL 60305	John Muldoon 1010 N. Harlem, Unit 502 River Forest, IL 60305
15-01-406-029-1018	1010 N. Harlem, Unit 503 River Forest, IL 60305	Enrique Ibarra 1010 N. Harlem, Unit 503 River Forest, IL 60305
15-01-406-029-1019	1010 N. Harlem, Unit 504 River Forest, IL 60305	John Roach 1010 N. Harlem, Unit 504 River Forest, IL 60305
15-01-406-029-1020	1010 N. Harlem, Unit 505 River Forest, IL 60305	Mary Halpin 1010 N. Harlem, Unit 505 River Forest, IL 60305
15-01-406-019-0000	1002 N. Harlem Ave. River Forest, IL 60305	Douglas Winchell 1002 N. Harlem Ave. River Forest, IL 60305

E ½ SE ¼ SEC 1-39-12  
RIVER FOREST

39-12-1H  
15-1



"A"  
BOGUE'S ADD. TO OAK PARK, a sub. of the S.E.1/4 of Sec. 1-39-12. Rec. Sep 12, 1890 Doc. 1334847.

"B"  
SUB. of Blks. 1, 8 through 11, and 14 through 16 in Bogue's Add. to Oak Park (see "A"). Rec. Jan 9, 1917 Doc. 6026883.

"C"  
GREY & BRAESE'S RESUB. of Blk. 1 in Sub. of Blks. 1, 8 through 11, and 14 through 16 (see "B"). Rec. Jan 16, 1924 Doc. 8253191.

CONDOMINIUM: 15-01-403-044  
BONNIE BRAE CONDOMINIUM  
Rec. 12/14/1978 Doc. 24974889

Unit	Unit	Unit	Unit
1N = 1001	2S = 1004	G-1 = 1007	G-4 = 1010
1S = 1002	3N = 1005	G-2 = 1008	G-5 = 1011
2N = 1003	3S = 1006	G-3 = 1009	

CONDOMINIUM: 15-01-403-045  
RIVER FOREST - ARLINGTON HOUSE  
Rec. 5/30/1979 Doc. 24979552

Unit	Unit	Unit
1100G = 1001	1104-3 = 1011	11112-G = 1021
1100-1 = 1002	1106-1 = 1012	1112-1 = 1022
1100-2 = 1003	1106-2 = 1013	1112-2 = 1023
1100-3 = 1004	1106-3 = 1014	1112-3 = 1024
1102-G = 1005	1108-1 = 1015	1114-G = 1025
1102-1 = 1006	1108-2 = 1016	1114-1 = 1026
1102-2 = 1007	1108-3 = 1017	1114-2 = 1027
1102-3 = 1008	1110-1 = 1018	1114-3 = 1028
1104-1 = 1009	1110-2 = 1019	
1104-2 = 1010	1110-3 = 1020	

CONDOMINIUM: 15-01-403-046  
THE PRIORY CONDOMINIUM  
Rec. 9/27/1995 Doc. 95655770

Unit	Unit	Unit	Unit
A1 = 1001	B3 = 1006	D2 = 1011	P5 = 1016
A2 = 1002	C1 = 1007	P1 = 1012	P6 = 1017
A3 = 1003	C2 = 1008	P2 = 1013	P7 = 1018
B1 = 1004	C3 = 1009	P3 = 1014	
B2 = 1005	D1 = 1010	P4 = 1015	

CONDOMINIUM: 15-01-403-047  
PRIORY POINTE CONDOMINIUM  
Rec. 7/16/1999 Doc. 99682170

Unit	Unit	Unit	Unit
1 = 1001	5 = 1005	9 = 1009	G-3 = 1013
2 = 1002	6 = 1006	10 = 1010	G-4 = 1014
3 = 1003	7 = 1007	G-1 = 1011	G-5 = 1015
4 = 1004	8 = 1008	G-2 = 1012	

CONDOMINIUM: 15-01-403-048  
Alexandrian Condominium  
Rec. 6/26/2001 Doc. 0010561202

Unit	Unit	Unit	Unit
1 = 1001	4 = 1004	7 = 1007	
2 = 1002	5 = 1005	8 = 1008	
3 = 1003	6 = 1006	9 = 1009	

CONDOMINIUM: 15-01-403-049  
DOMINICAN MANOR CONDO  
Rec. 12/6/2004 Doc. 0434119070

Unit	Unit	Unit
1124-A = 1001	1126-B = 1005	1128-C = 1009
1124-B = 1002	1126-C = 1006	1130-A = 1010
1124-C = 1003	1128-A = 1007	1130-B = 1011
1126-A = 1004	1128-B = 1008	1130-C = 1012

CONDOMINIUM: 15-01-406-026  
VALENCIA CONDOMINIUM  
Rec. 10/20/1969 Doc. 20989604

Unit	Unit	Unit	Unit
1-B = 1001	2-C = 1010	3-E = 1019	4-G = 1028
1-C = 1002	2-D = 1011	3-F = 1020	5-A = 1029
1-D = 1003	2-E = 1012	3-G = 1021	5-B = 1030
1-E = 1004	2-F = 1013	4-A = 1022	5-C = 1031
1-F = 1005	2-G = 1014	4-B = 1023	5-D = 1032
1-H = 1006	3-A = 1015	4-C = 1024	5-E = 1033
1-I = 1007	3-B = 1016	4-D = 1025	5-F = 1034
2-A = 1008	3-C = 1017	4-E = 1026	5-G = 1035
2-B = 1009	3-D = 1018	4-F = 1027	

CONDOMINIUM: 15-01-406-029  
1010 N. HARLEM AVE. CONDOMINIUM  
Rec. 5/16/1973 Doc. 22327584

Unit	Unit	Unit	Unit
201 = 1001	301 = 1006	401 = 1011	501 = 1016
202 = 1002	302 = 1007	402 = 1012	502 = 1017
203 = 1003	303 = 1008	403 = 1013	503 = 1018
204 = 1004	304 = 1009	404 = 1014	504 = 1019
205 = 1005	305 = 1010	405 = 1015	505 = 1020

CONDOMINIUM: 15-01-406-032  
LANDERS HOUSE CONDOMINIUM  
Rec. 10/31/1980 Doc. 25646856

Unit	Unit	Unit	Unit
A-1 = 1001	D-1 = 1004	A-2 = 1007	D-2 = 1010
B-1 = 1002	E-1 = 1005	B-2 = 1008	E-2 = 1011
C-1 = 1003	F-1 = 1006	C-2 = 1009	F-2 = 1012

39-12-1H  
15-1\_F1

CONDOMINIUM: 15-01-406-032  
LANDERS HOUSE CONDOMINIUM  
Rec. 10/31/1980      Doc. 25646856  
Continued

Unit	Unit	Unit	Unit
A-3 = 1013	F-3 = 1018	E-4 = 1023	D-5 = 1028
B-3 = 1014	A-4 = 1019	F-4 = 1024	E-5 = 1029
C-3 = 1015	B-4 = 1020	A-5 = 1025	F-5 = 1030
D-3 = 1016	C-4 = 1021	B-5 = 1026	
E-3 = 1017	D-4 = 1022	C-5 = 1027	

**TAB 12**

**CODE VARIANCES**



January 24, 2018

**Proposed Bonnie Brae Pl. and Thomas Ave. Development**  
**Summary of Development Requirements and Requested Variations**

(Items that require variations are in **BOLD**)

**Zoning District R-4**

**1101-07 Bonnie Brae**

<u>Description</u>	<u>Required</u>	<u>Provided</u>	<u>Comments</u>
Lot Size (square feet)	More than 26,136	<b>18,454</b>	
Lot Coverage	Less than 70%	<b>75%</b>	
Front Setback	20'	<b>12'</b>	Building structure setback is 20'. Canopy and exhaust wells encroachment only.
Side (North)	3'	<b>1'-4"</b>	Canopy only. Building is setback 3'-8"
Side (South)	25'	<b>5'-2"</b>	Building structure setback is 6'-4". Additional encroachment is for architectural elements above the 1 <sup>st</sup> floor and for decorative pilasters.
Rear	27"-8'	<b>10'</b>	
Building Height	45'	<b>50'-0"</b>	
FAR (gross building are 38,190 (sf)	1.5	<b>2.0</b>	
Rear Yard Area (square feet)	2,768 (15%)	<b>1,000 (5.4%)</b>	
Parking (per Dwelling Unit)	2	2.5	46 parking space provided.
Guest Parking	4	4	
Loading Space	1	1	

**1111 Bonnie Brae**

<u>Description</u>	<u>Required</u>	<u>Provided</u>	<u>Comments</u>
Lot Size (square feet)	More than 26,136	<b>9,227</b>	Existing Building
Lot Coverage	Less than 70%	34%	
Front Setback	20'	51"	
Side (North)	3'	3'	
Side (South)	3'	12'	
Rear	27"-8'	50'	
Building Height	45'	35'	

FAR	1.5	0.94	
Rear Yard Area (square feet)	2,768 (15%)	2,550 (28%)	
Parking (per Dwelling Unit)	2.5	2.5	Includes 2 compact car stalls and 2 spaces at 1101 Bonnie Brae Garage
Guest Parking	1	1	At 1101 Bonnie Brae garage