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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE FOREST AVENUE TOWNHOMES

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FOREST AVENUE TOWNHOMES

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Legal Description

EXHIBIT "B"

Legal Description for Common Areas

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By-Laws

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE FOREST AVENUE TOWNHOMES

THIS DECLARATION is made and entered into this 4th day of March, 2001 by **WESTERN SPRINGS NATIONAL BANK & TRUST**, not individually, but as Trustee under Trust Agreement dated August 3, 1998 and known as Trust No. 3659, an Illinois corporation (hereinafter for convenience referred to as "Declarant")

W I T N E S S E T H

WHEREAS, Declarant is the title holder of that certain real property situated in the Village of Brookfield, County of Cook, State of Illinois, being commonly known as The Forest Avenue Townhomes on Forest Avenue and legally described in Exhibit "A" appended hereto and made a part hereof (hereinafter referred to as "Property"); and

WHEREAS, the Property will consist of one (1) building with ten (10) townhome lots to be conveyed to individuals who will be purchasing residential single family attached homes to be constructed thereon; and

WHEREAS, the Property also consists of landscaped areas, sidewalks, courtyards, fencing, parking areas, landscape islands, outside lighting, address signage and monument or entryway signage (hereinafter referred to as the "Common Property"); and

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WHEREAS, Declarant intends to grant certain easements on the property to an Illinois not-for-profit corporation known as the **FOREST AVENUE TOWNHOME OWNERS ASSOCIATION** (hereinafter referred to as the "Association"); and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities of the subject development to create the Association for the purpose of maintaining the Property, Common Property and any improvements thereon, for administering and enforcing the covenants, conditions and restrictions and for collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant intends to subject the Property to the covenants, conditions and restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Association and its Members (as hereinafter defined);

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with, the property submitted thereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described properties or any part thereof, their heirs, beneficiaries, legatees, executors, administrators, successors and assigns.

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ARTICLE I

Definitions

1. "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. Declarant shall, as long as it owns Lots, be an Owner.

2. "Association" shall mean and refer to the Forest Avenue Townhome Owners Association, a not-for-profit corporation under the General Not-for-Profit Corporation Act of the State of Illinois, its successors and assigns, which is hereby established by this Declaration. Said corporation shall be the governing body for all of the Owners with respect to the administration, maintenance, repair and replacement of the portions of the Property and Common Property as provided by this Declaration and the By-Laws; and said corporation shall be the legal representative for all matters and claims relating directly or indirectly to the Common Property or matters of common interest for the Property to all Owners. A copy of the initial By-Laws of the Association is attached hereto and made a part hereof as Exhibit "C" and by reference incorporated herein as if fully set forth.

Each Owner shall automatically become and be a Member (as hereinafter defined) of the Association so long as he or she continues as an Owner. Upon the termination of the interest of an Owner, his or her membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding him or her in interest.

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3. "Property" shall mean and refer to the real estate legally described in Exhibit "A" appended hereto and made a part hereof.

4. "Common Property" or "Common Area" shall mean all real property and improvements, whether now constructed or to be constructed thereon, being all the Property except the Lots, including, but not limited to, all landscaped areas, sidewalks, courtyards, fencing, parking areas, landscaping islands, outside lighting and address signage and monument or entryway signage, the legal title to all of which is owned or maintained or hereafter owned and maintained by the Association and intended for the use and benefit of the Owners. A legal description of the Common Area is set forth in Exhibit "B" appended hereto and made a part hereof.

5. "Lot" shall mean and refer to a planned townhome lot shown and designated as such upon any recorded subdivision plat of the Property, and upon which lot, one (1) individual townhome is constructed or to be constructed, or any unplatted Lot designated for a single townhome by Declarant.

6. "Declarant" or "Developer" shall mean and refer to Westerns Springs National Bank & Trust, not individually, but as Trustee under Trust Agreement dated August 3, 1998 and known as Trust No. 3659, as Declarant and the Prairie Investment Group, L.L.C., an Illinois limited liability company as Developer, their successors and assigns who are designated as such in writing by Developer and who consent in writing to assume the duties and obligations connected therewith. For purposes of this Declaration, the terms Declarant and Developer shall be considered interchangeable as to the rights and obligations contained herein.

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Said terms shall also mean and refer to any party entitled to exercise the rights of Declarant or Developer pursuant to the provisions of Section 12 of Article XII of this Declaration.

7. "Declaration" shall mean the within instrument, together with those exhibits which are appended hereto and made a part hereof, and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof. The within Declaration may be referred to in any other document as Declaration of Covenants, Conditions and Restrictions for the Forest Avenue Townhomes.

8. "Occupant" shall mean and refer to any person or persons, other than the in lawful possession of a Lot.

9. "Member" shall mean and refer to any person or entity who holds membership in the Association, being the record Owner of a fee or undivided interest in any Lot, including contract Sellers.

10. "Village" shall mean and refer to the Village of Brookfield, Illinois and it's authorized agents and representatives.

11. "Yard Areas" shall mean and refer to the rear and front yard areas of each Lot, whether enclosed or not.

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ARTICLE II

Easements

1. **Owner's Easements of Access.** Every Owner shall have a right and easement of access to and from his Lot to the courtyard and any parking areas which adjoin his or her Lot for ingress and egress to, over and across other Owner's Lots thereto and such easement shall be perpetual and appurtenant to and shall pass with the title to every Lot. Certain easements of said type and for said purposes may be delineated on the plat of subdivision as "Ingress and Egress Easements", however said easements are not to be construed as the only easements of this type.

2. **Easement Over Common Areas.** Every Owner shall have a right and easement of access in and to the Common Areas (including the courtyard and any parking areas) and a right and easement for ingress and egress to, over, across and from said areas and such easement shall be perpetual and appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to establish and publish rules and regulations governing the use and enjoyment of the Common Areas and/or other facilities affecting the welfare of Association Members;

b. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded agreeing to such dedication or transfer.

c. The Association and its authorized agents and assigns, the Developer, its authorized agents and assigns, as long as

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the Developer owns any Lots, the duly designated officials and employees of the Village of Brookfield, and other governmental bodies having jurisdiction over the Property and all public utility companies, shall have an easement to enter upon, on and over the Property for the purposes of maintaining any and all utility systems, including underground sewer, water and storm water management facilities, and enforcing the applicable health ordinances, rules and regulations of the Village of Brookfield and governmental bodies and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by either an Owner or the Association. The Village of Brookfield shall have the right, in furtherance of its enforcement of its claim for reimbursement in correcting or eliminating said nuisances or violations, to record a lien against the Property, effective upon the date of its recordation.

3. **Easement Over Prairie Avenue Residences for Certain Facilities.** All Owners and their Occupants including their guests and invitees, and the Association, are granted an easement in perpetuity to use the laundry room, health-workout room and meeting room and facilities contained therein located in the basement of the Prairie Avenue Residences Condominiums located adjacent to the Property, subject to the rules and regulations of the Prairie Avenue Residences Condominium Association. Said Prairie Avenue Residences Condominium Association shall receive a monthly fee of \$25.00 for the first year with an increase of no more than 3.5% per year after from the Forest Avenue Townhomes Association, which shall be a Common Expense as hereinafter defined, for each unit Owner that elects to use the aforesaid facility. Each unit Owner opting to use such easement will be obligated to pay the additional aforesaid charge to the Forest Avenue Townhome Owners Association. The Forest Avenue Townhome Owners Association will then remit payment to the Prairie Avenue Residences Condominium Association. Each Forest Avenue Townhome Owner will have the right, but not the obligation, to choose whether to accept or deny this easement at the time of closing of

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the Owners unit. If a Forest Avenue Townhome Owner wishes not to participate in this easement, Prairie Avenue Residences Condominium Association must draft a letter of self-refusal for the Forest Avenue Townhome Association member thereby relinquishing the rights of use for that Forest Avenue Townhome Owner. The Forest Avenue Townhome Owner will then not be responsible for the additional monies for the use of the Prairie Avenue Residences common areas. Those who choose to accept the easement will be responsible for the monthly fee aforesaid.

4. **Delegation of Use.** Any Owner may delegate his or her right of the use to the Common Areas to the members of his or her family or contract purchasers who reside on his or her property, and their respective guests and invitees.

5. **Title to the Common Property.** The Declarant hereby covenants, for itself, its successors and assigns, that it will convey to the Association and only the Association fee simple title to the Common Property (by deed and bill of sale) subject to covenants, conditions and restrictions of record, public zoning laws, current real estate taxes, if any, which shall be prorated among the parties, utility easements granted or to be granted for sewer, water, gas, electricity or telephone and any other necessary utilities. Said fee simple title to the Common Property shall be free of all encumbrances and liens other than those aforescribed. Title to the Common Property shall be conveyed to the Association no later than sixty (60) days after the date all of the Lots are sold and conveyed by Declarant to purchasers. Subsequent to said conveyance, the Association shall pay any and all real estate taxes on the Common Property when due, by the treasurer of the Association, from the assessments from each Lot Owner. In the event of the dissolution, termination, or cessation

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of the operations of the Association, ownership of the Common Property shall revert to an undivided equal interest in each Lot Owner of Said Lots created in the Property by the final plat of subdivision.

The Declarant shall maintain from assessments collected at the closings of the Lots, and to the extent additional funds are needed, without utilizing any reserves of the Association, at its expense, the Common Property until said time title to said Common Property is conveyed to the Association.

ARTICLE III

Party Wall Provisions

1. **Party Walls.** All dividing walls which are placed on the boundary line between Lots (as that term is hereinabove defined) and walls which serve two (2) or more Lots shall at all times be considered party walls. The cost of reasonable maintenance, repair or replacement of said party walls shall be borne equally by the Owners of the Lots served thereby, and easements for the benefit of such uses among the Owners are hereby granted therefor. The general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. **Damage or Destruction to Party Walls.** If a party wall is destroyed or damaged by fire or other casualty, any Owners who have used the wall shall restore it and contribute to the cost or restoration in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution

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from the others under any rule of law regarding liability for negligent or willful acts or omissions.

3. **Liability Due to Negligence.** Notwithstanding any other provision of this Declaration, an Owner who by his or her negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

4. **Maintenance of Lots.** The Association shall be responsible for the maintenance, repair or replacement of that portion of the common roof, exterior of the structure, gutter and downspout water drainage system as is located, installed upon or attached to each Lot.

5. **Right of Contribution.** The right of any Owner to contribution from any other Owner under any of the sections as hereinabove set forth shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. **Common Use.** Any and all facilities of any kind presently existing or hereafter installed, designed for the common use of any two (2) or more Lots, shall be perpetually used in common by the Owners or Occupants thereof.

7. **Party Wall Easement Rights.** The Owners hereby grant to each other, their grantees and their respective heirs, successors, personal representatives or assigns all easements contained in the sections as hereinabove set forth, including, but not limited to, easements for party walls, support and maintenance, along with the restrictions, covenants, burdens, uses and privileges attendant with said easements.

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ARTICLE IV

Membership

1. Membership in The Association. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one (1) or more Lots. Voting rights with regard to each Member are set forth in Article III of the By-Laws to the Declaration (Exhibit "C").

ARTICLE V

Voting Rights and Board of Directors

1. Classes of Membership. The Association shall have two (2) classes of voting membership:

a. Class A. Class A Members shall be all Owners with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they,

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among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

b. **Class B.** The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned; provided, however, that the Declarant shall be entitled to only one (1) vote per Lot upon the happening of the following events, whichever occurs earliest:

(i) when seventy-five percent (75%) of the Lots have been sold and conveyed by the Declarant to purchasers; or

(ii) upon written notice of election by Declarant sent to the Association as of the date specified in said Notice.

2. **Association Membership Mandatory.** The provisions of this Paragraph shall be mandatory. No Owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his or her shareholding or membership in the Association, or any of his or her obligations as such shareholder or Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such Owner shall be of any force or effect for any purpose.

3. **Board of Directors.** The Association shall have a Board of not less than three (3) Directors who shall be elected by the shareholders or Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies on the Board occurring between regularly scheduled meetings of the Members or shareholders may be filled by the remaining Board of Directors and that as long as Declarant owns any Lots, it shall choose one (1) of the three (3) Directors. The Association shall have such officers as shall be appropriate from time to time who shall be elected by the Board who shall manage and conduct the affairs of the Association under

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the direction of the Board. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board from time to time and its officers under the direction of the Board and shall not be subject to any requirement of approval on the part of its shareholders or Members. The corporate charter and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and Directors as shall be permissible by law.

4. **Dividends and Assessment Reduction.** The Association, being a not-for-profit corporation, shall not distribute to its shareholders or Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

5. **Function and Duties of Association.** Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association

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itself shall also have power to perform its functions and carry out its duties.

6. **Rules and Regulations.** The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Lots, Common Property and the use thereof.

7. **Books and Records of Association.** The books and records to be kept by the Board shall be available for inspection by any Owner or any holder of a first mortgage lien on a Lot upon written request and at least five (5) days written notice at such reasonable time or times during the normal business hours as may be requested by the Owner or by the holder of said first mortgage lien.

ARTICLE VI

Maintenance

1. **General Maintenance of the Property.** The Association shall determine and carry out or cause to be performed all maintenance, improvements and repair of the exterior of townhomes on the Lots, including roofs, gutters, downspouts, and siding and painting of exterior portions only of all doors, including garage doors, painting of exterior portions only of all windows, washing of exterior windows (at least two times per annum at the option of the Association), maintenance and repair of any outside coach lights and entry lights, common mailboxes, any ornamental post lights, address signage and monument or entryway signage, private sidewalks, all landscaping on the Lots (but excluding any landscaping located in the Yard Areas on the Lots which are fenced in), and all maintenance and any landscaping of all the Common

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Properties (as hereinabove defined) including any landscape islands and snow plowing of all driveways and courts, located in the Property. A perpetual easement for said general maintenance, as hereinabove set forth in Article II, Section 2c., is granted for said purposes.

These functions shall be known as Common Expenses as hereinafter defined in Article VII. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his or her family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Lot is subject. The cost of such maintenance shall become a lien upon the Lot and be added to and become part of the assessment to which such Lot is subject in the same manner of all assessments due the Association as provided hereinafter in Article VII.

2. **Interior Improvements.** Each Owner shall have the obligation to maintain in good condition and repair the interior of his or her home and patio on his or her Lot, and his or her portion of any party wall located within his or her Lot, except for damage to said party wall occasioned by the act or omission of the Owner of the adjacent Lot, which damage shall be repaired by said Owner. Each Owner shall be responsible for the cost of the repair and replacement of all window, door glass and sliding glass doors and all windows and doors on his or her townhome Lot, including the garage door. If the damage to said structures occurs as a result of some cause from the outside of his or her townhome Lot, such as vandalism or an accident, the Association shall be responsible for the repair and replacement of said structures. If damage to any part of the exterior of a townhome is caused by natural causes or causes of an undetermined origin, the Owner and

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the Association shall equally share the cost of any repair or replacement thereof. Upon the failure of any Owner to maintain his or her Lot in a manner satisfactory to the Association, the Association, through its agents and employees, is hereby granted the right to enter upon the Lot and make such reasonable repairs, maintenance, rehabilitation or restoration of the Premises as may be necessary, and the costs thereof shall become a lien upon the Lot in the same manner provided hereinafter in Article VII hereof for nonpayment of maintenance assessments.

3. **Landscaping.** The Association shall provide for the mowing of all grass and the maintenance of all plantings on the Lots and the Common Areas as a Common Expense, except for any grass and plantings in the Yard Areas which are fenced in which shall be the Owner's responsibility. In the event the Owner installs his or her own foundation planting or any other planting within his or her Lot outside of the Yard Areas, the Association shall have the right to assess each Owner for any additional cost in providing for the maintenance of such planting. The Association shall have no responsibility to maintain or perform any landscaping in any rear yards whether they are fenced in or not.

4. **Snow Removal, Roof Maintenance and Exterior Improvements.** Anything to the contrary herein notwithstanding, the Association shall provide for the removal of snow from the walks and driveways that are constructed on the Lots and shall further maintain the exterior (including exterior window washing at the option of the Association), roofs, gutters and downspouts of all townhomes, driveways and walkways. Easements are hereby created for the benefit of the Association over, upon and along each Lot for such purposes, to be a Common Expense.

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5. Maintenance of the Common Property. The Association shall maintain and keep in repair the Common Property and any improvements thereon. Without limitation, this shall include all landscaping and repair, maintenance and replacement of address and monument or entryway signage and maintenance, repair and replacement of private sidewalks and ornamental lighting, all courts and any fences on the Common Property, all according to approved engineering standards as they apply to any of the above. All water used by the Declarant, Association or Unit Owners for landscaping and maintenance of the Common Property shall be deemed a Common Expense. The Declarant reserves for itself, the Association and their designees, their successors and assigns, the right to attach hoses and other water sprinkling devices to, and obtain water from, each townhome Lot on its front exterior, to furnish water for said purposes. If said water faucets are "metered" to a particular Lot Owner, he or she shall be promptly reimbursed by the Association as to said costs incurred. The method of implementation and amount of said reimbursement shall be decided by the Board of Directors based on estimated water use at current water rates and owners of the Lots whose water is being used will be notified at the beginning of each landscaping season of the intended use or emergency use of their water. This grant is perpetual and cannot be terminated without the consent of the Board and, so long as Declarant owns Lots in the Property, without the consent of the Declarant.

The Association shall also provide for snow removal on any driveways or parking courts that are within the Property. All contractors retained by the Association to perform snowplowing shall provide certificates of insurance for liability insurance purposes in accordance with any Village or other governmental ordinances.

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The Association shall perform all of said maintenance on the Common Property as a Common Expense. The Association or Owners shall also not conduct any activities, which would adversely affect the functioning of the Common Property as such. In the event the Owners or Association shall not maintain the Common Property in good physical appearance or in a good state of repair in compliance with all applicable ordinances and codes of the Village of Brookfield, the Village shall notify the Association by mail of the remedial work to be done. If the Association or the Owners shall not have accomplished the remedial work within sixty (60) days of the date of mailing then the Village shall have the right, but not the duty, to go onto the Common Property and perform the necessary remedial work relative to appearance, maintenance and repair of said Common Property, charging the Association the cost of remedial work done by it. If the Association shall fail to pay the cost, the Village shall have the right to record a lien against the Lots and shall be entitled to interest from the date of recording of the lien at the maximum rate of interest per annum allowable by law on the balance remaining from time-to-time unpaid. The failure of the Village to notify the Association or perform the remedial work as hereinabove provided shall not be deemed a waiver of its right to perform such remedial work pursuant to notice at other times nor as to such other rights the Village may have hereunder.

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ARTICLE VII

Covenants for Maintenance Assessments

1. Creation of the Lien and Personal Obligation for

Assessments. Each Owner of a Lot (except as otherwise specifically provided by the provisions of Article VII, Paragraph 7 hereof), by acceptance of a deed therefor or otherwise, whether or not it shall be so expressed in any such deed, document or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association for each Lot owned (or to a management company or other collection agency designated by the Association):

a. Monthly assessments or charges to be paid monthly due on the first (1st) day of January of each year and every month thereafter or on such other basis as the Board of Directors of the Association shall determine; and

b. Special assessments for any purpose, including for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The assessments thus collected by the Association shall constitute the maintenance fund of the Association. The first month's assessments for all Lot Owners shall be collected for the month of the closing of the Lot or a prorated portion of said month by Declarant for the benefit of the Association based on the remaining number of months (or part thereof) in said year. The Declarant may also collect assessments for reserve funding at the closing of the Lots. Thereafter, assessments shall be due on the first day of the month following. Assessments collected by Declarant at closing shall be held by the Declarant and used for

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the benefit of the Association until Declarant relinquishes control of the Association as hereinabove set forth in Article V, Paragraph One. The annual and special assessments, together with such interest thereon and costs of collection thereof, including, but not limited to, reasonable attorneys' fees, as hereinafter provided, as well as any deficit in the budget of the Association which is not cured by Declarant, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, including, but not limited to, reasonable attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due.

2. **Purpose of Assessments**. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Property, and in particular, for the improvement and maintenance of the Property, including the Common Property, including the payment of real estate taxes thereon, services and facilities devoted to this purpose and related to the use and enjoyment of the townhomes situated upon the Property and expenses for the use of the laundry room, health-workout room and meeting room, (and facilities contained therein) located in the basement of the Prairie Avenue Residences Condominiums. Said expenses hereinabove referred to shall be known as Common Expenses. The assessments levied by the Association shall be used to pay Common Expenses. Such uses shall include, but are not limited to, the cost of the maintenance of the Lots and Common Property as hereinabove set forth in Article VI as may from time to time be authorized by the Board, and other charges required by this Declaration of Covenants, Conditions,

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Restrictions and Easements or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair and maintenance. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any service, the expense of which is charged to the maintenance fund. The Board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in this Paragraph as hereinafter set forth in Section 3.

3. **Computation of Assessments.** Payments of assessments shall be in such amounts and at such times as provided below:

a. On or before November 1st and on or before each November 1st thereafter, the Board of Directors shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies relating to maintenance of the Property, including the Common Property, and such other items as provided for herein and in the By-Laws of the Association which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for a reserve for contingencies and replacements, and shall, on or before December 1st of each year, notify each Owner in writing as to the amount of such estimate with reasonable itemization thereof. All obligations of the Owners hereunder, including, but not limited to, the Common Expenses for assessments, special assessments or other levies by the Association pursuant to this Declaration or the By-Laws of the Association shall be determined at a uniform rate by multiplying the amount of such assessment, special assessment or levy by a fraction, the numerator of which is the number of Lots owned by the Owner and the denominator of which is the number of Lots subjected from time to time to the terms and conditions of this Declaration, subject, however, to the provisions of Article VII, Paragraph 7 hereof. On or before January 1st of the ensuing year, each Owner shall be obligated to pay to the Board of Directors, or as it may direct, one twelfth of the annual assessment made pursuant to

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this Paragraph, and a like amount every month thereafter until the annual assessment changes. On or before the date of the annual meeting of each calendar year, the Board of Directors shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or under the actual expenditures, plus reserves.

b. If said estimated cash requirement proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board of Directors shall be authorized to issue a supplemental budget or budgets and shall adjust the assessments accordingly. The Board of Directors shall serve notice of such further or additional assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further or additional assessment shall become due thirty (30) days after the delivery or mailing of such notice. Any increase in the annual assessment in excess of fifteen percent (15%) of the approved assessment must be approved by two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose.

c. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, replacement of a capital improvement upon the Common Property, including any fixtures and personal property related thereto; provided, that any such assessments in any assessment year shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for the purpose. Any such assessment shall be levied equally per Lot against each Owner.

d. The Board of Directors shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditures not included in the estimated cash requirements shall be first charged against such reserve in the year of such expenditure. The Developer may voluntarily contribute towards any reserves funds, however, because 1) three (3) months assessments are collected from the Unit Owner by the Association for reserves at the first closing of a Unit, 2) the Property is new

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construction, and 3) included in monthly assessments from Unit Owners is a portion to be applied to reserve funds, there shall be no obligation of Developer to fund any reserves of the Association. If such reserves are depleted or, in the opinion of the Board of Directors, significantly reduced, then any supplemental budget or the next regular estimated cash requirements shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate.

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

f. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property specifying and itemizing the maintenance and repair expenses and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record upon written request and at least five (5) days written notice at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.

g. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Property or abandonment of his or her Lot. Except as otherwise provided elsewhere herein, an Owner shall personally be liable for the annual assessment payable in such year; and the Owner, as of the date of any levy of a special assessment, shall be personally liable for such assessment.

4. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence for all Lots (except as otherwise provided in Paragraph 7 as hereinafter

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set forth) on the first (1st) day following the conveyance of said Lot from the Declarant and the first monthly installment of the annual assessment due from a Lot Owner following the closing of his or her Lot from Declarant shall be due on the 1st day of the following month. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

5. **Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate allowed by law and a late fee of Twenty and no/100 Dollars (\$20.00) each month until said assessment is paid in full, and the Association may proceed in equity to foreclose the assessment lien and/or bring an action at law against the Owners of the Lot and interest costs and reasonable attorneys' fees of any such action(s) shall be added to the amount of such assessment and judgment.

6. **Subordination of the Lien to Mortgage.** The lien of the assessment provided for herein shall be subordinate to the lien of any bona fide first mortgage (or equivalent security interest) on a Lot recorded prior to the date upon which such assessment became due and a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof shall extinguish the lien of all such assessments which become due prior to such sale or transfer. No sale or transfer shall relieve such

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Lot from liability for any assessments thereafter becoming due or from the lien thereof.

7. **Exempt and Partially Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein:

a. All properties dedicated to and accepted by any local public authority or governmental entity, including the Village, and properties granted to or used by a utility company,

b. The Common Property and Common Areas; and

c. Each of the Lots prior to the time that said Lot is conveyed by the Declarant to a purchaser. Once an exemption is created pursuant to this subparagraph c, it shall continue until such time as the Declarant conveys said Lot to a purchaser or to a local public authority, governmental entity, including the County, or utility company as hereinabove provided, at which time the exemption created hereunder shall cease and said Lot shall be subject to all of the terms and conditions of this Declaration. The foregoing to the contrary notwithstanding, Declarant shall pay any deficit in the Association's budget to allow for any shortfall of income to meet expenses.

ARTICLE VIII

Insurance

1. **General Insurance Coverage by The Association.** The Association shall be responsible for maintaining comprehensive and public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers,

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Members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents from liability in connection with the ownership and/or use of the Common Areas including any sidewalks adjoining the Property, and insuring the officers of the Association and Members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one (1) or more insured parties against other insured parties. The Association may also obtain such other kinds of insurance as the Association shall from time to time deem prudent, including a master policy covering the full replacement value of the dwellings on the Lots.

2. **Insurance for Common Property.** The Board of Directors shall have the authority to and shall obtain insurance for any improvements in or upon the Common Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost thereof. The Board of Directors shall also have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem desirable and other liability insurance as it may deem desirable insuring the Association and Board of Directors with respect to the Common Property. The premiums for all insurance purchased pursuant to the provisions of this Paragraph shall be Common Expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy.

3. **Individual Insurance.** Notwithstanding the fact that the Association shall be responsible for exterior maintenance of the improvements on all Lots, each Owner shall maintain in full force at all times insurance covering the improvements on his or her Lot consisting of, or providing all the protections afforded by, the

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insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief to one hundred percent (100%) of the full insurable value thereof with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than Five Hundred and no/100 (\$500.00) Dollars. In the event the improvements, or any portion thereof, shall be damaged or destroyed by fire or other casualty, including any exterior portions thereof, the Owner shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible, to at least as good as condition as existed immediately prior to such damage or destruction and in the same architectural style and design as originally constructed by the Declarant. The Association shall be entitled to the proceeds of any such insurance claim to extent of any monies expended by it for the repair of any improvements on a Lot. The Association shall be named as Additional Insured on all Owner dwelling policies with respect to the exterior portions of the Lot. If, however, the Board shall determine it to be in the best interest of the Association to change the Association coverage to a Master Policy covering full replacement of the dwellings on the Lots, then the Owner shall only be required to carry some form of lesser coverage on the interior and contents of the dwelling; which he or she shall be required to carry in any event.

ARTICLE IX

Interim Procedure

1. Developer to Assume Rights of Owners. Until each of the various Lots shall have been conveyed by the Declarant to the

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first Owner thereof (or to such Owner's nominee), the Developer shall, with respect to each such unsold Lot, have all the rights granted to the Owners.

2. **Developer to Assume Rights of Association.** Until the Association shall have been organized and shall have assumed its duties and powers, the Developer shall have all the rights, powers, duties and obligations herein granted to or imposed upon the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take if the Association had then been formed. Alternatively, until the initial meeting of the Members, the Developer may appoint the Board which shall have the same powers and authority as given to the Board generally.

ARTICLE X

Restrictions Relating to Property

1. **Separate Legal Descriptions.** Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

2. **Change in Structures.** Other than the structures contemplated and intended to be erected or constructed upon the Property described and designated, or identical structures erected in replacement thereof, no exterior structures (with the exception of original fences and decks as hereinafter described), entrances or additions or additional buildings, awnings, coverings or the like shall be built upon any portion of the Property.

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3. **Architectural Design.** All townhome dwelling units shall maintain the same architectural exterior design and color unless all Owners agree in writing to change said exterior design and/or color. All screen doors installed shall be of a uniform color as determined by the Declarant and then the Association after the sale of all the Lots. In such case, they shall petition and obtain approval in writing of the Board of the Association. In addition, the consent of Declarant shall be required as long as Declarant owns any Lot.

4. **Fences and Decks.** Only the Declarant shall have the right to install fences between and along the rear of the Lots, and any decks in the rear of a Lot, except that any Lot Owner shall have the right to install a replacement fence or deck of the same type and color if the original fence or deck installed by Declarant is damaged or destroyed.

5. **Residential Use.** The Lots shall be used only for residential purposes as a private residence, and no professional business or commercial use shall be made of same, or any portion thereof, or shall a resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

6. **Temporary Structures.** Except as hereinafter provided in Paragraph 8 hereof, no structure of a temporary character, including, without limiting the generality thereof, any trailer, storage building, shed, tent, shack, garage, barn or other outbuilding shall be constructed or used as a residence at any time, either temporarily or permanently, anywhere on the Property; including the Common Property.

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7. **Signs**. No advertising signs except those approved by the Board, unsightly objects or nuisances shall be erected, placed or permitted to remain on any Lot.

8. **Developer Activities**. The foregoing covenants of this Article X shall not apply to the activities of Developer. The Developer may maintain, while engaged in constructing and selling activities in or upon such portions of the Property as said Developer determines, such temporary facilities as, in its sole discretion, may be necessary or convenient, including, but without limitation, offices, storage areas, model units, signs and construction trailers, and is hereby granted a general easement for construction and sales purposes throughout the Property.

9. **Animals**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, or the Common Property, except for dogs, cats or other common household pets (not to exceed a total of two (2) pets); provided, that they are not kept, bred or maintained for any commercial purposes.

10. **Rubbish and Debris**. All rubbish, trash or garbage shall be kept so as not to be seen from neighboring Lots and streets and shall be regularly removed from the Property and shall not be allowed to accumulate thereon.

11. **Clothes Drying**. Drying of clothes shall be confined to the interior of the townhomes on the Lots.

12. **Antennas**. Without prior written authorization of the Board, no television or radio antennas of any sort shall be placed, allowed or maintained on the exterior of any Lot, or any portion of the exterior of the improvements located on the

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Property, nor upon any structure situated upon the Property. Satellite dishes of a diameter of 19 inches or less shall be permitted; however, their location shall be solely subject to written approval and authorization of the Board.

13. **Impairment of Easements**. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other properties or their owners.

14. **Nuisance, Unpermitted Activities**. No nuisance, noxious or offensive activity shall be carried on anywhere on the Property nor shall anything be done, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Lots.

15. **Additional Easements**. Each Lot is hereby declared to be subject to an easement and right to and in favor of the Association and all of its employees, agents and instrumentality's to go upon such Lot for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Lot and the structures located thereon as are herein imposed upon or permitted to said Association or Developer. Each Lot is further declared to be subject to an easement in favor of any adjoining Lot to the extent necessary to permit the maintenance, supply, repair and servicing of utility services to the various Lots and structures located thereon.

16. **Utility Easements**. The Owner of each Lot shall from time to time grant such additional easements and rights over, across, on, under and upon his or her Lot as may be reasonably necessary

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in connection with the supply of any utilities required to service any part of the Property.

17. **Easements to Maintain Adjoining Structures.** Each Lot is hereby subjected to a permanent easement appurtenant to each adjoining Lot to permit the construction, existence, maintenance and repair of structures located on such adjoining Lot, including roof structures which extend upon another Lot; provided, that the construction of such structure is permitted and approved as elsewhere herein provided.

18. **Encroachments.** In the event that any part of any structure on one Lot encroaches or shall hereafter encroach upon any part or any other Lot, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Lot of another Owner and if it occurred due to the willful conduct of any Owner.

19. **Additional Rules and Regulations.** The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Lots as the Board, in its sole discretion, deems appropriate or necessary.

20. **Storage of Vehicles and Other Items.** The Property and Common Property, the Lots, parking areas and courts and driveways shall be used for parking operable automobiles or minivans only and shall not be used for campers, trailers, vans, pick-up trailers, recreational vehicles, and other types of non-passenger

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vehicles and accessories, snowmobiles, boats or for any other purpose. Such vehicles and items may be stored in garages if the garage door can be closed. The Board may authorize such vehicles and items parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Lot of the owner of the vehicle in the same manner as provided in Article VII hereof for non-payment of maintenance assessments.

21. **Garbage and Refuse Disposal.** No Lot or any part of the Common Property shall be used or maintained as a dumping ground for rubbish.

22. **Parking.** No fuel driven vehicles may be parked so as to block access to any driveways.

23. **Manufacturing.** No part of any Lot or Common Property shall be used for manufacturing, industrial or business purposes.

24. **Leasing of a Townhome Lot and Improvements Thereon.** The dwellings on all Lots shall be Owner occupied and not maintained as rental properties. This covenant and restriction shall not be amended without the consent of the Village.

ARTICLE XI

Utility Easements Over Lots and Common Property. The Lots and Common Property will be subject to utility easements in favor of any applicable governmental agency and/or public utility company for sewer, water, gas electricity, telephone and any other necessary utilities. If such utilities are not installed or easements not described for same prior to conveyance of the Lots

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or Common Property from the Declarant the Association may grant same at a later time.

ARTICLE XII

General Provisions

1. Easements to Run with The Land. All easements herein described in this Declaration are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in the entirety in said documents.

2. Remedies. In the event of any default by any Owner under the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the Association and the Board of Directors shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said Rules and Regulations and those which may be available at law or in equity and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership

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interest of such Owner, or for damages or injunction, for specific performance, for judgment for payment of money and collection thereof, for any combination of remedies or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner and shall be added to and deemed part of his or her respective share of the Common Expenses (to the same extent as the lien provided herein for unpaid assessments) upon the Lot and upon all of his or her additions and improvements thereto. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board of Directors.

All of the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Association, are mutually enforceable by and among the Members of the Association. Any Member who feels that a provision is being violated may petition the Association to investigate the situation. Should the Association determine that this allegation is true and that corrective action should be taken, the Association shall take whatever action is necessary to end the violation. Should the Association deem the allegation of violation as unworthy of action or fail to investigate the alleged violation within thirty (30) days of notice, then the complaining Member can prosecute his or her claim in whatever legal manner is best suited to the situation.

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3. **Land Trusts.** In the event title to any Lot 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 Lot. 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 transfers or beneficial interest in the title to such real estate.

Nothing in this Paragraph 3 shall be deemed to alter or diminish the rights or remedies of the Association under Article VII, Paragraph 5 relating to the failure to pay maintenance assessments as such rights or remedies apply to the trust estate under such trust and the beneficiaries thereunder.

4. **Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have been voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial twenty (20) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Cook County, Illinois. This Declaration may be amended by an instrument signed

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by not less than seventy-five percent (75%) of the Owners and by the Declarant if the Class B membership has not theretofore terminated. Notwithstanding any provisions hereof to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone: (1) modify, amend or repeal this Declaration at any time prior to the closing of the sale of the first Lot, and (2) modify or amend this Declaration to make technical corrections prior to the closing of the sale of the last Lot, provided said amendment, modification or repeal is in writing and properly recorded in Cook County, Illinois. Any modification or amendment of this Declaration affecting the rights or the interests of the Village shall require its consent, as well as any repeal of this Declaration. Declarant further reserves, prior to the closing of the sale of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend or modify the plat of subdivision.

5. **Notices.** Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Association or to any Owner at his respective address. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgement of the receipt thereof.

6. **Severability.** Invalidation of any one (1) of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

7. **Rights and Obligations.** The provisions of this Declaration and the By-Laws and the rights and obligations established thereby

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shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the By-Laws, whether or not mention thereof is made in said deed.

8. **Miscellaneous Provisions.** Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

a. Upon the request of any first mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the By-Laws or Association Rules and Regulations which is not cured within thirty (30) days. Any first mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.

b. No provision of the within Declaration or of the By-Laws or Articles of Incorporation of the Association, or any similar instrument pertaining to the Property or the dwellings thereon, shall be deemed to give an Owner or any other party priority over any rights of bona fide first mortgagees of dwellings pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Common Property or any portion thereof or interest therein.

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c. There shall be included in each annual assessment levied by the Association an amount sufficient to establish an adequate reserve fund for the replacement of any improvements comprising a part of the Common Property.

d. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of articles and paragraphs are for convenience only and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such articles, paragraphs or subdivisions of another document or instrument.

9. **Headings** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

10. **Conflicts**. In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control.

11. **Perpetuities and Restraints on Alienation**. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of the rule against perpetuities or some analogous statutory provisions, the rule restricting restraints on alienation; or 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 now living lawful descendants of James Edgar, Governor of the State of Illinois and William Clinton, President of the United States of America.

12. **Assignments by Developer or Declarant**. All rights which are specified in the Declaration to be rights of the Developer or Declarant are mortgageable, pledgeable, assignable or

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transferable. Upon any exercise of rights by the holder of said mortgage, pledge, assignment or transfer by reason of a default thereunder, any one or more of such holders, its nominee or designee, any party appointed pursuant to such mortgage, pledge, assignment or transfer and any successor or assign by foreclosure of deed-in-lieu of foreclosure or otherwise, shall from time to time hold or be entitled to exercise the rights of Declarant and Developer hereunder as fully as if named as such party herein. No party exercising rights as Developer or Declarant hereunder shall have or incur any liability for the acts of any other party who previously exercised or subsequently shall exercise such rights.

13. Sale of a Lot - Board's Right of First Refusal. Any Lot Owner other than the Declarant who wishes to sell his Lot Ownership (as opposed to a gift or inheritance) shall give to the Board not less than thirty (30) days prior written notice of the intent to sell and subsequently, the terms of any contract to sell, entered into subject to the Board's option as set forth hereinafter together with a copy of such contract, the name, address and financial and character references of the proposed purchaser and such other information concerning the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other Lot Owners shall at all times have the first right and option to purchase such Lot Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice of contract. If said option is not exercised by the Board within said thirty (30) days, the Lot Owner may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale of such Lot Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Lot Owner

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fails to close said proposed sale transaction within said ninety (90) days, the Lot Ownership shall again become subject to the Board's right of first refusal as herein provided.

14. **Trustee Exculpation.** If this Declaration is executed by Declarant as Trustee and not individually, in the exercise of any power and authority conferred upon and vested in it as such Trustee, then Declarant will warrant that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by every person hereinafter claiming any interest under this Declaration that Declarant, if it acts as Trustee as aforesaid and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title-holding interest and the trust estate described herein to the terms of this Declaration; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Declarant or any of the beneficiaries under such Trust Agreement on account of this Declaration or on account of any representation, obligation, duty, covenant or agreement of Declarant in this instrument contained either express or implied, all such personal liability, if any, being expressly waived and released; and further, that no duty shall rest upon Declarant, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where Declarant is acting pursuant to direction as provided by the terms of such Trust Agreement and after the Declarant has first been supplied with funds required for this purpose. In the event of conflict between the terms of this Paragraph and of the remainder of this Declaration, or in the

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event of any apparent liability or obligation resting upon
Declarant, the exculpatory provision hereof shall be controlling.

* * * * *

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IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on its behalf, attested to and its corporate seal to be hereunder affixed and has caused its name to be signed by its Vice President and attested to by its Trust Officer this

4th day of March, A.D. 2001.

WESTERN SPRINGS NATIONAL BANK & TRUST as Trustee
as Aforesaid,



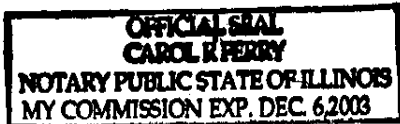
By: [Signature] VANCE E. HALVORSON
Assistant Trust Officer
Its: Vice President

ATTEST: [Signature] DANIEL N. WLODEK
Trust Officer
Its Trust Officer

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that VANCE E. HALVORSON and DANIEL N. WLODEK, Vice-President and Trust Officer, respectively, of WESTERN SPRINGS NATIONAL BANK AND TRUST COMPANY, a national banking association, 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 and as free and voluntary act of said association for the uses and purposes therein set forth.

Given under my hand notarial seal this 4th day of March, 2001.



[Signature]
Notary Public

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CONSENT OF MORTGAGEE

Western Springs National Bank & Trust Company, a national banking association, holder of mortgages encumbering the Property dated 5-12-2000, and recorded on 5-17-2000 as Document No. 00353839 and, hereby consents to the execution and recording of the within Declaration and agrees that its lien shall be subject to the provisions of the Declaration. * Re-Recorded as Doc 00391984

IN WITNESS WHEREOF, Western Springs National Bank & Trust Company has caused this instrument to be signed by its duly authorized officers on its behalf.

DATED this 4th day of March, 2001

(SEAL)

Western Springs National Bank and Trust Company, a national association



BY: [Signature]
ITS: Vice President / VANCE E. HALVORSON

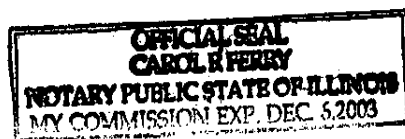
ATTEST:

BY: [Signature]
ITS: ~~President~~ HERBERT RUNOWIECKI, Vice-President

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that VANCE E. HALVORSON and HERBERT RUNOWIECKI, Vice-President, and Vice-President, respectively, of WESTERN SPRINGS NATIONAL BANK AND TRUST COMPANY, a national banking association, 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 and as free and voluntary act of said association for the uses and purposes therein set forth.

Given under my hand notarial seal this 4th day of March, 2001.



[Signature]
Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 to 10, Both Inclusive, in Forest Avenue Residence Resubdivision, being a Resubdivision of lots 12 to 17 in Block 17 in Grossdale, a Subdivision of the Southeast Quarter of Section 34, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 3724 Forest Avenue, 3726 Forest Avenue, 3728 Forest Avenue, 3730 Forest Avenue, 3732 Forest Avenue, 3734 Forest Avenue, 3736 Forest Avenue, 3738 Forest Avenue, 3740 Forest Avenue, 3742 Forest Avenue, Brookfield, Illinois.

P.I.N. # 15-34-422-023-0000, 15-34-422-34-024-0000, 15-34-422-025-0000, 15-34-422-026-0000, 15-34-422-027-0000, 15-34-422-028-0000

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EXHIBIT "B"

Legal Description for Common Area

All Parcels are a Fee Simple Deeded as per the following Legal Description:

Lots 1 to 10, Both Inclusive, in Forest Avenue Residence Resubdivision, being a Resubdivision of lots 12 to 17 in Block 17 in Grossdale, a Subdivision of the Southeast Quarter of Section 34, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As: 3724 Forest Avenue, 3726 Forest Avenue, 3728 Forest Avenue, 3730 Forest Avenue, 3732 Forest Avenue, 3734 Forest Avenue, 3736 Forest Avenue, 3738 Forest Avenue, 3740 Forest Avenue, 3742 Forest Avenue, Brookfield, Illinois.

P.I.N. # 15-34-422-023-0000, 15-34-422-34-024-0000, 15-34-422-025-0000, 15-34-422-026-0000, 15-34-422-027-0000, 15-34-422-028-0000

All property located externally of structure is considered, with the exception of patios and fenced in rear yards, pertaining solely to deeded parcels, and are described as common areas.

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EXHIBIT "C"

By-Laws

of

The Forest Avenue Townhome Owners Association

An Illinois Not-for-Profit Corporation

Article I

Name and Location

The name of the corporation is the Forest Avenue Townhome Owners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Brookfield, Illinois, but meetings of Members and Directors may be held at such places within the State of Illinois, County of Cook, as may be designated by the Board of Directors.

ARTICLE II

Definitions and Purpose

1. The terms in Article I of the Declaration of Covenants, Conditions and Restrictions for the Forest Avenue Townhomes to which these By-Laws have been appended as an exhibit, shall apply to these By-Laws to the extent such terms are defined therein.

2. The Association shall be responsible for the general management and supervision of the Property and shall have all of the powers to perform and shall be responsible to perform all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not-for-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

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ARTICLE III

Meetings of Members

1. **Annual Meeting.** The first annual meeting of the Members shall be held within one (1) year from the date of proper recordation of the Declaration in Cook County, Illinois and each subsequent regular annual meeting of the Members shall be held on the same day of the same month every year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. **Special Meetings.** Special meetings of the Members may be called at any time by the president, by the Board of Directors or upon written request of the Members who are entitled to vote a total of one-fourth (1/4) of the votes of the Class A membership or upon request of the Class B membership.

3. **Notice of Meetings.** Except as may be otherwise provided by the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than forty (40) days, before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association or supplied by such Member of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

4. **Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, sixty percent (60%) of

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the votes of each class of membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

5. **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his or her Lot.

ARTICLE IV

Board of Directors; Selection; Term of Office

1. **Number.** The affairs of this Association shall be managed by a Board of Directors (the "Board") who shall be Members of the Association, except for those directors designated by Declarant. Until the first annual meeting, the Board shall consist of three (3) Directors designated by the Declarant.

2. **Determination of Board to be Binding.** All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

3. **Election.** At the first annual meeting, the number of Directors elected shall be three (3) and the members shall elect

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all Directors for a term of one (1) year. Directors may succeed themselves.

4. **Removal.** From and after the first annual meeting, any director may be removed from the Board, with or without cause, by a vote of seventy-five percent (75%) of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve until the time of the next election of Directors.

5. **Compensation.** No director shall receive compensation for any service he or she may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

6. **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

7. **Election of Officers.** The Board shall elect from among its members a president who shall preside over both its meetings and those of the Members and who shall be the chief executive officer of the Board and Association; a Secretary who will keep the minutes of all meetings of the Voting Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary; and a Treasurer to keep the financial records and books of account; and additional officers as the Board shall see fit to elect. All officers shall be elected at each annual

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meeting of the Board and shall hold office at the pleasure of the Board.

ARTICLE V

Nomination and Election of Directors

1. **Nomination**. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting. Such nominations may be made by Members or non-Members.

2. **Election**. Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

Meetings of Directors

1. **Meetings**. Meetings of the Board of Directors shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meetings fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. **Special Meetings**. Special meetings of the Board of Directors shall be held when called by the president of the Association or by any two (2) Directors, after not less than two (2) days notice to each Director.

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3. **Quorum.** The majority of the number of Directors then constituting the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

Powers and Duties of the Board of Directors

1. **Powers.** The Board of Directors shall have the power to:

a. Adopt and publish rules and regulations, governing the use of the Property, including the Common Areas and any facilities thereon, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

b. Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

d. Exercise all the powers and duties referred to in the Illinois General Not-for-Profit Corporation Act.

2. **Duties.** It shall be the duty of the Board of Directors to:

a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at least annually at a meeting of the Members or

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at any special meeting when such statement is requested in writing by sixty percent (60%) of the Class A Members who are entitled to vote;

b. Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment to be payable monthly against each Lot at least thirty (30) days in advance of said assessment period and any special assessments; and

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any Lot Owner for which assessments are not paid within thirty (30) days after due date or bring an action at law against the Owner personally obligated to pay same.

d. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. Procure and maintain adequate comprehensive, liability and hazard insurance on property owned or to be maintained by the Association as provided in the Declaration;

f. Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

g. Cause the Property including the Common Areas to be maintained.

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h. Except for assessment matters, file any litigation on behalf of the Association against any Lot Owner or Occupant and against any third party, the latter situation, upon approval of seventy-five percent (75%) of the Class A Members who are entitled to vote and the Class B Member, if any, if said action is for an amount in excess of Three Thousand Dollars (\$3,000.00)

3. Rules and Regulations; Management.

a. Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property. Meetings to discuss such rules and regulations shall be open to all Owners and notice of any such meetings shall be given in the same manner as provided hereinabove in Article III, Paragraph 3. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations. Any amendments to the rules and regulations shall be approved by a vote of seventy-five percent (75%) of the Members of the Association (including Class B if it still exists)

b. Management. The Declarant or the Board shall engage the initial management organization under contracts expiring not later than ninety (90) days after the date the initial meeting of the Members is held. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

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

4. Liability of the Board of Managers. The Members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment, or for any acts or omissions made in good faith by such officers or Board Members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by

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the Board of Directors or officers on behalf of the Owners unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of any such contract made by the Board, officers or out of the aforesaid indemnity in favor of the members of the Board or officers, to the extent not covered by insurance, shall be limited to a proportionate share of the total liability thereunder.

ARTICLE VIII

Officers and Their Duties

1. Enumeration of Officers. The officers of this Association shall be a president and vice-president who shall at all times be members of the Board of Directors, a secretary and a treasurer and such other officers as the Board may determine from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed or otherwise be disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

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5. **Resignation and Removal.** Any officer may be removed from office, with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

7. **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. The president may not hold any other office.

8. **Duties.** The duties of the officers shall be those usually vested in their respective office of a not-for-profit corporation, including, but not limited to, the following:

a. **President.** The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes;

b. **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board;

c. **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal;

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serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board;

d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE IX

Committees

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purposes.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member upon written request and at least five (5) days written notice. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association where copies may be purchased at reasonable cost.

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ARTICLE XI

Assessments

As more fully provided in the Declaration, each Member is obligated to pay to the Association monthly and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not received within fifteen (15) days after the due date, the assessment shall bear interest from the date of delinquency at the highest legal rate allowed by law, a late fee of Twenty and no/100 Dollars (\$20.00) per month shall be assessed and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment of his or her Lot. Every Member, except Declarant, who has mortgaged his or her Lot authorizes his or her mortgagee to collect and pay to the Association this assessment. Should the mortgagee decline to do so, then payments shall be made periodically as determined by the Association to the Association.

ARTICLE XII

Interim Procedure

Until the initial meeting of the Members, the Declarant (or its beneficiary or designee) may appoint the Board which shall have the same powers and authority as given to the Board generally.

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ARTICLE XIII

Amendments and Interpretation

1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five percent (75%) of the Members of the Association and the Declarant if Declarant still owns any Lots.

2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

1. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. With respect to each fiscal year, the Board shall estimate the amount required by the Association to meet cash requirements for such year, including, but not limited to, the following items:

a. Management and administration expenses;

b. The estimated cost of repairs, maintenance and replacements of the Property including the Common Areas;

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c. The amount of such reserves as may be reasonably established by the Board, including general operating reserves, reserves for contingencies and reserves for replacements;

d. Such other expenses of the Association as may be approved by the Board of Directors, including operating deficiencies, if any, for prior periods.

The differences between the estimated cash requirements of the Association and any non-membership income, plus unexpected assessments for the prior year not reallocated to reserves (prior year's savings), shall be an amount referred to as membership assessments. All amounts collected by the Association as a reserve shall be held in trust for the members in accordance with the provisions of Article VII of the Declaration.

Within sixty (60) days from the commencement of each fiscal year, the Board shall cause an estimated annual budget to be prepared based on its estimations of annual expense, any non-membership income, prior year's savings and membership assessments, and copies of such budget shall be furnished to each Member.

On or before the fifth (5th) day of the first month of the fiscal year covered by such estimated annual budget, and every month thereafter, each Member shall pay, as his or her respective annual assessment, one-twelfth of his or her annual share of the amount designated in the estimated annual budget as membership assessments.

If any member shall fail or refuse to make payment of his or her share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Member in the Property. The Association and the Board shall have the authority

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to exercise and enforce any and all rights and remedies provided in the Declaration or these By-Laws, or which are otherwise available at law or in equity for the collection of all unpaid assessments.

Upon ten (10) days notice to the Board and the payment of such reasonable fee, if any, established by the Board, any Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.