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**SECOND AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM OWNERSHIP FOR  
LE PARC CONDOMINIUM I, and LE PARC CONDOMINIUM II and THE  
UMBRELLA DECLARATION FOR LE PARC**

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This document is recorded for the purpose of amending the Declaration of Condominium Ownership for Le Parc Condominium (hereinafter referred to as Residential Association I), which Declaration was recorded on October 12, 1984 as Document No. 27291732 at the Cook County Recorder of Deeds Office, Illinois against the property the Declaration of Condominium Ownership for Le Parc Condominium II (hereinafter referred to as the Residential Association II) which Declaration was recorded on October 12, 1983 as Document No. 2315859 at the Lake County Recorder of Deeds Office, Illinois against the Property, and the Le Parc Umbrella Association Declaration which was recorded in the office of the Recorder of Deeds of Cook County, Illinois on October 12, 1984 as Document No. 27291742 and the Recorder of Deeds of Lake County on October 12, 1984 as Document Number 231857 (hereinafter collectively referred to as "Declarations"). The legal description of the property subject to this amendment is attached hereto as Exhibit "A".

This Amendment is adopted pursuant to the provisions of Section 27 of the Illinois Condominium Property Act, Ill.Rev.Stat. (1983) ch. 30, par. 327 effective July 1, 1984. This statute provides that where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an Amendment. The Amendment may be adopted by a vote of two-thirds

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(2/3rds) of the members of the Board of Managers, unless the Board's action is rejected by a majority of the votes of unit owners at a meeting of the unit owners duly called for the purpose by a written petition of the unit owners having twenty percent (20%) of the votes of the Association filed within thirty (30) days after the action of the Board to approve the Amendment.

## RECITALS

**WHEREAS**, the aforementioned Declarations were recorded in the Office of the Recorder of Deeds of Cook County and Lake County, Illinois and the property set forth therein was submitted to the provisions of the Illinois Condominium Property Act; and

**WHEREAS**, the developer of Le Parc Planned Development recorded a Plat of Survey for a Planned Unit Development on March 9, 1984 in the office of the Recorder of Deeds of Lake County, Illinois as Document No. 2271173; and

**WHEREAS**, the Le Parc Condominium I Association was created on October 12, 1984, by the recording of the Declaration as Document No. 2271173; and

**WHEREAS**, the Le Parc Condominium II Association was created on October 12, 1984 by the recording of a Declaration as Document No. 2315859; and

**WHEREAS**, the Le Parc Condominium I and Le Parc Condominium II Associations were subject to the Umbrella Declaration for LeParc Umbrella Association recorded in the office of the recorder of Deeds of Cook County, Illinois on October 12, 1984 as Document No. 27291742 and the Recorder of Deeds of Lake County, Illinois on October 12, 1984 as Document No. 231857; and

**WHEREAS**, on January 13, 1993, a vote was held pursuant to Section 18(b)(13) of the Illinois Condominium Property Act, and more than two-thirds (2/3rds) of the unit owners of each of the aforementioned Associations, approved and adopted a plan and Agreement of Consolidation for Le Parc I, Le Parc II and the Umbrella Association, (a copy of said Plan and Agreement of Consolidation is attached hereto as Exhibit "B" incorporated herein and made a part hereof); and

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**WHEREAS**, said Plan and Agreement of Consolidation provided that Residential Association I, Residential Association II and the Umbrella Association shall be consolidated into a new single corporation to be known as the Le Parc Condominium Association; and

**WHEREAS**, said Plan and Agreement of Consolidation provided that the separate existence of Residential Association I, Residential Association II and the Umbrella Association shall cease; and

**WHEREAS**, the Directors of Residential Association I, Residential Association II and the Umbrella Association adopted a joint resolution which provided that each unit owner shall continue to be assessed the proportionate share of the common expenses allocated to his/her unit in accordance with the same percentages of ownership of the Common Elements identified in their respective Declarations, and that the common expenses for all units shall be calculated by the adoption of a single consolidated budget for administration and maintenance of all of the Common Areas and Common Elements for the entire development; and

**WHEREAS**, Articles of Consolidation for the Le Parc I Residential Association, Le Parc II Residential Association and Le Parc Umbrella Association were filed with the Illinois Secretary of State's Office and whereas the Secretary of State's office issued a Certificate of Consolidation on or about February 7, 1994; and

**WHEREAS**, Residential Association I, Residential Association II and the Umbrella Association have operated as the Le Parc Condominium Association since the consolidation; and

**WHEREAS**, the Unit Owners set forth in the Declarations for Residential Association I, Residential Association II and the Umbrella Association have elected one Board of Directors since the Consolidation; and

**WHEREAS**, Residential I Association, Residential II Association and the Umbrella Association have operated as one Association under the direction of one Board of Directors since the date of Consolidation; and

**WHEREAS**, the consolidated Le Parc Condominium Association is an Illinois Corporation; and

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**WHEREAS**, the Declaration for Le Parc I and Le Parc II contains substantially the same covenants and provisions with the exception of the legal description and percentage interests attached thereto; and

**WHEREAS**, the Declarations for Le Parc I and Le Parc II contain the same provisions for calculating percentage interest in the Common Elements; and

**WHEREAS**, the current Board for the Le Parc Condominium Association believes that the documents implement the consolidation omitted essential steps in the Consolidation; and

**WHEREAS**, the current Board has the authority to execute and authorize documents necessary to implement the consolidation plan previously authorized by the requisite number of unit owners from each Association; and

**WHEREAS**, the Board desires to correct the plan of Consolidation and amend the Declaration under the power granted to it in Section 27 of the Act; and

**WHEREAS**, the membership adopted a plan and agreement of consolidation in order to combine Le Parc I Residential Association, Le Parc II Residential Association, and Le Parc Umbrella Association; and

**WHEREAS**, the Plan and Agreement of Consolidation between Le Parc I Residential Association, Le Parc II Residential Association, and Le Parc Umbrella Association was filed with the Recorder of Deeds Office of Cook County as Document No. 94367104; and

**WHEREAS**, the members of Le Parc I Residential Association, Le Parc II Residential Association, and Le Parc Umbrella Association filed Articles of Merger or Consolidation under the General Not-For-Profit Corporation Act on February 7, 1994 to combine and/or merge the three Associations; and

**WHEREAS**, the actions taken by the Association previously did not properly consolidate Le Parc I Residential Association, Le Parc II Residential Association, and Le Parc Umbrella Association, in that only the individual corporations were consolidated. The underlying associations were inadvertently allowed to remain separate and intact; and

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**WHEREAS**, the Association desires to consolidate these Associations properly not only under their corporate entities, but also pursuant to Declaration of Condominium ownership recorded against the Properties previously; and

**WHEREAS**, because of the potential conflict between the actions taken and the intent of the membership, there is a potential that litigation could result imposing needless financial expense on the Association and individual unit owners and potentially also calling into question the validity of actions of the Board of Managers or of the Association; and

**WHEREAS**, Section 27 of the Illinois Condominium Property Act provides a convenient procedure for amending the Declaration to correct such omissions and errors; and

**WHEREAS**, The Board of Managers has elected to utilize the procedures set forth in Section 27 of the Illinois Condominium Property Act to Amend the Declaration for the Consolidated Association and its By-Laws to bring it into compliance with current Illinois Law; and

**WHEREAS**, the Board of Managers, by a two-thirds (2/3rds) vote of the Board, at a duly called meeting held June 12, 2002, approved this Amendment to the Declaration; and

**WHEREAS**, the Board is given written notice of this action to all Unit Owners according to the procedures set forth in the Declaration; and

**WHEREAS**, the Unit Owners failed to submit a written petition to the Board within thirty (30) days after the Board's action as required by Section 27(b)(3) of the Illinois Condominium Property Act.

**NOW, THEREFORE**, the Plan of Consolidation, the Declaration, and By-Laws for the Association are hereby amended as follows:

1. The Declaration of Condominium Ownership for Le Parc Condominium I Association, the Declaration of Condominium Ownership for Le Parc II Association and the Umbrella Declaration for Le Parc are hereby consolidated into one document which shall hereafter be known as the Amended and Restated Declaration of Condominium Ownership for Le Parc Condominium Association. Neither the Declaration of Condominium Ownership for Le Parc Condominium I Association or the Declaration of Condominium ownership for Le Parc II shall

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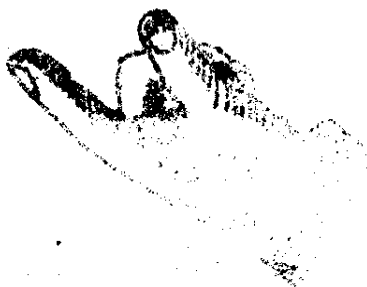
operate as a separate legal document. A copy of the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR LE PARC CONDOMINIUM ASSOCIATION which shall bind the Association is attached and set forth as Exhibit "C".

2. That the percentage of Ownership for Consolidated Association as set forth on Exhibit "D" to the Declaration of Condominium Ownership for Le Parc Condominium Association and is calculated as set forth in the Declaration, is hereby restated as set forth in Exhibit "B" to the AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR LE PARC CONDOMINIUM ASSOCIATION..

3. That the Real Estate legally described in Exhibit "A", formerly owned by the Le Park Umbrella Association be and is conveyed to the Le Parc Condominium Association as common elements to be owned by the unit owners as per their respective percentage interest.

This Amendment was prepared by:

**KOVITZ SHIFRIN NESBIT**  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089



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STATE OF ILLINOIS    )  
   )  SS  
 COUNTY OF COOK        )

The undersigned, as President of the Board of Managers of Le Parc Condominium and Umbrella Associations established by the aforesaid Declaration of Condominium Ownership. By my signature below, attest to the fact that the Board of Managers of Le Parc Condominium Associations have approved the foregoing Amendment by a vote of two-thirds (2/3) of the Board of Managers at a duly called meeting of the Board of Managers held on June 12, 2002.

  
 Sandra Tresselt

SUBSCRIBED and SWORN to  
 before me this 3 day of  
 July, 2003.  
 OFFICIAL SEAL  
 JOHN H. BICKLEY III  
 Notary Public, State of Illinois  
 My Commission Expires 07/28/03  
 NOTARY PUBLIC

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**EXHIBIT A**  
**TO THE AMENDED AND RESTATED DECLARATION OF**  
**CONDOMINIUM OWNERSHIP FOR LE PARC CONDOMINIUM ASSOCIATION**

**The Development Area**

LOT 1 IN NORTHWOOD GROVE - UNIT II BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33 AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, AND ALSO A PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART THEREOF BEGINNING AT THE MOST SOUTH AND EAST CORNER OF SAID LOT 1, THENCE NORTH 0° 13' 29" WEST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 44° 48' 12" WEST, A DISTANCE OF 19.79 FEET TO A POINT ON THE NORTH LINE OF LAKE-COOK ROAD; THENCE NORTH 89° 49' 53" EAST ALONG SAID NORTH LINE OF LAKE-COOK ROAD, A DISTANCE OF 14.00 FEET TO THE PLACE OF BEGINNING.

Ex. A



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**PLAN AND AGREEMENT OF CONSOLIDATION BETWEEN  
LE PARC I RESIDENTIAL ASSOCIATION,  
LE PARC II RESIDENTIAL ASSOCIATION AND  
LE PARC UMBRELLA ASSOCIATION**

This Plan and Agreement of Consolidation, made and entered into this 13<sup>th</sup> day of January, 1993, by Le Parc I Residential Association, an Illinois not-for-profit corporation ("Residential Association I"), Le Parc II Residential Association, an Illinois not-for-profit corporation ("Residential Association II") and Le Parc Umbrella Association, an Illinois not-for-profit corporation ("Umbrella Association"), said corporations being hereinafter sometimes referred to jointly as "constituent corporations."

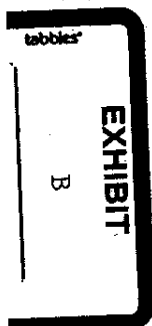
**WITNESSETH:**

WHEREAS, Residential Association I is a corporation organized and existing under the laws of the State of Illinois, its Articles of Incorporation having been filed in the office of the Secretary of State of Illinois on OCTOBER 1, 1984; and

WHEREAS, Residential Association II is a corporation organized and existing under the laws of the State of Illinois, its Articles of Incorporation having been filed in the office of the Secretary of State of Illinois on OCTOBER 1, 1984; and

WHEREAS, Umbrella Association is a corporation organized and existing under the laws of the State of Illinois, its Articles of Incorporation having been filed in the office of the Secretary of State of Illinois on OCTOBER 1, 1984; and

WHEREAS, the board of directors of each of the constituent corporations deems it advisable that Residential Association I, Residential Association II and Umbrella Association be consolidated



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into a new entity to be called Le Parc Condominium Association on the terms and conditions hereinafter set forth, and in accordance with the applicable provisions of the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, which permits such consolidations.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and conditions hereinafter set forth, Residential Association I, Residential Association II and Umbrella Association, by their respective boards of directors, hereby agree each with the other as follows:

## ARTICLE I

Residential Association I, Residential Association II and Umbrella Association shall be consolidated into a single corporation, in accordance with the provisions of the General Not-For-Profit Corporation Act of 1986 of the State of Illinois by all three Associations consolidating into an entity to be incorporated under the name of "Le Parc Condominium Association."

## ARTICLE II

Upon the consolidation becoming effective: (1) the constituent corporations shall be a single corporation under the new corporation of Le Parc Condominium Association; (2) the separate existence of Residential Association I, Residential Association II and Umbrella Association shall cease, except to the extent provided for by the laws of the State of Illinois in the case of a corporation after its consolidation with another corporation; (3) the new corporation shall thereupon possess all the rights, privileges, immunities and franchises of each of the constituent corporations, and all property, real, personal and mixed, and debts due on whatever account, and all choses in action, and every other interest belonging to or due to each of the constituent corporations shall be deemed to be transferred to and vested in the new corporation, without further act or deed; and the title to any real estate, or any interest therein, vested in any of the constituent corporations shall not revert to or be in any way impaired by reason of the consolidation but shall vest in the new corporation; (4) the new corporation shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the constituent corporations; and any claim existing or action or proceeding pending by or against any of the constituent corporations may be prosecuted

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to judgment by the new corporation as if the consolidation had not taken place, or the new corporation may be substituted in place of the constituent corporations. Neither the rights of creditors nor any liens upon the property of any of the constituent corporations shall be impaired by the consolidation; (5) the Articles of Incorporation and By-Laws of Le Parc Umbrella Association, as existing and constituted immediately prior to the effective date of the consolidation shall be the Articles of Incorporation and By-Laws of the new corporation; (6) the Declarations of Condominium Ownership and By-Laws for each of the underlying Condominiums shall remain binding and in full force and effect against the property and unit owners bound by those documents immediately prior to the effective date of the consolidation.

## ARTICLE III

The new corporation shall pay all expenses of carrying this Plan and Agreement of Consolidation into effect and accomplishing the consolidation provided for herein.

## ARTICLE IV

The assets and liabilities of all three Associations, at the effective date of the consolidation, shall be taken on the books of the new corporation at the amounts at which they, respectively, shall, on such date, be carried on the books of all three Associations.

## ARTICLE V

The registered agent and registered office for the corporation shall be: Jordan I. Shifrin, 3436 North Kennicott, Suite 150, Arlington Heights (Cook County), Illinois 60004. The first Board of Directors shall be nine (9) in number, their names and residential addresses being as follows:

Alex Provenzano	592 LeParc Circle, Buffalo Grove, IL 60089
Carol Zajac	395 LeParc Circle, Buffalo Grove, IL 60089
Shirley Berrington	642 LeParc Circle, Buffalo Grove, IL 60089
Marilyn Kukowski	612 LeParc Circle, Buffalo Grove, IL 60089
Sue Clark	582 LeParc Circle, Buffalo Grove, IL 60089
Leon Faigen	621 LeParc Circle, Buffalo Grove, IL 60089
Scott Laing	695 LeParc Circle, Buffalo Grove, IL 60089
Sy Weinberg	593 LeParc Circle, Buffalo Grove, IL 60089
Nancy Rathslag	605 LeParc Circle, Buffalo Grove, IL 60089

and such persons shall hold office until the first annual meeting of the board of directors of the new corporation and until their respective successors are elected according to the By-Laws of the new corporation. The terms of all officers of the new corporation shall continue and each shall be deemed to be the officers of the

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new corporation upon the effective date of the consolidation. Thereafter, other persons may be elected or appointed to such offices from time to time in accordance with the By-Laws of the new corporation.

This corporation **IS** a Condominium Association as established under the Condominium Property Act.

This corporation **IS NOT** a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954.

This corporation **IS NOT** a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the Code of Civil Procedure.

The purposes for which the corporation is organized are:

To engage in all lawful acts for the administration and operation of property owned as a condominium basis, as permitted under the General Not-For-Profit Corporation Act. The Corporation will administer and operate certain property located in condominium development known as LeParc.

To acquire and own real and personal property and any interests or rights therein or appurtenant thereto as may be incidental to the purposes of the Corporation.

To act on behalf of its members collectively, as their governing body for civic functions and purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property for the promotion of the health, safety and welfare, and the common use and enjoyment thereof by members of the Corporation, all on a not-for-profit basis and as more fully set forth in the Umbrella Declaration, Declarations of Condominium Ownership for each of the Residential Associations I and II, for LeParc recorded in Cook and Lake counties, Illinois (the "Declaration").

## ARTICLE VI

If at any time the new corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the new corporation the title to any property or rights of any of the constituent corporations, the proper officers and directors of the constituent corporations shall execute.

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and deliver all such proper assignments, conveyances and assurances in law and do all things necessary or proper to vest such property or rights in the new corporation, and otherwise to carry out the purposes of this Plan and Agreement of Consolidation.

## ARTICLE VII

Anything herein or elsewhere to the contrary notwithstanding, this Plan and Agreement of Consolidation may be abandoned by any of the constituent corporations by the adoption of any appropriate resolution by any board of directors abandoning the consolidation, at any time prior to the filing of these Articles of Consolidation by the Secretary of State of Illinois, and by notifying the other constituent corporations of the adoption of such resolution.

## ARTICLE VIII

This Plan and Agreement of Consolidation shall be construed liberally in conjunction with the Umbrella Declaration and the Condominium Declarations for both Residential Association I and Residential Association II and the By-Laws for all of the constituent corporations to give effect to the intention of the parties to administer the property by a single entity. The Umbrella Declaration and By-Laws shall control in the event of conflict between the documents unless that would serve to defeat the purpose or effect of the consolidation. The administration of the property shall be as governed by said documents and Illinois law, including the Illinois Condominium Property Act and the General Not-For-Profit Corporation Act of 1986.

## ARTICLE IX

This Plan and Agreement of Consolidation shall be submitted to the members of Residential Association I, Residential Association II and the members of the Umbrella Association as provided by law, and shall take effect and be deemed to be the Plan and Agreement of Consolidation of said corporations upon the approval or adoption thereof by the vote of at least two-thirds of the members of the constituent corporations in accordance with the requirements of the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, Ill. Rev. Stat., ch. 32, par. 111.20, and upon the execution, filing and recording of such documents and the doing of such acts required to accomplish the consolidation under the provisions of the General Not-For-Profit Corporation Act of 1986 of the State of Illinois.

IN WITNESS WHEREOF, Residential Association I, Residential Association II and Umbrella Association each have caused this Plan and Agreement of Consolidation to be signed by a majority of its board of directors and its corporate seal to be hereunto affixed and

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attested by its secretary, as of the day and year first above written.

*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

A Majority of the Directors of Le Parc I RESIDENTIAL Association

ATTEST:

*[Handwritten signature]*  
\_\_\_\_\_  
Secretary

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

A Majority of the Directors of Le Parc II RESIDENTIAL Association

ATTEST:

*[Handwritten signature]*  
\_\_\_\_\_  
Secretary

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_

*[Handwritten signature]*  
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A Majority of the Directors of Le Parc Umbrella Association

ATTEST:

*[Handwritten signature]*  
\_\_\_\_\_  
Secretary

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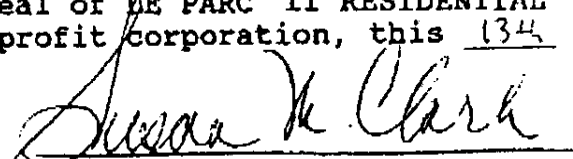
I, LEON FAIBEN, Secretary of LE PARC I RESIDENTIAL ASSOCIATION, an Illinois not-for-profit corporation organized and/or existing under the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, hereby certify, as Secretary, that the Plan and Agreement of Consolidation to which this Certificate is attached, after having been first duly signed on behalf of Le Parc I RESIDENTIAL Association by a majority of its directors, was submitted to the members of the Le Parc I RESIDENTIAL Association, an Illinois not-for-profit corporation, at a special meeting of such members duly called and held on the 13th day of January, 1993, for the purpose of considering and taking action upon the Plan and Agreement of Consolidation, and the Plan and Agreement of Consolidation was duly adopted by the vote of at least two-thirds (2/3) of the votes entitled to be cast by members at the meeting of members of Le Parc I RESIDENTIAL Association, an Illinois not-for-profit corporation, and is the duly adopted agreement of Le Parc I RESIDENTIAL Association pursuant to the provisions of the General Not-For-Profit Corporation Act of 1986 of the State of Illinois.

Witness my hand of and the seal of LE PARC I RESIDENTIAL ASSOCIATION, an Illinois not-for-profit corporation, this 13th day of January, 1993.

  
Secretary

I, Susan M. Clark, Secretary of LE PARC II RESIDENTIAL ASSOCIATION, an Illinois not-for-profit corporation organized and/or existing under the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, hereby certify, as Secretary, that the Plan and Agreement of Consolidation to which this Certificate is attached, after having been first duly signed on behalf of Le Parc II RESIDENTIAL Association by a majority of its directors, was submitted to the members of the Le Parc II RESIDENTIAL Association, an Illinois not-for-profit corporation, at a special meeting of such members duly called and held on the 13th day of January, 1993, for the purpose of considering and taking action upon the Plan and Agreement of Consolidation, and the Plan and Agreement of Consolidation was duly adopted by the vote of at least two-thirds (2/3) of the votes entitled to be cast by members at the meeting of members of Le Parc II RESIDENTIAL Association, an Illinois not-for-profit corporation, and is the duly adopted agreement of Le Parc II RESIDENTIAL Association pursuant to the provisions of the General Not-For-Profit Corporation Act of 1986 of the State of Illinois.

Witness my hand of and the seal of LE PARC II RESIDENTIAL ASSOCIATION, an Illinois not-for-profit corporation, this 13th day of January, 1993.

  
Secretary

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I, SHIRLEY BERTON, Secretary of LE PARC UMBRELLA ASSOCIATION, an Illinois not-for-profit corporation organized and/or existing under the General Not-For-Profit Corporation Act of 1986 of the State of Illinois, hereby certify, as Secretary, that the Plan and Agreement of Consolidation to which this Certificate is attached, after having been first duly signed on behalf of Le Parc Condominium I Association by a majority of its directors, was submitted to the members of the Le Parc Condominium I Association, an Illinois not-for-profit corporation, at a special meeting of such members duly called and held on the 13<sup>th</sup> day of January, 1993, for the purpose of considering and taking action upon the Plan and Agreement of Consolidation, and the Plan and Agreement of Consolidation was duly adopted by the vote of at least two-thirds (2/3) of the votes entitled to be cast by members at the meeting of members of Le Parc Condominium I Association, an Illinois not-for-profit corporation, and is the duly adopted agreement of Le Parc Condominium I Association pursuant to the provisions of the General Not-For-Profit Corporation Act of 1986 of the State of Illinois.

Witness my hand and the seal of LE PARC UMBRELLA ASSOCIATION, an Illinois not-for-profit corporation, this 13<sup>th</sup> day of January, 1993.

Shirley Berton  
Secretary

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**AMENDED AND RESTATED DECLARATION  
OF CONDOMINIUM OWNERSHIP  
FOR  
LE PARC CONDOMINIUM ASSOCIATION**

Exhibit "C"

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## **AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR LE PARC CONDOMINIUM ASSOCIATION**

THIS AMENDED AND RESTATED DECLARATION is made and entered into by the Board of Managers of the Le Parc Condominium Association in accordance with the provisions of Section 27 (b) of the Illinois Condominium Property Act, which provides that the Association may correct errors or omissions in the Declaration as may be required to conform to the Act, and any other applicable statute by vote of two thirds of the members of the Board of Managers and in accordance with the Plan for Consolidation and Amended Plan for Consolidation.

### **RECITALS**

**WHEREAS**, the Residential Association shall be responsible for the administration of the Condominium Property, and the maintenance, repair and replacement of the Common elements. Each owner of a Dwelling Unit shall be assessed to pay his proportionate share of the Common Expenses required to operate the condominium, all as more fully provided for in this Declaration.

**NOW THEREFORE**, THE BOARD OF MANAGERS OF THE LE PARC CONDOMINIUM ASSOCIATION HEREBY DECLARES AND RESTATES THE DECLARATION AS FOLLOWS:

### **ARTICLE ONE** **Definitions**

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

- 1.01 **ACT**: The Condominium Property Act of the State of Illinois, as amended from time to time.
- 1.02 **ADMINISTRATOR**: Administrator of Veterans' Affairs.
- 1.03 **BOARD**: The board of directors of the Residential Association, as constituted at any time or from time to time.
- 1.04 **BUILDING**: That portion of the Condominium Property which consists of a structure which contains Dwelling Units, including, without limitation, the structural components of such structure, the entryways, corridors, stairways, roofs, and other portions of the structure, except the Dwelling Units.

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1.05 BY-LAWS: The by-laws of the Residential Association which are attached hereto as Exhibit "C".

1.06 COMMON ELEMENTS: All of the Condominium Property, except the Dwelling Units.

1.07 COMMON EXPENSES: The expenses of administration (including management and professional services), maintenance, operation, repair, and replacement of the Common Elements in the Buildings; the cost of additions, alterations, or improvements to the Common Elements in the Buildings; the cost of insurance required or permitted to be obtained by the Board under Article Five with respect to the Buildings; utility expenses for the Common Elements in the Buildings; any expenses designated as Common Expenses by the Act, this Declaration, or the by-laws; if not separately metered or charged to the Owners the cost of waste removal, scavenger services, water, sewer, or other necessary utility services to the Buildings; and any other expenses lawfully incurred by or on behalf of the Residential Association for the common benefit of all of the Owners. The Common Expenses shall include all expenses relating to the operation, administration, maintenance, repair, replacement and insurance of the Common Elements which was formerly the responsibility of the Umbrella Association.

1.08 CONDOMINIUM PROPERTY: All the land, property, space comprising the Parcel, all improvements and structures erected, constructed or contained therein, thereon or thereunder, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act as part of the Condominium Property.

1.09 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.10 DEVELOPMENT AREA: The entire tract of real estate described in exhibit "A".

1.11 DWELLING UNIT: A part of the Condominium Property, including one or more rooms, designed or intended for independent residential use and having lawful access to a public way. Each Dwelling Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Dwelling Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Dwelling Unit exclusively. A Dwelling Unit shall not include the following, wherever located:

- (a) any structural components of the Condominium Property;

or

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- (b) any component of a system which serves more than one Dwelling Unit where such component is an integral part of such system and is not intended to serve the Dwelling Unit exclusively.

Each Dwelling Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Dwelling Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.12 FIRST MORTGAGE: A bona fide first mortgage, first trust deed or equivalent security interest covering a unit ownership.

1.13 FIRST MORTGAGEE: The holder of a bona fide First Mortgage.

1.14 LIMITED COMMON ELEMENTS: A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of owners of one or more, but less than all of the Dwelling Units. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each dwelling Unit shall include the following (Exclusive Limited Common Elements):

- (a) Perimeter doors and windows which serve the Dwelling Unit,
- (b) The interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, and
- (c) Any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling unit. Any patio, balcony or enclosed landscapable area adjoining a Dwelling unit, including any atrium which serves a Dwelling Unit, shall be a Limited Common Element appurtenant to such Dwelling Unit.

1.15 OWNER: A Record owner, whether one or more Persons, of fee simple title to any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the Performance of an obligation.

1.16 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.17 PLAT: The plat or plats of survey attached and hereafter attached as Exhibit C hereto, and such other plats as may be made a part hereof, which set forth the measurements, elevations, and locations of the Condominium Property, the location of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or other symbol to identify each Dwelling Unit and such other data as may be required by the Act or this Declaration.

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1.18 **RECORD**: To record with the Recorder of Deeds of Lake and Cook Counties, Illinois.

1.19 **RESIDENT**: An individual who resides in a Dwelling Unit and who is either an Owner, a tenant of the Owner, a contract per Purchaser of the Dwelling Unit, or a relative of any such Owner, Tenant or contract purchaser.

1.20 **RESIDENTIAL ASSOCIATION**: Le Parc Residential Association, an Illinois not-for-profit corporation, its successors and assigns.

1.21 **SECURITY EXPENSES**: The expenses for the maintenance, repair and replacement of the Security Facilities and the personnel costs for guard services furnished by the Board.

1.22 **SECURITY FACILITIES**: The security fence located or to be located on the perimeter of the Development Area (as the perimeter may change from time to time) and a security entry and guard house located along the easterly boundary of the Development Area.

1.23 **UNDIVIDED INTEREST**: The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit and hereafter allocated on Exhibit D hereto, as amended from time to time.

1.24 **UNIT OWNERSHIP**: A part of the Condominium Property consisting of one Dwelling Unit, its Undivided Interest, and the Limited Common Elements appurtenant to the Dwelling Unit.

1.25 **VOTING MEMBER**: The individuals who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four.

## ARTICLE TWO

### Scope of Declaration and Certain Property Rights

2.01 **REAL-ESTATE SUBJECT TO DECLARATION**: The property set forth in Exhibit "A" has been submitted to the provisions of the Illinois Condominium Property Act.

2.02 **CONVEYANCES SUBJECT TO DECLARATION** All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and are binding on any Person having at any time any interest or estate in the Condominium Property, and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this

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Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 ENCROACHMENTS: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Dwelling Unit, or (ii) any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Dwelling Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Dwelling Unit and there shall be deemed to be an easement in favor of any owner for the exclusive use of any part of his Dwelling Unit which shall encroach upon the Common elements or any other Dwelling Unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such, owner or his agent.

2.04 OWNERSHIP OF COMMON ELEMENTS: Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners. Each Dwelling Unit's corresponding percentage of ownership in the Common Elements (Undivided interest) has been determined as required under the Act to be as set forth in Exhibit "B" attached hereto. Exhibit "B" may not be changed without unanimous written approval of all Owners and all First Mortgagees, except as hereinafter provided in Sections 5.06 or 5.07, Article Nine or as permitted under the Act. The Common Elements shall remain undivided and no owner shall bring any action for partition.

2.05 OWNERS' RIGHTS TO USE THE COMMON ELEMENTS:

- (a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other owners, as may be required for ingress and egress to and from his respective Dwelling Unit, and for such other purposes not prohibited hereunder.
- (b) Each Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements which serve his Dwelling Unit. Each Owner shall have the right to the nonexclusive use, in common with other Owners, of the Limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners.
- (c) The right to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, and invitees of each Owner and such rights and

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easements shall be subject to and governed by the provisions of the Act, this Declaration, the by-laws, and the reasonable rules and regulations of the Board.

(d) Delegation of Use. Subject to the provisions of this Declaration, the By-Laws and the reasonable rules and regulations from time to time adopted by the Board, any Owner may delegate his right to use and enjoy the Common Elements to Residents of his Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Dwelling Unit who are Residents. An Owner who is not a Resident of his Dwelling Unit may only use and enjoy the Common Elements as permitted under rules and regulations adopted by the Board.

**2.06 UTILITY AND ACCESS EASEMENTS:** Each Owner of a Dwelling Unit shall have a non-exclusive easement for Vehicular and pedestrian access over and across roadways and Walkways from time to time located on the Condominium Property, including, without limitation, those roadways and walkways which Provide access to public ways. The Illinois Bell Telephone Company, Commonwealth Edison; Northern Illinois Gas Company and all other public and private utilities serving the Condominium Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Condominium Property for the purpose of providing utility services to the Development Area. The Counties of Cook and Lake, the Village of Buffalo Grove and any municipality or other governmental authority which has Jurisdiction over the Development Area or which undertakes to provide services to the Development Area are hereby declared, granted and reserved access easements for ingress and egress to, over and across the Condominium Property for the purpose of providing any such services.

**2.07 ADDITIONAL EASEMENTS:** In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (a) to grant such easements with respect to the Common Elements (except the Limited Common Elements) as the Board deems necessary and proper, including, without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise and/or easements related to the installation and operation of a cable or satellite television system or other communication systems and/or (b) to cancel, alter, change or modify any easement which affects the Condominium Property and does not benefit an owner, as the Board shall, in its discretion, determine. The Board shall have the right and power to dedicate any part or all of the water mains or sanitary sewers, roads or parking areas to the Village of Buffalo Grove or any other governmental authority which has jurisdiction over the Common Elements. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Residential Association and duly recorded.

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**2.08 BOARD'S RIGHT OF ENTRY:** The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Dwelling Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority under Section 3.02, or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

**2.09 SEPARATE MORTGAGES:** Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit ownership.

**2.10 REAL ESTATE TAXES:** Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each owner for his Unit ownership, as provided in the Act. In the event that for any year a tax bill is issued with respect to a portion of, the Condominium Property other than on a Dwelling Unit by Dwelling Unit basis, then:

- (a) The Owners of Dwelling Units in a particular Building shall be responsible for the payment of, that portion, if any, of the bill which is allocable to the Dwelling Units in the Building where the Dwelling Units have not been separately taxed but where other Dwelling Units in the Condominium Property have been separately taxed. In such case the amount payable by each Owner shall be based on the relative Undivided Interests of the affected Dwelling Units; and
- (b) Where the bill affects the Condominium Property as a whole or portions of the Common Elements and not Dwelling Units, then each Owner shall pay his proportionate share thereof in accordance with his Undivided interest.

Upon the affirmative vote of Voting Members representing a majority of the votes in the Residential Association, or pursuant to such other procedures as are prescribed by the Act, the Board, on behalf of all owners, shall have the authority to seek relief for the owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

**2.11 LEASE OF DWELLING UNIT:** Any Owner shall have the right to lease (but not less than all) of his Dwelling Unit upon such terms and conditions as the Owner may deem advisable, except, that no Dwelling Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or maid service) are furnished. Any such lease shall be in



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writing, a copy of which must be delivered to the Association, and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. The Board may adopt such rules and regulations applicable to the leasing of Dwelling Units, as it deems advisable or necessary.

## ARTICLE THREE

### Use, Occupancy and maintenance of the Property

#### 3.01 MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS:

(a) Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements located within a Building, boundary walls and roof of any atrium which serves a Dwelling Unit, balconies and the fences enclosing any patios or landscapable areas which are part of the Limited Common Elements shall be furnished by the Board as part of the Common Expenses.

(b) Maintenance, repairs and replacements to the Common Elements shall be furnished by the Association as a Community Expense.

(c) With respect to a particular category or class of Limited Common Elements (other than those specified above and the Exclusive Limited Common Elements appurtenant to a Dwelling Unit), instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a common Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Dwelling Unit at his own expense, or (ii) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Dwelling Units benefitted thereby on the basis of their Undivided interests or in equal shares, whichever the Board feels, in its sole discretion, to be appropriate.

#### 3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING UNITS AND EXCLUSIVE COMMON ELEMENTS:

(a) Each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit, the Exclusive Limited Common Elements and any landscapable areas of any Limited Common Elements appurtenant thereto (including, without limitation, the ground area of any atrium appurtenant to his Dwelling Unit), and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto upon the request of an Owner and may charge a reasonable fee for such services.

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(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit or the exclusive Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other portion of the Condominium Property (i) if such work is made necessary through the fault of the owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and the cost thereof shall be a Common Expense. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

### 3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefitted thereby) for additions, alterations, or improvements to the Common Elements. Subject to the provisions of Section 6.06, the cost of any such work to the Common Elements may be paid out of a special assessment.

(b) Without the prior written consent of the Board an Owner shall not make any additions, alterations or improvements to any part of the Common Elements (other than the Exclusive Limited Common Elements appurtenant to his Dwelling Unit) nor make any additions, alterations or improvements to his Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto if such work alters the structure of the Dwelling Unit alters its exterior appearance or increases the cost of insurance required to be carried by the Board hereunder. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the Owner to remove the addition, alteration or improvement and restore the Condominium Property to its original condition, all at the owner's expense; or

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(2) If the Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

**3.04 DAMAGE CAUSED BY OWNER:** If, due to the act of or the neglect of an Owner, a household pet, a guest, tenant or other authorized occupant or invitee of such owner, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Residential Association.

**3.05 USE RESTRICTIONS:** Except as provided in Article Twelve, each Dwelling Unit shall be used only as a residence; provided, that no Owner shall be precluded with respect to his Dwelling Unit, from maintaining a personal professional library, (ii) Keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom.

**3.06 MECHANIC'S LIENS:** The Board may cause to be discharged any Mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Condominium Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the owners responsible shall be jointly and Severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees and expenses) incurred by reason of such lien.

**3.07 USE AFFECTING INSURANCE:** Nothing shall be done or kept in any Dwelling Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, applicable for residential use, without prior written consent of the Board. No owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.

**3.08 SIGNS:** Except as provided in Article Twelve or permitted by the Board, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be maintained or permitted on the Condominium Property.

**3.09 ANIMALS:** No more than two (2) pets may be kept in any Dwelling Unit. The Board may from time to time adopt rules and Regulations governing the keeping of pets in the Dwelling units. Such rules and regulations may prohibit certain species of pets

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from being kept in the Dwelling Units and may provide that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Dwelling Unit upon three (3) days' written notice from the Board to the Owner of the Dwelling Unit containing such pet, and the decision of the Board shall be final.

3.10 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Condominium Property which would impair the Structural integrity of any building or structure located on the Condominium Property.

3.11 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the; Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units.

3.12 NO UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements except as permitted by rules and regulations of the Board. The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

3.13 RULES AND REGULATIONS: The use and enjoyment of the Condominium Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time, provided that prior to adoption of any such rules, there shall first be held a meeting of the owners to discuss the proposed rules and all Owners are furnished with a copy of the proposed rule. The Board may levy a reasonable charge upon the Owners for a violation of a rule or regulation, in accordance with the procedures set forth in Section 7.05.

3.14 SECURITY FACILITIES: Access to the Development Area (except for access by construction vehicles during the construction of improvements on the Development Area), shall be through the gate comprising part of the Security Facilities along the easterly boundary of the Development Area. The maintenance, repair and replacement of the Security Facilities shall be provided by the Board and the Board shall hire personnel to staff the security gate on a twenty-four hour basis or on such other basis as may be provided for in a resolution adopted by the Voting Members. The Security Expenses shall at all times be part of the Community Expenses payable by the Owners as part of the Community Assessments.

## ARTICLE FOUR

### The Residential Association

4.01 THE RESIDENTIAL ASSOCIATION: The Residential Association is incorporated as a not-for-profit corporation. The Residential Association shall be the governing body for all of the Owners and for the administration and operation of the Buildings as

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provided in the Act, this Declaration and the By-Laws. All agreements and determinations lawfully made by the Residential Association shall be deemed to be binding on all owners and their respective successors and assigns.

## 4.02 MEMBERSHIPS:

(a) There shall be only one class of membership in the Residential Association. The Owner of each Dwelling Unit shall be a member of the Residential Association. There shall be one membership per Unit ownership. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Residential Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

(b) One individual shall be designated as the Voting member for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the owners.

4.03 THE BOARD: From and after the Turnover Date, the Board shall consist of the number of individuals provided for in Section 5.01 of the By-Laws, each of whom shall be an owner or a Voting Member. The Board shall be elected at each annual meeting of the Owners as provided in the By-Laws.

4.04 VOTING RIGHTS: Whenever a vote of the owners of the Residential Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies and each Voting Member shall have one vote.

4.05 MANAGING AGENT: The term of any management agreement covering the management of the Condominium Property shall not exceed two years, and shall be terminable for cause by the Residential Association on thirty (30) days written notice and with out cause or payment of a termination fee by either party on ninety (90) days or less written notice.

4.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor officers of the Residential Association whether elected or designated by the Board shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Residential Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the Residential Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and Expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in

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settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which a director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

## ARTICLE FIVE Insurance/Condemnation

5.01 INSURANCE. Pursuant to Section 12 of the Act, enacted January 2, 2002, and effective as of June 2, 2002, the Board shall have be obligated to and shall the power to obtain insurance for the property according to the following guidelines:

(a) Required Coverage. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes the following:

(1) Property Insurance. Property insurance (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the board of managers, the bare walls, floors, and ceilings of the unit; (ii) providing coverage for special form causes of loss; and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

(2) General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the board, insuring the board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The developer must be included as an additional insured in its capacity as a unit owner, manager, board member, or officer. The unit owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements.

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The insurance must cover claims of one or more insured parties against other insured parties.

(3) Fidelity Bond; Directors and Officers Coverage.

(A) An Association with 6 or more dwelling units must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(B) All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(C) For purposes of paragraphs (A) and (B), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(D) The Board must obtain directors and officers liability coverage at a level deemed reasonable by the board, if not otherwise established by the declaration or bylaws. Directors and officers liability coverage must extend to all contracts and other actions taken by the board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the declaration and bylaws of the Association.

(b) Contiguous Units; Improvements and Betterments. The insurance maintained under subdivision (a)(1) must include the units, the limited common elements except as otherwise determined by the board of managers, and the common elements. The insurance need not cover improvements and betterments to the units installed by unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the units affected. Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed by the developer. Common elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures,

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appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by unit owners.

(c) Deductibles. The Board of the Association may, in the case of a claim for damage to a unit or the common elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the unit owners of the units affected to pay the deductible amount.

(d) Other Coverages. The Declaration may require the Association to carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board considers appropriate to protect the Association, the unit owners, or officers, Directors, or agents of the Association.

(e) Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions:

(1) Each unit owner and secured party is an insured person under the policy with respect to liability arising out of the unit owner's interest in the common elements or membership in the Association.

(2) The insurer waives its right to subrogation under the policy against any unit owner of the condominium or members of the unit owner's household and against the Association and members of the Board.

(3) The unit owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(f) Primary Insurance. If at the time of a loss under the policy there is other insurance in the name of a unit owner covering the same property covered by the policy, the Association's policy is primary insurance.

(g) Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy under Subdivision (a)(1) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored or the Association has been terminated as trustee.



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(h) Mandatory Unit Owner Coverage.

- i. As of the effective date of this Amended and Restated Declaration, all unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or her/his guests, residents, or invitees, or regardless of any negligence, damages originating from the unit. Limits of liability of at least \$100,000 are required.
- ii. The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this provision, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.
- iii. Each unit owner will be responsible to provide the Board with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.
- iv. In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the Association as set forth above, the Board may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the unit owner.
- v. In no event is the board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

(i) Certificates of Insurance. Contractors and vendors (except public utilities) doing business with the association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the association, its Board, and its managing agent as additional insured parties.

(J) Settlement of Claims. Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

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**5.02 OWNER'S RESPONSIBILITY:** Each Owner shall obtain his own insurance on the contents of his own Dwelling Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Dwelling Unit without prior request from the Board and shall reimburse the Board for any additional insurance premiums attributable thereto, and shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

**5.03 WAIVER OF SUBROGATION:** Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Residential Association, its directors and officers, the Developer, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Dwelling Units, or to any personal property located in the Dwelling Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

**5.04 REPAIR OR RECONSTRUCTION:**

(a) In the case of damage by fire or other disaster to a portion of a Building (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Residential Association to repair or reconstruct the Damaged Improvement.

(b) In the case of damage by fire or other disaster to a portion of a Building where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of:

(i) The expiration of thirty (30) days after the final adjustment of the insurance claims; or

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1. The expiration of ninety (90) days after the occurrence which caused the damage.
- (2) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.
- (3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or Reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.
- (4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice as permitted under the Act.
- (5) If (i) The Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above; (ii) the Damaged Improvement is part of a building which contains Dwelling Units; and (iii) the Board does not Record a notice as permitted under the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of Dwelling Units in the building and First Mortgagees representing 75% of the Dwelling Units (by number) subject to First Mortgages in the Building, amend this Declaration to withdraw the Building which includes the Damaged Improvement as permitted under the Act. If a Building is withdrawn, then the amendment shall provide that the portion of the Condominium Property which is so withdrawn shall be owned by the Owners of Dwelling Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined based on the relative Undivided Interests of the Dwelling Units in the building prior to withdrawal. The amendment shall reallocate the Undivided Interests of the remaining Dwelling Units based on the procedure set out in Section 9.02(c). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall

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be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act. From and after the effective date of the amendment referred to above in this paragraph, the Owner of a Dwelling Unit located in the building which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Dwelling Unit if the amendment had not been Recorded.

(c) If the Building is repaired or reconstructed, it shall be done in a workmanlike manner and the Building, as repaired or reconstructed, shall be substantially similar in design and construction to the Building as originally constructed, with any variations or modifications required to comply with applicable law.

(d) If the Building is not repaired or reconstructed, then the damaged portion of the Building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

**5.05 CONDEMNATION:** In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the Residential Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any other proceeds or awards paid to the Residential Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. In the event that part or all of one or more Dwelling Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Dwelling Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Residential Association shall execute and Record an instrument on behalf of the Residential Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the proceeding sentence, the Owner of a Dwelling Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Dwelling Unit in the amendment.

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## ARTICLE SIX

### Assessments

**6.01 CREATION OF LIEN AND PERSONAL OBLIGATION:** Each Owner of a Unit Ownership by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Residential Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

**6.02 PURPOSE OF ASSESSMENTS:** The assessments levied by the Residential Association shall be exclusively for the purposes of Promoting the recreation, health, safety, and welfare of members of the Residential Association, to administer the affairs of the Residential Association, and to pay the Common Expenses.

**6.03 ANNUAL ASSESSMENT:** Each year at least sixty (60) days before the end of the Residential Association's fiscal year, and at least thirty (30) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations:

- (a) The estimated Common Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;
- (c) The estimated net available cash receipts from sources from any leases, licenses or concessions;
- (d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation;
- (e) That portion of the Annual Assessment, if any, which shall be payable by the Owner with respect to his Dwelling Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12th) of the Annual assessment multiplied by the Dwelling Unit's Undivided Interest.

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6.04 PAYMENT OF ASSESSMENTS: On or before the first, day of the Fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Dwelling Unit shall pay to the Residential Association, or as it may direct, that portion of the Annual Assessment, which is payable by such Owner.

6.05 REVISED ASSESSMENT: If the Annual Assessment proves to Exceed funds reasonably needed, then the Board may decrease the Assessments payable under Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a Revised budget for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased assessment.

6.06 SPECIAL ASSESSMENT: The Board may levy a special assessment (i) To pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year's budget. Assessments for additions or alterations to the common elements or to Association owned property not included in the annual budget, shall be separately assessed and shall be subject to approval by the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast at a meeting of the Owners duly called for the purpose of approving the assessment. Each Owner shall be responsible for the payment of the amount of the special assessment multiplied by his Dwelling Unit's Undivided Interest. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 CAPITAL RESERVE: The Residential Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Residential Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Residential association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that percentage of the Annual Assessment which shall be added to the Capital Reserve and shall also disclose (i) which portion thereof is for capital expenditures with respect to the Common Elements and (ii) which portion thereof is for capital expenditures with respect to property owned or to be owned by the Association. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Association as

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agent and trustee for the Owners and such accounts shall be deemed to have been funded by capital contributions to the Residential Association by the Owners.

**6.08 INITIAL CAPITAL CONTRIBUTION:** Upon the closing of the sale of each Dwelling Unit by the Developer to a purchaser for value, the purchasing Owner shall make a capital contribution to the Residential Association in an amount equal to one-sixth (1/6) of the current year's Annual Assessment for that Dwelling Unit, which amount shall be held and used by the Residential Association for its working capital needs.

**6.09 NONPAYMENT OF ASSESSMENTS:** Any assessments or other charges or payments which an owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the contract rate permitted in Illinois, but not to exceed eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by non-use, abandonment or transfer of his Dwelling Unit.

**6.10 RESIDENTIAL ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES:** The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Dwelling Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit ownership as provided in Section 6.01. If for any reason the Owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

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6.11 STATEMENT OF ACCOUNT: Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Residential Association and shall be binding on the Residential Association.

## ARTICLE SEVEN

### Remedies for Breach or Violation

7.01 SELF-HELP BY BOARD: Subject to the provisions of Section 7.05, in the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than twenty (20) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

7.02 INVOLUNTARY SALE: Subject to the provisions of Section 7.05, if any Owner (either by his own conduct or by the conduct of any Resident) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Dwelling Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Dwelling Unit owned by him an account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Condominium Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Dwelling Unit and to immediate possession of the Dwelling Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Dwelling Unit so purchased subject to this Declaration.



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**7.03 FORCIBLE DETAINER:** In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the owner hereunder, the Board shall have the right to take possession of the Owner's Dwelling Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by an "Act in Regard to Forcible Entry and Detainer," as amended and/or re-modified from time to time, and as provided in the Act.

**7.04 OTHER REMEDIES OF THE BOARD:** In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Declaration, the By-Laws, or rules and regulations of the Board, the Board may levy reasonable fines or the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all right and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

**7.05 ENFORCEMENT BY THE BOARD:** Prior to the imposition of any fine and concurrently with the sending of the initial notices described in Section 7.01 and 7.02, the Board shall notify the owner or Resident, as the case may be in writing of the violation of the rule or regulation and the Board's proposed remedy. Any Owner or Resident who receives such notice may, within three (3) days after receipt of such notice, demand a hearing before the Board or its authorized committee. At such hearing a member of the Board shall present to the Owner or Resident the grounds for the notice and the Owner or Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the owner or Resident demands a hearing as herein provided, such hearing shall be held within four (4) days after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Owner or Resident. The decision of the Board or its authorized committee shall be rendered within three (3) days after the hearing and such decision shall be final and binding on the parties.

**7.06 COSTS AND EXPENSES:** All expenses incurred by the Board in connection with the enforcement of the provisions of this Declaration or in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract rate of interest then permitted in

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Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Owners, and the unit ownership, as provided in Section 6.01.

**7.07 ENFORCEMENT BY OWNERS:** Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

## ARTICLE EIGHT Amendment

**8.01 AMENDMENT BY OWNERS:** Subject to the provisions of Article Nine, Section 10.01 and Article Eleven, and except as otherwise provided in Sections 5.06 and 5.07 and the Act, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners representing at least 75% of the Undivided Interests; except that (i) the provisions relating to the rights of Developer may be amended only upon the written consent of the Developer, (ii) the provisions of Article Eleven and the provisions of 'this Article may be amended only with the written consent of all Owners and all First Mortgagees, and (iii) provisions granting rights to the Village of Buffalo Grove may be amended only with the written consent of the Village of Buffalo Grove. No amendment shall become effective until Recorded.

## ARTICLE NINE Rights of First Mortgagees

**9.01 NOTICE TO FIRST MORTGAGEES:** Each Owner shall notify the Residential Association of the name and address of his First Mortgagee or its servicing agent, if any, and shall promptly notify the Residential Association of any change in such information. The Residential Association shall maintain a record of such information with respect to all Dwelling Units. Each First Mortgagee shall have the right to examine the books and records of the Residential Association at any reasonable time and to have an audited statement of the Residential Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Residential Association to the Owner of the Dwelling Unit covered by the First Mortgagee's First Mortgage;

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- (b) Any audited or unaudited financial statements of the Residential Association which are prepared for the Residential Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative; (d) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Residential Association;
- (e) Notice of substantial damage to or destruction of any Dwelling Unit (in excess of \$1,000) or any part of the Common Elements in excess of \$10,000);
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property; or
- (g) Notice of any default of the Owner of the Dwelling Unit which is subject to the First Mortgagee's First Mortgage, where such default is not cured by the Owner within 30 days after the giving of notice by the Residential Association to the Owner of the existence of the default.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Residential Association. Failure of the Residential Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Residential Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Residential Association shall honor the most recent request received.

## 9.02 CONSENT OF FIRST MORTGAGEES:

- (a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding in The aggregate, First Mortgages on at least two-thirds (2/3rds) of the Unit Ownerships (by number) which are subject to First Mortgages will be required for the Residential Association to do or permit to be done any of the following:
  - (1) Adoption of an amendment to this Declaration which (i) changes the Undivided Interests, (ii) changes Section 6.10 or Article Ten, (iii) changes Article Eleven or any other provision of this Declaration or the By-Laws which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, or (v) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Unit Ownership;

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- (2) The abandonment or termination of the condominium;
  - (3) The partition or subdivision of a Dwelling" Unit;
  - (4) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Condominium Property and except for the encumbrance, sale or transfer of an Undivided Interest in connection with the encumbrance, sale or transfer of a Unit Ownership);
  - (5) The sale of the Condominium Property;
  - (6) The removal of a portion of the Condominium Property from the provisions of the Act and this Declaration;
  - (7) The use of or hazard insurance-proceeds for Losses to the Condominium Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such Dwelling Units or Common Elements; provided, that, such consent of First Mortgagees will not be required with respect to any action under (a) through (h) above which occurs as a result of (i) substantial damage due to fire or other casualty (including, without limitation, action taken pursuant to Section 5.06); (ii) a taking of a portion or all of the Condominium Property by condemnation or eminent domain (including, without limitation, action taken pursuant to Section 5.07); or (iii) changes in the Undivided Interests as, permitted under Article Nine.
- (b) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent.

**9.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS:** In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed (i) to deny to the Residential Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium Property or to restore what remains

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of the Condominium Property after condemnation or taking by eminent domain of a part of the condominium Property.

**9.04 ADMINISTRATOR APPROVALS:** Anything herein to the contrary notwithstanding, whenever this Declaration or the by-laws provide for the approval or consent of the Administrator, such approval or consent shall not be required unless the Administrator (a) has issued its condominium project approval of the condominium and such project approval has not terminated, (b) has issued a guarantee of the first mortgage on at least one Dwelling Unit which guarantee is then outstanding, (c) is the owner or holder of a first mortgage on a Dwelling Unit or (d) is the Owner of a Dwelling Unit. Whenever required, such approval or consent shall be deemed granted unless the party seeking the consent or approval is advised to the contrary in writing within thirty (30) days of making the request for consent or approval.

## ARTICLE TEN Miscellaneous

**10.01 SEVERABILITY:** Invalidation of all or any portion of any of the easements, restrictions, covenants conditions and reservations, by legislation, judgment or court order shall not affect liens, charges, rights, benefits and privileges and other provisions of this Declaration which shall remain in full force and effect.

**10.02 NOTICES:** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing, or upon personal delivery to the Owner's Dwelling Unit.

**10.03 CAPTIONS/CONFLICTS:** The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

**10.04 PERPETUITIES AND OTHER INVALIDITY:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of "the President of the United States at the time of Recording of this Declaration.

**10.05 TITLE HOLDING LAND TRUST:** In the event title to any Unit ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or

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beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

**10.06 RIGHTS OF THE VILLAGE OF BUFFALO GROVE:** The Village of Buffalo Grove ("the "Village") shall have the right to come on to the Common Elements for the purpose of furnishing municipal or emergency services to the Owners and the Condominium Property, and for enforcing its traffic and other ordinances and regulations. In addition, the Village shall have the right, but shall not be obligated to, to enforce the performance by the Residential Association or the Owners of their respective duties and obligations as set forth in the provisions of this Declaration, by giving written notice of any default in performance and permitting the Residential Association or the Owners to cure such default within thirty (30) days. If the default is not cured the Village may come upon the Condominium Property to cure such default and charge the cost thereof to the Residential Association, in which event, the cost will be part of the Common Expenses, or the Owners. The Village shall have the right to place a lien upon the Condominium Property or any property owned by the residential association or the owners to ensure payment of the amounts owed the Village, together with any reasonable attorneys fees incurred by the Village in enforcing its rights under the Declaration.

County Clerk's Office

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**EXHIBIT A**  
**TO THE AMENDED AND RESTATED DECLARATION OF**  
**CONDOMINIUM OWNERSHIP FOR LE PARC CONDOMINIUM**  
**ASSOCIATION**

**The Development Area**

LOT 1 IN NORTHWOOD GROVE - UNIT II BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33 AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, AND ALSO A PART OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART THEREOF BEGINNING AT THE MOST SOUTH AND EAST CORNER OF SAID LOT 1, THENCE NORTH 0° 13' 29" WEST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 44° 48' 12" WEST, A DISTANCE OF 19.79 FEET TO A POINT ON THE NORTH LINE OF LAKE-COOK ROAD; THENCE NORTH 89° 49' 53" EAST ALONG SAID NORTH LINE OF LAKE-COOK ROAD, A DISTANCE OF 14.00 FEET TO THE PLACE OF BEGINNING.

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**Voting Roster**  
**Leparc Condominium Assoc**

Account	Primary Owner	Primary Unit Street Address	Unit Type	% Interest	Proxy	Registered
00105-7748	Paul Wolfe	260 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7751	Qiyi Wu & Manna Ma & Shaofeng	262 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-7764	Tom Pore	264 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-7777	Amy Glass	270 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-7780	Jeanne Bobus	272 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00117-6179	Judith Pettickijne	274 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7803	Matt Kas	280 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7816	Thomas Dressing	282 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-7829	Vicky Colley	284 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-7832	Marisa Lazzari	290 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-7845	Daann Glover	292 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-7858	Richard & Trudy Capocconi	294 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7861	Sharon Jin	300 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7874	James & Susan Fletcher	302 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-7887	Lisa Adelmund & Jay Evans	304 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00117-1349	Diagna Lane	310 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-7900	Denice Simon	312 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-7913	Cazary & Agnieszka Maliko	314 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7926	Marci Root	321 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7939	Sam & Ethel Bodenstein	323 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00117-1268	Barbara Graczyk	325 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-7955	Gary W. Keese Jr.	331 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-7968	Lisa Cruz	333 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-7971	James & Laurie Kolpack	335 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7984	Debra Ann Smith	341 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-7997	Peggy St John	343 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-8006	Kelly Bandur	345 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-8019	Barbara Wrobel	351 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-8022	Barbara Parrish	353 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-8035	Mary-Kathleen Hill	355 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00117-7770	Heng Kim	357 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-8051	Melissa Kaplan	359 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-8064	Kathryn Plentkarska	363 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-8077	Brocke Miller	365 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-8080	Patrick & Dena Fleming	371 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00105-8093	Denise Koppit	373 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-8103	Carlene Buck	375 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-8116	Aleh Toker	381 Leparc Circle	02 -- Unit Type 02	0.47630000%		
00105-8129	Steven Dell	383 Leparc Circle	04 -- Unit Type 04	0.61120000%		
00105-8132	Joanne M Kerwin	385 Leparc Circle	03 -- Unit Type 03	0.57920000%		
00117-8384	Darron Damasius	391 Leparc Circle	03 -- Unit Type 03	0.57920000%		
		393 Leparc Circle	04 -- Unit Type 04	0.61120000%		





Fri May 23, 2003 09:37 am  
 Report: dwr\_votting\_roster

Voting Roster  
 LeParc Condominium Assoc

User: jehlar  
 Julie Chilar

Account	Primary Owner	Primary Unit Street Address	Unit Type	% Interest	Proxy	Registered
00105-8158	Linda Sugar	395 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8161	Michael Lens	401 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8174	Gordon & Margaret Barton	403 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8187	Darlene Fellin	405 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8190	Dennis Vietmeier	411 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8200	Jordan Levin	413 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8213	Alden Silafel	415 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8226	John & Sharon Swiatek	420 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8239	Patrick Foley	421 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8242	Lynn Kuhlrow	422 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8255	Eileen French	422 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8268	Colleen Kling	423 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8271	Albert Burman	424 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8284	Paul Christensen	425 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8297	Susumu & Michiye Hirota	430 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8307	Richard & Esther Goodman	431 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8310	Matthew Bae & Sung Hee Kim	432 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8323	Roman Fallusbsansky	433 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8336	Eric & Shannon English	434 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8349	Lori Puerscher	435 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8352	Oleg Shokodko	440 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8365	Judith Brodner	441 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00118-2862	David Gago	442 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8381	Susan Ma	443 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8394	K Denise Henderson	444 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8404	Joseph & Pat Kalovich	445 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8417	Shay & Violet Allma	450 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8420	Joan Hens	451 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8433	Brett Staler	452 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8446	Rachael Kim	453 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00117-5662	Edmund Zalechowski	454 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8462	George Rueckemann	457 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8475	Pamela Kontos	460 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8488	Caron Woolman	461 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-8491	Christine Zenko & Chrystle Leu	462 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00116-8653	Donald Sheridan	463 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8614	Henrietta Snyder	464 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8527	Diane Turner	465 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8530	Marilyn Desens	470 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8543	Bruce & Beth Abrams	471 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8556	Darinn Kim	472 Le parc Circle	04 -- Unit Type 04	0.61120000%		
		473 Le parc Circle	04 -- Unit Type 04	0.61120000%		

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Voting Roster  
 LeParc Condominium Assoc

User: jahnar  
 Julie Chiar

Account	Primary Owner	Primary Unit Street Address	Unit Type	% Interest	Proxy	Registered
00105-8569	Norbert Sikiewicz	474 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8572	Apinder Singh	475 LeParc Circle	01 -- Unit Type 01	0.47530000%		
00105-8585	Dmitry Margolin	481 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8598	Marybeth Guelzloff	483 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8608	Donna Wolfe	485 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8611	Ka Lok	491 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00116-4055	Eun Choi	493 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8637	Cheryl Sampy	495 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8640	Elena & Yourey Karadjov	501 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8653	Judith Evans Kupfer	503 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8666	Bauy Bakal	505 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8679	Carol Tarstano	511 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8682	Bob & Patricia Veller	513 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8695	Scott Zieher	515 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8705	Nancy Dyo	521 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8718	Danuta Wysocka	523 LeParc Circle	03 -- Unit Type 03	0.61120000%		
00105-8721	Maybelle Dimaria	525 LeParc Circle	04 -- Unit Type 04	0.57920000%		
00105-8734	Brandyn Stern & Lisa Melcher	531 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8747	Joshua Williams	533 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8750	Barbara Kuhn	535 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8763	Samir G Rihani	541 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8776	Ryan & Lori Johnston	543 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8789	Carol Kamafel	545 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8792	Dean & Jill Barber	551 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8802	Michael Lubelfeld	553 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8815	Carl Lynn Reporta	555 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8828	Howard Sulzer	560 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8831	Barbara Reise	561 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8844	Eric Joseph	562 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8857	Kenneth Corin	563 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8860	Ross Forman	564 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8873	Hua Cui	565 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8886	Linda Hirsch	570 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8899	Fabiana Gordon	571 LeParc Circle	03 -- Unit Type 03	0.57920000%		
00105-8909	Dimitri	572 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8912	Brennan Wright	573 LeParc Circle	04 -- Unit Type 04	0.61120000%		
00105-8925	Shaul & Menashe Basa	574 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8938	Pior Halder	575 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8941	Mariene Moclure	580 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8954	Ewa Cieplazuk	581 LeParc Circle	02 -- Unit Type 02	0.47630000%		
00105-8967	Rodney Crandell	582 LeParc Circle	04 -- Unit Type 04	0.61120000%		

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Voting Roster  
 LeParc Condominium Assoc

User: jchlar  
 Julie Chlar

Account	Primary Owner	Primary Unit Street Address	Unit Type	% Interest	Proxy	Registered
00105-8970	Emanuel & Marylane Nuccio	583 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-8983	Patricia O'Brien	584 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-8996	Boris & Ioca Kogan-shats	585 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9005	Karen Stevens	590 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9018	Gerald Erazmus	591 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00117-8397	Surash Ramalingam	592 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9034	Tahir & Freida Khurshid	593 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9047	Lynne Hirte	594 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9050	Marcia Koldan	595 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9063	Douglas Carpenter	600 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9076	Jennifer Riggs	601 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9089	Cazar Froelich	602 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9092	Fareed & Farhana Uddin	603 Le parc Circle	04 -- Unit Type 04	0.57920000%		
00105-9102	Tom Mussett	604 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9115	Nancy Rathslay	605 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9128	Sharon Tracy	610 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9131	Leo & Maria Fishman	611 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9144	Paul & Marilyn Kukowski	612 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9157	Daniel Holm	613 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9160	Bruce & Maryann Dziubla	614 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9173	Andrew Stegman	615 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9186	Wendy Tom	620 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9199	James & Virginia Bohm	621 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9209	Larry & Leslie Fulhorst	622 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9212	Chuan Wang	623 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9225	Phillip & Sara Alexander	624 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9238	Ronald Shor	625 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9241	Leonard Eisner	630 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9254	Lunglie A Nithambu	631 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9267	Charlotte Ehrlich	632 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9283	Beata Gozdera	633 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9296	Bruce Pearson	634 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9306	Chester Bruzik	635 Le parc Circle	01 -- Unit Type 01	0.47530000%		
00105-9319	Renee E Imm	640 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9322	Debbie Kish	641 Le parc Circle	02 -- Unit Type 02	0.47630000%		
00105-9335	David Berrington	642 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9348	Scott & Dawn Berks	643 Le parc Circle	04 -- Unit Type 04	0.61120000%		
00105-9351	Tomasz Prazmowski	644 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9364	Dorothy & Cheryl King	645 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9377	Jeanne & Robert Tyborowski	650 Le parc Circle	03 -- Unit Type 03	0.57920000%		
00105-9377	Roberta Cohen	651 Le parc Circle	03 -- Unit Type 03	0.57920000%		

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Voting Roster  
 LeParc Condominium Assoc

User: jchlar  
 Julie Chlar

Account	Primary Owner	Primary Unit Street Address	Unit Type	% Interest	Proxy	Registered
00105-9380	Edgar Valencia	652 LeParc Circle	04 -- Unit Type 04	0.61120000%	-----	-----
00117-1831	Robert Dechna	653 LeParc Circle	04 -- Unit Type 04	0.61120000%	-----	-----
00105-9403	Ernest Kezios	654 LeParc Circle	02 -- Unit Type 02	0.47630000%	-----	-----
00105-9416	Martha E. Foley	655 LeParc Circle	02 -- Unit Type 02	0.47630000%	-----	-----
00105-9429	Frank Cincinello	661 LeParc Circle	02 -- Unit Type 02	0.47630000%	-----	-----
00105-9432	Vadim & Stella Mikhail	663 LeParc Circle	04 -- Unit Type 04	0.61120000%	-----	-----
00105-9445	Zhanna Parylis	665 LeParc Circle	03 -- Unit Type 03	0.57920000%	-----	-----
00117-9671	Anthony Pladino	671 LeParc Circle	03 -- Unit Type 03	0.57920000%	-----	-----
00105-9461	Jean OrNSTEIN	673 LeParc Circle	04 -- Unit Type 04	0.61120000%	-----	-----
00105-9474	Harold & Patricia Baker	675 LeParc Circle	02 -- Unit Type 02	0.47630000%	-----	-----
00105-9487	Shawn & Sandra Tresselt	681 LeParc Circle	02 -- Unit Type 02	0.47630000%	-----	-----
00105-9490	Panagiotis Kingakis	683 LeParc Circle	04 -- Unit Type 04	0.61120000%	-----	-----
00105-9500	David & Olga Thurman	685 LeParc Circle	03 -- Unit Type 03	0.57920000%	-----	-----
00105-9513	Austin Whipple	691 LeParc Circle	03 -- Unit Type 03	0.57920000%	-----	-----
00105-9526	Vojko Simoncic	693 LeParc Circle	04 -- Unit Type 04	0.61120000%	-----	-----
00105-9539	Michael Stanton	695 LeParc Circle	02 -- Unit Type 02	0.47630000%	-----	-----

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## THE BY-LAWS OF THE LEPARC CONDOMINIUM ASSOCIATION an Illinois not-for-profit corporation

### ARTICLE I Name of Corporation

**1.01 NAME OF CORPORATION:** The name of this corporation is LeParc Condominium Association.

### ARTICLE II Purpose and Powers

**2.01 PURPOSES:** The purposes of this Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit "E" to the Declaration of Condominium Ownership for the LeParc Condominium Association ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

**2.02 POWERS:** The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois, the Illinois Condominium Property Act ("Act"), the Declaration and these By-Laws.

**2.03 PERSONAL APPLICATION:** All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Dwelling Unit or the act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

### ARTICLE III Offices

**3.01 REGISTERED OFFICE:** The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

Exhibit "C"

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**3.02 PRINCIPAL OFFICE:** The Association's principal office shall be maintained on the Development Area or at the office of the managing agent engaged by the Association.

## ARTICLE IV Meetings of Members

**4.01 VOTING RIGHTS:** The Association shall have one class of membership. There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Dwelling Unit is one individual, then such individual shall be the Voting Member. If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual Owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusive in the Voting Members, provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have one vote for each Dwelling Unit which he represents.

**4.02 PLACE OF MEETING; QUORUM:** Meetings of the Owners shall be held on the Condominium Property or at such other place in the County in which the Condominium Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions of parliamentary procedure. Voting Members holding twenty percent (20%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of two-thirds (2/3) of the votes entitled to be cast shall be required for the following actions:

- (a) Merger or consolidation of the Association; and
- (b) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association.
- (c) The purchase or sale of land or of units on behalf of all unit owners

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**4.03 ANNUAL MEETINGS:** There shall be an annual meeting of the Owners within thirty (30) days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board.

**4.04. SPECIAL MEETINGS:** Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least twenty-five percent (25%) of the votes.

**4.05 NOTICE OF MEMBERSHIP MEETINGS:** Written notice of any membership meeting shall be mailed or personally delivered and posted conspicuously on the Condominium Property, giving Owners not less than ten (10) nor more than thirty (30) days' notice of the time, place and purpose of the meeting.

## ARTICLE V Board of Directors

**5.01 IN GENERAL:** The affairs of the Association and the direction and administration of the Condominium Property shall be vested in the Board, which (after the Turnover Date) shall consist of seven persons. The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not For Profit Corporation Act of the State of Illinois.

**5.02 ELECTION:** At each election for members of the Board, each Voting Member for each Dwelling Unit which he represents shall be entitled to the number of votes equal to the number of the Directors to be elected and cumulative voting shall not be permitted; provided that a Resident who is a contract purchaser of a Dwelling Unit from a contract seller other than the Developer shall have the right to vote for Directors after the Turnover Date unless such contract seller expressly retains such right in writing. At the initial meeting of the Owners, a full Board of Directors shall be elected, four (4) of whom shall serve a two (2) year term and three (3) of whom shall serve a one (1) year term. The four (4) candidates receiving the highest number of votes shall be elected to serve a two (2) year term, and the three (3) candidates receiving the next highest number of the votes shall be elected to serve a one (1) year term. Thereafter, all Directors shall serve two (2) year terms. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office.

**5.03 ANNUAL MEETINGS:** The Board shall hold an annual Board meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Directors at annual meeting of the Owners.

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**5.04 REGULAR MEETINGS:** Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that from and after the Turnover Date, not less than four (4) such meetings shall be held during each fiscal year.

**5.05 SPECIAL MEETINGS:** Special meetings of the Board may be called by the President or by 25% of the Directors then serving.

**5.06 NOTICE OF BOARD MEETINGS:** Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Notice of each meeting of the Board shall also be conspicuously posted on the Condominium Property at least forty-eight (48) hours prior to the meeting.

**5.07 OPEN MEETINGS:** Each meeting of the Board, to the extent required by law, shall be open to any Owner, except for the portion of the meeting held (i) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of any employee, or (iii) to discuss violations of rules and regulations of the association or a unit owner's unpaid share of the common expenses; that any vote on these matters shall be taken at a meeting or portion thereof required to be open by this Declaration. Notice of Board meetings shall be mailed or personally delivered and posted conspicuously upon the Condominium Property at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of the Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

**5.08 QUORUM:** A majority of the Directors serving from time to time shall constitute a quorum for the election of the officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

**5.09 COMPENSATION/REIMBURSEMENT FOR EXPENSES:** No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.



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**5.10 REMOVAL OR RESIGNATION OF DIRECTOR:** Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose or by action of the Board if said Director misses three (3) successive meetings without cause. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at a meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by two thirds of the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

**5.11 POWERS AND DUTIES OF THE BOARD:** The board of managers shall exercise for the association all powers, duties and authority vested in the association by law or the condominium instruments except for such powers, duties and authority reserved by law to the members of the association. The powers and duties of the board of managers shall include, but shall not be limited to, the following:

(a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the common elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in the declaration placing limits on expenditures for the common elements, provided that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the common elements. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the common elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in item (iv) of subparagraph (8) of paragraph (a) of Section 18, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the board of managers, upon written petition by unit owners with 20% of the votes of the association delivered to the board within 14 days of the board action to approve the expenditure, shall call a meeting of the unit owners within 30 days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the unit owners are cast at the meeting to reject the expenditure, it is ratified.

- (b) To prepare, adopt and distribute the annual budget for the property.
- (c) To levy and expend assessments.
- (d) To collect assessments from unit owners.

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- (e) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common elements.
- (f) To obtain adequate and appropriate kinds of insurance.
- (g) To own, convey, encumber, lease, and otherwise deal with units conveyed to or purchased by it.
- (h) To adopt and amend rules and regulations covering the details of the operation and use of the property, after a meeting of the unit owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at the meeting of the unit owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of this Act or the condominium instruments.
- (i) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.
- (j) To have access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to other units.
- (k) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium.
- (l) To impose charges for late payment of a unit owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the declaration, by-laws, and rules and regulations of the association.
- (m) To assign the right of the association to future income from common expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the association.
- (n) To record the dedication of a portion of the common elements to a public body for use as, or in connection with, a street or utility where authorized by the unit owners under the provisions of Section 14.2.

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(o) To record the granting of an easement for the laying of cable television cable where authorized by the unit owners under the provisions of Section 14.3, to obtain, if available and determined by the board to be in the best interests of the association, cable television service for all of the units of the condominium on a bulk identical service and equal cost per unit basis; and to assess and recover the expense as a common expense and if so determined by the board, to assess each and every unit on the same equal cost per unit basis.

(p) To seek relief on behalf of all unit owners when authorized pursuant to subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or changes of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.

(q) To reasonably accommodate the needs of a handicapped unit owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of common elements or approval of modifications in an individual unit.

(r) Subject to the provisions of Section 4.05 of the Declaration, to engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;

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

(t) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;

## ARTICLE VI Officers

**6.01 OFFICERS:** The officers of the Association shall be a President, one or more Vice Presidents, a Secretary and a Treasurer and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors. Other than the President, a person may hold more than one office.

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**6.02 VACANCY OF OFFICE:** Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

**6.03 POWERS OF OFFICERS:** The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including, without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws;

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office and other duties assigned by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of the President on an interim basis;

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the corporate seal of the Association and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Act, the Declaration or these By-Laws;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

**6.04 OFFICERS' COMPENSATION:** The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

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## ARTICLE VII Committees Designated By Board

**7.01 BOARD COMMITTEES:** The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

**7.02 SPECIAL COMMITTEES:** Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

**7.03 TERM:** Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**7.04 CHAIRMAN:** One member of each committee shall be appointed chairman.

**7.05 VACANCIES:** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**7.06 QUORUM:** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**7.07 RULES:** Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

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## ARTICLE VIII

### Instruments, Checks, Deposits and Funds

**8.01 EXECUTION OF INSTRUMENTS:** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

**8.02 PAYMENTS:** All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

**8.03 BANK ACCOUNTS:** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

**8.04 SPECIAL RECEIPTS:** The Board may accept on behalf of the Association any contribution, gift, request, or devise for the general purposes or for any special purpose of the Association.

## ARTICLE IX

### Fiscal Management

**9.01 FISCAL YEAR:** The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

**9.02 ANNUAL STATEMENT:** Within a reasonable time after the close of each fiscal year, the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the Common Expenses were incurred or paid for capital expenditures or repairs or the payment of the real estate taxes, and with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

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**9.03 ASSESSMENT PROCEDURE:** Annual assessments and special assessments shall be made and collected as provided in Article SIX of the Declaration, and the provisions of Article SIX are incorporated herein by reference.

## ARTICLE X Books and Records

### **10.01 RECORDS OF THE ASSOCIATION - AVAILABILITY FOR EXAMINATION.**

(a) The board of managers of every association shall keep and maintain the following records, or true and complete copies of these records, at the association's principal office:

- (1) the association's declaration, bylaws, and plats of survey, and all amendments of these;
- (2) the rules and regulations of the association, if any;
- (3) if the association is incorporated as a corporation, the articles of incorporation of the association and all amendments to the articles of incorporation;
- (4) minutes of all meetings of the association and its board of managers for the immediately preceding seven (7) years;
- (5) all current policies of insurance of the association;
- (6) all contracts, leases, and other agreements then in effect to which the association is a party or under which the association or the unit owners have obligations or liabilities;
- (7) a current listing of the names, addresses, and weighted vote of all members entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the members of the association during the immediately preceding twelve (12) months, including but not limited to the election of members of the board of managers; and
- (9) the books and records of account for the association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

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(b) Any member of an association shall have the right to inspect, examine, and make copies of the records described in subdivisions (1), (2), (3), (4), and (5) of subsection (a) of this Section, in person or by agent, at any reasonable time or times, at the association's principal office. In order to exercise this right, a member must submit a written request to the association's board of managers or its authorized agent, stating with particularity the records sought to be examined. Failure of an association's board of managers to make available all records so requested within 30 days of receipt of the member's written request shall be deemed a denial.

Any member who prevails in an enforcement action to compel examination of records described in subdivisions (1), (2), (3), (4), and (5) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the association.

(c) Except as otherwise provided in subsection (f) of this Section, any member of an association shall have the right to inspect, examine, and make copies of the records described in subdivisions (6), (7), (8), and (9) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for a proper purpose, at the association's principal office. In order to exercise this right, a member must submit a written request, to the association's board of managers or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of subsection (f) of this Section, failure of an association's board of managers to make available all records so requested within 30 business days of receipt of the member's written request shall be deemed a denial; provided, however, that the board of managers of an association that has adopted a secret ballot election process as provided in Section 18 of this Act shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within 30 days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (6), (7), (8), and (9) of subsection (a) of this Section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose. Any member who prevails in an enforcement action to compel examination of records described in subdivisions (6), (7), (8), and (9) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the association only if the court finds that the board of directors acted in bad faith in denying the member's request.



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(d) The actual cost to the association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the association of reproducing the records shall also be charged by the association to the requesting member.

(e) Notwithstanding the provisions of subsection (e) of this Section, unless otherwise directed by court order, an association need not make the following records available for inspection, examination, or copying by its members:

(1) documents relating to appointment, employment, discipline, or dismissal of association employees;

(2) documents relating to actions pending against or on behalf of the association or its board of managers in a court or administrative tribunal;

(3) documents relating to actions threatened against, or likely to be asserted on behalf of, the association or its board of managers in a court or administrative tribunal;

(4) documents relating to common expenses or other charges owed by a member other than the requesting member; and

(5) documents provided to an association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

## ARTICLE XI

### Seal

**11.01 SEAL:** The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal", Illinois.

## ARTICLE XII

### Amendments

**12.01 AMENDING THE BY-LAWS:** These By-Laws may be amended or modified at any time, or from time to time, in the same manner as provided in Article VIII of the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act. No amendment to these By-Laws shall become effective until Recorded.

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<u>Address</u>	<u>% of Ownership</u>	<u>Address</u>	<u>% of Ownership</u>
260 Le Parc Circle	.5212	365 Le Parc Circle	.5288
262 Le Parc Circle	.6167	371 Le Parc Circle	.5288
264 Le Parc Circle	.5288	373 Le Parc Circle	.6167
270 Le Parc Circle	.5288	375 Le Parc Circle	.5212
272 Le Parc Circle	.6167	381 Le Parc Circle	.5212
274 Le Parc Circle	.5212	383 Le Parc Circle	.6167
280 Le Parc Circle	.5212	385 Le Parc Circle	.5288
282 Le Parc Circle	.6167	391 Le Parc Circle	.5288
284 Le Parc Circle	.5288	393 Le Parc Circle	.6167
290 Le Parc Circle	.5288	395 Le Parc Circle	.5212
292 Le Parc Circle	.6167	401 Le Parc Circle	.5212
294 Le Parc Circle	.5212	403 Le Parc Circle	.6167
300 Le Parc Circle	.5212	405 Le Parc Circle	.5288
302 Le Parc Circle	.6167	411 Le Parc Circle	.5288
304 Le Parc Circle	.5288	413 Le Parc Circle	.6167
310 Le Parc Circle	.5288	415 Le Parc Circle	.5212
312 Le Parc Circle	.6167	420 Le Parc Circle	.5212
314 Le Parc Circle	.5212	421 Le Parc Circle	.5212
321 Le Parc Circle	.5212	422 Le Parc Circle	.6167
323 Le Parc Circle	.6167	423 Le Parc Circle	.6167
325 Le Parc Circle	.5288	424 Le Parc Circle	.5288
331 Le Parc Circle	.5288	425 Le Parc Circle	.5288
333 Le Parc Circle	.6167	430 Le Parc Circle	.5288
335 Le Parc Circle	.5212	431 Le Parc Circle	.5288
341 Le Parc Circle	.5212	432 Le Parc Circle	.6167
343 Le Parc Circle	.6167	433 Le Parc Circle	.6167
345 Le Parc Circle	.5288	434 Le Parc Circle	.5212
351 Le Parc Circle	.5288	435 Le Parc Circle	.5212
353 Le Parc Circle	.6167	440 Le Parc Circle	.5212
355 Le Parc Circle	.5212	441 Le Parc Circle	.5212
361 Le Parc Circle	.5212	442 Le Parc Circle	.6167
363 Le Parc Circle	.6167	443 Le Parc Circle	.6167

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<u>Address</u>	<u>% of Ownership</u>	<u>Address</u>	<u>% of Ownership</u>
444 Le Parc Circle	.5288	553 Le Parc Circle	.6167
445 Le Parc Circle	.5288	555 Le Parc Circle	.5212
450 Le Parc Circle	.5288	560 Le Parc Circle	.5212
451 Le Parc Circle	.5288	561 Le Parc Circle	.5212
452 Le Parc Circle	.6167	562 Le Parc Circle	.6167
453 Le Parc Circle	.6167	563 Le Parc Circle	.6167
454 Le Parc Circle	.5212	564 Le Parc Circle	.5288
455 Le Parc Circle	.5212	565 Le Parc Circle	.5288
460 Le Parc Circle	.5212	570 Le Parc Circle	.5288
461 Le Parc Circle	.5212	571 Le Parc Circle	.5288
462 Le Parc Circle	.6167	572 Le Parc Circle	.6167
463 Le Parc Circle	.6167	573 Le Parc Circle	.6167
464 Le Parc Circle	.5288	574 Le Parc Circle	.5212
465 Le Parc Circle	.5288	575 Le Parc Circle	.5212
470 Le Parc Circle	.5288	580 Le Parc Circle	.5212
471 Le Parc Circle	.5288	581 Le Parc Circle	.5212
472 Le Parc Circle	.6167	582 Le Parc Circle	.6167
473 Le Parc Circle	.6167	583 Le Parc Circle	.6167
474 Le Parc Circle	.5212	584 Le Parc Circle	.5288
475 Le Parc Circle	.5212	585 Le Parc Circle	.5288
481 Le Parc Circle	.5212	590 Le Parc Circle	.5288
483 Le Parc Circle	.6167	591 Le Parc Circle	.5288
485 Le Parc Circle	.5288	592 Le Parc Circle	.6167
491 Le Parc Circle	.5288	593 Le Parc Circle	.6167
493 Le Parc Circle	.6167	594 Le Parc Circle	.5212
495 Le Parc Circle	.5212	595 Le Parc Circle	.5212
501 Le Parc Circle	.5212	600 Le Parc Circle	.5212
503 Le Parc Circle	.6167	601 Le Parc Circle	.5212
505 Le Parc Circle	.5288	602 Le Parc Circle	.6167
511 Le Parc Circle	.5288	603 Le Parc Circle	.6167
513 Le Parc Circle	.6167	604 Le Parc Circle	.5288
515 Le Parc Circle	.5212	605 Le Parc Circle	.5288
521 Le Parc Circle	.5212	610 Le Parc Circle	.5288
523 Le Parc Circle	.6167	611 Le Parc Circle	.5288
525 Le Parc Circle	.5288	612 Le Parc Circle	.6167
531 Le Parc Circle	.5288	613 Le Parc Circle	.6167
533 Le Parc Circle	.6167	614 Le Parc Circle	.5212
535 Le Parc Circle	.5212	615 Le Parc Circle	.5212
541 Le Parc Circle	.5212	620 Le Parc Circle	.5212
543 Le Parc Circle	.6167	621 Le Parc Circle	.5212
545 Le Parc Circle	.5288	622 Le Parc Circle	.6167
551 Le Parc Circle	.5288	623 Le Parc Circle	.6167

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<u>Unit No.</u>	<u>County</u>	<u>P.I.N.</u>
302 Le Parc Circle	Lake	
304 Le Parc Circle	Lake	
310 Le Parc Circle	Lake	
312 Le Parc Circle	Lake	
314 Le Parc Circle	Lake	
321 Le Parc Circle	Lake	
323 Le Parc Circle	Lake	
325 Le Parc Circle	Lake	
331 Le Parc Circle	Lake	
333 Le Parc Circle	Lake	
335 Le Parc Circle	Lake	
341 Le Parc Circle	Lake	
343 Le Parc Circle	Lake	
345 Le Parc Circle	Lake	
351 Le Parc Circle	Lake	
353 Le Parc Circle	Lake	
355 Le Parc Circle	Lake	
361 Le Parc Circle	Lake	
363 Le Parc Circle	Lake	
365 Le Parc Circle	Lake	
371 Le Parc Circle	Lake	
373 Le Parc Circle	Lake	
375 Le Parc Circle	Lake	
381 Le Parc Circle	Lake	
383 Le Parc Circle	Lake	
385 Le Parc Circle	Lake	
391 Le Parc Circle	Lake	
393 Le Parc Circle	Lake	
395 Le Parc Circle	Lake	
401 Le Parc Circle	Lake	
403 Le Parc Circle	Lake	
405 Le Parc Circle	Lake	
411 Le Parc Circle	Lake	
413 Le Parc Circle	Lake	
415 Le Parc Circle	Lake	
420 Le Parc Circle	Lake	
421 Le Parc Circle	Lake	
422 Le Parc Circle	Lake	
423 Le Parc Circle	Lake	
424 Le Parc Circle	Lake	
425 Le Parc Circle	Lake	
430 Le Parc Circle	Lake	
431 Le Parc Circle	Lake	
432 Le Parc Circle	Lake	
433 Le Parc Circle	Lake	

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<u>Unit No.</u>	<u>County</u>	<u>P.I.N.</u>
434 Le Parc Circle	Lake	
435 Le Parc Circle	Lake	
440 Le Parc Circle	Lake	
441 Le Parc Circle	Lake	
442 Le Parc Circle	Lake	
443 Le Parc Circle	Lake	
444 Le Parc Circle	Lake	
445 Le Parc Circle	Lake	
450 Le Parc Circle	Lake	
451 Le Parc Circle	Lake	
452 Le Parc Circle	Lake	
453 Le Parc Circle	Lake	
454 Le Parc Circle	Lake	
455 Le Parc Circle	Lake	
460 Le Parc Circle	Lake	
461 Le Parc Circle	Lake	
462 Le Parc Circle	Lake	
463 Le Parc Circle	Lake	
464 Le Parc Circle	Lake	
465 Le Parc Circle	Lake	
470 Le Parc Circle	Lake	
471 Le Parc Circle	Lake	
472 Le Parc Circle	Lake	
473 Le Parc Circle	Lake	
474 Le Parc Circle	Lake	
475 Le Parc Circle	Lake	
481 Le Parc Circle	Lake	
483 Le Parc Circle	Lake	
485 Le Parc Circle	Lake	
491 Le Parc Circle	Lake	
493 Le Parc Circle	Lake	
495 Le Parc Circle	Lake	
501 Le Parc Circle	Lake	
503 Le Parc Circle	Lake	
505 Le Parc Circle	Lake	
511 Le Parc Circle	Lake	
513 Le Parc Circle	Lake	
515 Le Parc Circle	Lake	
521 Le Parc Circle	Lake	
523 Le Parc Circle	Lake	
525 Le Parc Circle	Lake	
531 Le Parc Circle	Lake	
533 Le Parc Circle	Lake	
535 Le Parc Circle	Lake	

## UNOFFICIAL COPY

<u>Unit No.</u>	<u>County</u>	<u>P.I.N.</u>	2117
541 Le Parc Circle	Lake		
543 Le Parc Circle	Cook	03-03-100-053-1014	56
545 Le Parc Circle	Lake		
551 Le Parc Circle	Lake		
553 Le Parc Circle	Lake		
555 Le Parc Circle	Lake		
560 Le Parc Circle	Lake		
561 Le Parc Circle	Lake		
562 Le Parc Circle	Lake		
563 Le Parc Circle	Lake		
564 Le Parc Circle	Lake		
565 Le Parc Circle	Lake		
570 Le Parc Circle	Lake		
571 Le Parc Circle	Lake		
572 Le Parc Circle	Lake		
573 Le Parc Circle	Lake		
574 Le Parc Circle	Lake		
575 Le Parc Circle	Lake		
580 Le Parc Circle	Lake		
581 Le Parc Circle	Lake		
582 Le Parc Circle	Lake		
583 Le Parc Circle	Lake		
584 Le Parc Circle	Lake		
585 Le Parc Circle	Lake		
590 Le Parc Circle	Lake		
591 Le Parc Circle	Lake		
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593 Le Parc Circle	Lake		
594 Le Parc Circle	Lake		
595 Le Parc Circle	Lake		
600 Le Parc Circle	Lake		
601 Le Parc Circle	Lake		
602 Le Parc Circle	Lake		
603 Le Parc Circle	Lake		
604 Le Parc Circle	Lake		
605 Le Parc Circle	Lake		
610 Le Parc Circle	Lake		
611 Le Parc Circle	Cook	03-03-100-053-1013	55
612 Le Parc Circle	Lake		
613 Le Parc Circle	Lake		
614 Le Parc Circle	Lake		
615 Le Parc Circle	Lake		
620 Le Parc Circle	Lake		
621 Le Parc Circle	Lake		

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<u>Unit No.</u>	<u>County</u>	<u>P.I.N.</u>	
622 Le Parc Circle	Lake	03-03-100-053-1009	43
623 Le Parc Circle	Cook		
624 Le Parc Circle	Lake	03-03-100-053-1010	44
625 Le Parc Circle	Cook		
630 Le Parc Circle	Lake	03-03-100-053-1011	45
631 Le Parc Circle	Cook		
632 Le Parc Circle	Lake	03-03-100-053-1012	46
633 Le Parc Circle	Cook		
634 Le Parc Circle	Lake		
635 Le Parc Circle	Lake		
640 Le Parc Circle	Lake		
641 Le Parc Circle	Lake		
642 Le Parc Circle	Lake	03-03-100-053-1005	33
643 Le Parc Circle	Cook		
644 Le Parc Circle	Lake	03-03-100-053-1006	34
645 Le Parc Circle	Cook		
650 Le Parc Circle	Lake	03-03-100-053-1007	35
651 Le Parc Circle	Cook		
652 Le Parc Circle	Lake	03-03-100-053-1008	36
653 Le Parc Circle	Cook		
654 Le Parc Circle	Lake		
655 Le Parc Circle	Lake		
661 Le Parc Circle	Lake	03-03-100-053-1001	23
663 Le Parc Circle	Cook	03-03-100-053-1002	24
665 Le Parc Circle	Cook	03-03-100-053-1003	25
671 Le Parc Circle	Cook	03-03-100-053-1004	26
673 Le Parc Circle	Cook		
675 Le Parc Circle	Lake		
681 Le Parc Circle	Lake		
683 Le Parc Circle	Lake		
685 Le Parc Circle	Lake		
691 Le Parc Circle	Lake		
693 Le Parc Circle	Lake		
695 Le Parc Circle	Lake		

2/15

Property of Cook County Clerk's Office