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**AMENDED AND RESTATED
DECLARATION OF
CONDOMINIUM OWNERSHIP
FOR THE HERITAGE MANOR IN
PALATINE CONDOMINIUM
ASSOCIATION**

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM/ OWNERSHIP FOR THE HERITAGE MANOR IN PALATINE CONDOMINIUM ASSOCIATION

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR
THE HERITAGE MANOR IN PALATINE CONDOMINIUM ASSOCIATION**

This Amended and Restated Declaration is made and entered into by the Board of Directors of the Heritage Manor in Palatine Condominium Association (formerly known as the Ivy Glen Palatine Condominium Association), in accordance with Section 27 of the Illinois Condominium Property Act [765 ILCS 605/27] (the "Act") whereby the Board of Directors by a two-thirds (2/3) majority vote can amend the Declaration in order to conform with the Act.

This Amended and Restated Declaration of Condominium Ownership was approved on the 21st day of September, 1998, by an instrument in writing signed by no less than two-thirds (2/3) of the Board of Directors.

This Amended and Restated Declaration of Condominium Ownership incorporates all of the changes in the law implemented since the adoption of the original Declaration. Such changes that supersede provisions of the original Declaration are incorporated herein.

WITNESSETH:

WHEREAS, the original developer submitted a certain parcel of real estate, legally described in Exhibit A, to the provisions of the Act, as amended from time to time, and established for all future owners or occupants of the Property certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the developer created the Ivy Glen Palatine Condominium Association by recording a certain Declaration of Condominium Ownership ("original Declaration") in the office of the Recorder of Deeds of Cook County on December 21, 1972 as Document Number 22165443; and

WHEREAS, the developer recorded a Fourth Amendment to the Original Declaration on March 24, 1976 as Document Number 23430468, which among other items, changed the name of the Association to Heritage Manor in Palatine Condominium Association ("Association");

WHEREAS, the Association, by and through its elected Board of Directors desires and intends that all owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth; and

WHEREAS, since the recording of the Original Declaration in 1972, there have been numerous changes in the law that contradict provisions of the Original Declaration and substantially affects the rights of all residents and owners of Heritage Manor; and

WHEREAS, in accordance with its authority under the Act, the Board of Directors does hereby elect to bring the Declaration into compliance with the Act in accordance with Section 27(b), which provides for an efficient method of bringing the Declaration and By-Laws into compliance with the law and does hereby approve the adoption of this Amended and Restated Declaration of Condominium Ownership.

NOW THEREFORE, the Board of Directors of the Association, for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE 1
DEFINITIONS

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

1.01 ASSOCIATION. Heritage Manor in Palatine Condominium Association, an Illinois not-for-profit corporation (formerly known as the Ivy Glen Palatine Condominium Association).

1.02 BOARD. The parties elected or appointed pursuant to the By-Laws and who are vested with the authority and responsibility of administering the Property.

1.03 BUILDING. Any of the buildings located on the Parcel, forming a part of the Property and containing the Units, as hereinafter defined, as shown by the surveys depicting the respective Units of said Building.

1.04 BY-LAWS. The provisions for the administration of the Property including, but not limited to, election of the Board, annual meetings, officers, and all other matters related to the operation of the not-for-profit corporation.

1.05 COMMON ELEMENTS. All portions of the Property except the Units.

1.06 COMMON EXPENSES. The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.

1.07 FUTURE DEVELOPMENT PARCEL. The parcel and tract of real estate described on Exhibit C attached to the Original Declaration. The Declarant abandoned a certain portion of the Property and same was sold to a third party that may hereafter

develop and improve the Future Development Parcel with multi-family structures or otherwise, and which shall be approved by the Board of Directors of the Heritage Manor in Palatine Condominium Association.

1.08 LIMITED COMMON ELEMENTS. A portion of the Common Elements so designated in the Declaration, the Plat, as hereinafter defined, or by statutory definition as being reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

1.09 MAJORITY OF THE UNIT OWNERS. Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements.

1.10 OCCUPANT. Person or persons, other than a Unit Owner, in possession of a Unit.

1.11 ORIGINAL DECLARATION. The Declaration of Condominium Ownership for the Ivy Glen Palatine Condominium Association, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 21, 1972 as Document Number 22165443, which is the instrument by which the Property was submitted to the provisions of the Act, including such amendments to this instrument as was adopted pursuant to the terms thereof (to be replaced by this Amended and Restated Declaration).

1.12 PARCEL. The entire tract of real estate above described, submitted to the provisions of the Act and any Additional Parcel, as hereinafter defined, submitted to the Act.

1.13 PARKING AREA. The part of the Common Elements provided for parking automobiles. The Parking Area does not include the Unit Parking Spaces.

1.14 PARKING SPACE. A part of the Property within the Parking Area intended for the parking of a single motor vehicle.

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

1.16 PLAT. The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached to the Original Declaration and subsequent amendments, and incorporated by reference herein.

1.17 PROPERTY. All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act.

1.18 UNIT. A part of the Property within a Building, as hereinafter defined, designed and intended for a one-family dwelling, or such other uses permitted by this Declaration.

1.19 UNIT OWNER. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

1.20 UNIT OWNERSHIP. A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

1.21 UNIT PARKING SPACE. A fully enclosed garage parking space located within a Building and designated for use by the Unit Owner and Occupants of a single Unit. The term "Unit" as used herein shall be deemed to include the Unit Parking Space designated for use by the Unit Owner and Occupants of such Unit, except as otherwise provided herein.

1.22 VILLAGE. The Village of Palatine, a municipal corporation, its successors and assigns.

1.23 VOTING MEMBER. One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners.

ARTICLE 2
UNITS

2.01 DESCRIPTION AND OWNERSHIP.

(a) All Units are delineated on the Plat and listed on Exhibit A and shall have lawful access to a public way.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building, the term "structural components" including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part

of any system serving more than the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree (other than the Association) or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A.

(d) To the extent such data was available to the Declarant at the time the Original Declaration was filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) every Building and each floor thereof; and (3) each Unit in every Building and said Unit's horizontal and vertical dimensions.

2.02 CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT.

Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

2.03 REAL ESTATE TAXES. It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act.

ARTICLE 3 COMMON ELEMENTS

3.01 DESCRIPTION. The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation, all of the following items located at the Property: the land, foundations, walls, entrances and exits, mail boxes, if any, roof, pipes, ducts, flues, shafts, electrical wiring and conduits serving more than one Unit (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, outside walks and driveways and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for

purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

3.02 OWNERSHIP OF COMMON ELEMENTS. Each Unit Owner shall be entitled to the percentage of ownership in the Common. Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached to the Original Declaration. The percentages of ownership interests set forth in said Exhibit B were computed and determined in accordance with the Act, and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

3.03 LIMITED COMMON ELEMENTS. The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following:

- (a) balconies and patios serving exclusively a single Unit;
- (b) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit;
- (c) perimeter doors and windows which serve exclusively a single Unit;
- (d) any system or component part thereof (including, without limitation, the furnaces, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas or rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit;
- (e) that portion of the driveway adjacent to the garage of a Unit which exclusively serves the Unit Parking Space; and

- (f) fences which have been approved by the Board.

The Limited Common Elements shall not be deemed to include, however, any privacy fencing located upon any portion of the Property, which privacy fencing shall be the responsibility of the Association as a Common Element.

3.04 USE OF LIMITED COMMON ELEMENTS. Each Unit Owner and Occupant shall have the right to:

- (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit; and
- (b) the use and possession of the Limited Common Elements serving the Unit to the exclusion of all other persons of any other Unit.

The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act.

3.05 DESIGNATION OF LIMITED COMMON ELEMENTS. The Board of Directors reserves the right to designate any portion of the Common Elements reserved or limited to the exclusive use of a single Unit as a Limited Common Element and all costs of maintenance, repair and replacement may be allocated or charged to that Unit Owner.

ARTICLE 4

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

4.01 SUBMISSION OF PROPERTY TO THE ACT. The Property was submitted to the provisions of the Condominium Property Act of the State of Illinois.

4.02 NO SEVERANCE OF OWNERSHIP. No Unit Owner shall execute any lease or other instrument affecting title to his Unit Ownership without deed, mortgage, including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.03 EASEMENTS.

(a) **Encroachments.** In the event that:

(1) by reason of the construction, repair, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or

(2) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or

(3) by reason of the design or construction of utility and ventilation systems, and mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance or such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) **Easements for Utilities and Commercial Entertainment.**

Ameritech, Com Ed and all other suppliers of utilities serving the Property and any person providing cable television or other commercial entertainment to any Unit Owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property, any Additional Parcel or the Future Development Parcel with utility and commercial entertainment services, together with the reasonable right of ingress to and egress from the Property for said purpose; and the Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements as a future developer may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on

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any portion of said Common Elements and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby, or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with the use of his Unit or any Limited Common Element serving his Unit other than reasonably and temporarily). Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Furthermore, easements are hereby granted to the suppliers of water to the Units to maintain and repair the meter, if any, located in a Unit, together with the reasonable right of ingress to and egress from the Unit for said purpose.

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property or any part or all of any Additional Parcel or the Future Development Parcel, over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

The Board reserves the right to grant an easement to the Association for any Association-related purpose, including but not limited to the construction of any improvement or amenity that will be used for Association purposes.

Furthermore, the Association is hereby granted the right to utilize one exterior spigot per Building for the purpose of maintaining the Common Elements and the Association shall be responsible and obligated to reimburse the affected Unit Owner for that portion of the water bill resulting from water used in connection with such maintenance.

(c) **Easements to Run with Land**. All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or

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described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.04 USE OF THE COMMON ELEMENTS.

(a) **General.** Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his Unit, in common with other Unit Owners, if any, having like right thereto pursuant to this sentence and with all other parties to whom such rights extend and to the exclusion of all other parties. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association.

(b) **Guest Privileges.** The aforescribed rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit, Owner, subject to reasonable rules and regulations with respect thereto.

(c) **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

4.05 MAINTENANCE, REPAIRS AND REPLACEMENTS.

(a) **By the Association.** The Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Article 2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be

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furnished by the Association subject to the By-Laws or rules and regulations of the Association.

(b) **By the Unit Owner.** Except as otherwise provided in paragraph (a) above, each Unit Owner shall furnish and be responsible for, at his own expense:

(1) All of the maintenance, repairs and replacements within his own Unit, all doors and outside windows and frames appurtenant thereto, including window washing and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit.

(2) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and ceiling of his Unit, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time.

(3) All of the maintenance, repair, and replacements of the Limited Common Elements benefiting his Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all garage doors, door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use, and fences. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefited thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners in the name and, for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may rise therefrom.

(c) **Nature of Obligations.** Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence. In addition, no Unit Owner shall have a claim against the Board or

Association for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board.

4.06 NEGLIGENCE OF UNIT OWNER. If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be Common Expenses, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

4.07 JOINT FACILITIES. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners. The authorized representatives of the Association or the Board, or of the manager shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

4.08 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 Unit Owners benefited thereby) additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a separate assessment.

(b) Except as otherwise provided herein, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit 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 a Unit 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 Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Unit Owner's expense; or

(2) If the Unit 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 Unit Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Unit 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.

4.09 STREET AND UTILITIES DEDICATION. At a meeting called for such purpose, two-thirds (2/3) or more of the Unit Owners may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility.

4.10 RIGHT OF ENTRY. Village law enforcement officers, rescue squad personnel, fire fighting personnel and other emergency personnel of the Village (collectively "Village Personnel") are hereby granted a right of entry and access to the Common Elements while in the pursuit of their duties. Such right shall include a right of vehicular entry and access through and across all streets and driveways which are part of the Common Elements.

4.11 PARKING AREA. Any outdoor Parking Area is a part of the Common Elements and includes all Parking Spaces, but does not include Unit Parking Spaces. The Board or the Association may allocate Parking Spaces on such basis as they deem appropriate and may prescribe such rules and regulations with respect to the Parking Area as it may deem fit.

ARTICLE 5 ADMINISTRATION

5.01 ADMINISTRATION OF PROPERTY. The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of nine (9) persons who have been elected in the manner set forth in the By-Laws. Each member of the Board shall be one of the Unit Owners and shall reside on the Property; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board, so long as any such agent resides on the Property. No more than one person from a Unit can serve on the Board unless they own more than one Unit. If a Unit Owner owns more than one

Unit and is a corporation, partnership, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

5.02 ASSOCIATION. The Association is a not-for-profit corporation formed under the General Not for Profit Corporation Act of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) Heritage Manor in Palatine Condominium Association and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the Board of Directors for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

5.03 VOTING RIGHTS.

(a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners or serve on the Board of Directors. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be: the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Said Owner or Owners must be members in good standing of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. Except as otherwise provided herein, if a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit

Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B attached to the Original Declaration.

(b) In the event the ownership of a Unit is composed of more than one Person, then if only one of the multiple owners of a Unit is present at a meeting of the Association, such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that unit, without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Only one person shall be permitted to serve on the Board of Directors for each Unit owned.

5.04 MEETINGS.

(a) **Quorum.** Meetings of the Unit Owners shall be held at the Property or at such other place in the Village as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of at least twenty percent (20%) of the Unit Owners shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.

(b) **Special Meetings.** Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of Voting Members having not less than two-thirds (2/3) of the total votes: (1) the merger or consolidation of the Association; (2) the sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

5.05 NOTICES OF MEETINGS. Except as otherwise provided, notices of meetings of the Voting Members required to be given may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by them to the Board, for the purpose of service of such notice, or to the Unit of the Unit Owner with respect, to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

5.06 BOARD OF DIRECTORS.

(a) The Board of Directors shall consist of nine (9) members. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Any candidate for election to the Board, or such candidate's representative, shall have the right to be present at the counting of ballots at such election.

(b) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot.

(c) All members of the Board shall be elected at large. Successors shall be elected for a term of two (2) years each. The Voting Members owning at least two-thirds (2/3) of the Units may from time to time at any annual or special meeting increase or decrease the number of Board members, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. At no time shall the number of Directors be more than nine (9) nor less than three (3).

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

(e) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by the Voting Members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Voting Members called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members at an open meeting of the Board. Said vacancy shall be filled until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members

to fill the vacancy for the balance of the term. A meeting of the Voting Members shall then be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members' filing of said petition.

(f) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided, however, that:

(1) each Unit Owner shall be entitled to notice, in the same manner as provided herein of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget and regular assessments or to adopt a separate assessment; and

(2) the Board shall meet no less than four (4) times each year.

(g) A simple majority of the number of members on the Board shall constitute a quorum. Any member of the Board may succeed themselves.

(h) The Association shall furnish any Unit Owner, within three (3) working days of delivery to it of a request therefor, the names, addresses, and the number of votes of each Unit Owner entitled to vote at the initial meeting of the Voting Members to elect members of the Board and, within ten (10) working days of the delivery to it of a request, at each subsequent meeting of the voting members to elect members of the Board.

5.07 INSURANCE.

(a) The Board shall have the authority to and shall obtain insurance for the Property as follows:

(1) Physical damage insurance on the Property (but excluding additions, alterations, improvements and betterments to the Units), subject to the following conditions:

(i) Such insurance shall be "bare wall" insurance with respect to the Units;

(ii) The Property shall be insured for an amount not less than one hundred percent (100%) of its full insurable replacement cost on a blanket basis;

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(iii) Replacement cost values are to be reviewed annually by an independent appraiser, and the insurance policy or policies shall be endorsed with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses;

(iv) Perils to be covered by such policies shall be no less than "all risk" or "special form" on real property and "broad form" named perils on personal property, sewer backup, earthquake, flood, and such other perils as may be deemed appropriate by the Board.

(2) Commercial General Liability insurance covering personal injury and property damage insuring against hazards of premises operation, products and completed operations contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other.

(3) Umbrella Liability insurance in excess of the required Comprehensive General Liability and Employer Liability policies in an amount deemed desirable by the Board but in no event less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be no less than "following form" coverage of the primary liability policies.

(4) Worker's Compensation and Employer Liability (minimum amount \$100,000) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.

(5) A fidelity bond insuring the Association, the Board and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Unit Owners in such amounts as the Board shall deem necessary but not less the level of funds within the custody or control of the Association at any time, plus reserves. The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premiums or otherwise

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substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record.

(6) Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable.

(7) Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable; Plate Glass insurance; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (not Unit Owners) injured on the Property, without regard to liability of the Board or the Association;

The premiums for the above described insurance and bond shall be Common Expenses.

5.07: (b) All policies of insurance of the character described in this Section

(1) shall be without contribution as respects other such policies of insurance carried individually by the Unit Owners whether such other insurance covers their respective Units and/or the additions and improvements made by such Unit Owners to their respective Unit;

(2) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act; and

(3) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in this Section 5.07 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in this Section 5.07, any losses under such policies shall be payable, and all insurance proceeds recovered shall be applied and disbursed, in accordance with the provisions of this Declaration.

(c) All policies of insurance of the character described in this Section 5.07 shall name as assureds the Association, the Board, its managing agent, and the

other agents and employees of such Association, Board and managing agent and shall also provide coverage for each Unit Owner (but as to the insurance described in this Section 5.07, only with respect to those portions of the Property not reserved for their exclusive use). In addition, all policies of insurance of the character, described in of this Section 5.07 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, their respective employees and agents, and the Unit Owners and Occupants.

(d) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums and obtain a binder on the policies of insurance described in this Section 5.07 at least thirty (30) days prior to the expiration date of the respective policies, and upon written request therefor, shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

(e) Each Unit Owner shall be responsible for:

(1) physical damage insurance on the personal property in his Unit and elsewhere on the Property, and any additions alterations and improvements to his Unit whether installed by such Unit Owner or any prior Unit Owner or whether originally in his Unit, including the Exclusive Limited Common Elements;

(2) his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided; and

(3) his additional living expense.

All policies of casualty insurance carried by each Unit Owner shall be, without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. "Additions, alterations and improvements" shall mean any property (excluding personal property readily removable without damage to the Unit) attached to the Unit, including without limitation carpeting, flooring, wall covering, paint and paneling.

(f) The Board shall not be responsible for obtaining physical damage insurance on an additions, alterations and improvements to a Unit or any personal property of a Unit Owner or any other insurance for which a Unit Owner is responsible.

(g) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers,

members of the Board, officers, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit 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 or would be covered by insurance for which such Unit Owner is responsible.

(h) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 5.07 if the economic savings justifies the additional risk and if permitted by law. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. In a joint loss, the Association shall not be responsible for reimbursing the Unit owner the amount of any deductible.

5.08 LIABILITY OF THE BOARD OF DIRECTORS.

(a) Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud.

(b) The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on, behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. 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 or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to:

(1) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or

(2) 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 persons being adjudged liable for

gross negligence or fraud in the performance of his duties as such member or officer.

(c) It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

(d) Every agreement made by the Board on behalf of the Unit Owners shall provide that the members of the Board are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

5.09 RESALE OF UNITS. In the event of a resale of any Unit by a Unit Owner and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

ARTICLE 6 **COMMON EXPENSES — MAINTENANCE FUND**

6.01 PREPARATION OF ESTIMATED BUDGET.

(a) On or before November 1 of each year, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve and amounts to make repairs to and to pay real estate taxes on the Common Elements.

(b) Within fifteen (15) days thereafter, the Board shall notify each Unit Owner as to the amount of such estimate with reasonable itemization thereof and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B to the Original Declaration.

(c) On or before January 1 of the ensuing year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one twelfth (1/12) of the assessments made pursuant to this paragraph.

(d) On or before April 1 of each calendar year following the initial meeting of the Voting Members, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall upon the written request of any Unit Owner be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting subject, however, to the provisions of Article 6 hereof.

(e) For purposes of this Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association.

(f) Except as otherwise provided herein, in the event the Board adopts a budget requiring assessment against the Unit Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget or separate assessment, the budget or separate assessment shall be deemed to be ratified regardless of whether or not a quorum is present.

(g) Any Common Expenses not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions herein. As used herein, "emergency" means immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(h) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall

be separately assessed and are subject to approval of two thirds (2/3) of the total votes of all Unit Owners.

6.02 CAPITAL RESERVE: SUPPLEMENTAL BUDGET. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (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 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 Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which, may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.03 FAILURE TO PREPARE ANNUAL BUDGET. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted, estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.04 RECORDS OF THE ASSOCIATION - AVAILABILITY FOR EXAMINATION.

(a) In addition to the provisions contained herein, managing company or the Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their First Mortgagees and their duly authorized agents or attorneys:

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- (1) the Association's declaration, bylaws, and plats of survey, and all amendments of these;
- (2) the rules and regulations, 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 Directors 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 Owners entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; 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.

(b) Any Unit Owner shall have the right to inspect, examine, and make copies of the records described in subparagraphs (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, the Unit Owner must submit a written request to the Board, or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within thirty (30) days of receipt of the Unit Owner's written request shall be deemed a denial.

Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (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 (e) of this Section, any Unit Owner of the Association shall have the right to inspect, examine, and make copies of the records described in subparagraphs (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, the Unit Owner must submit a written request, to the Board 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 (e) of this Section, failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's written request shall be deemed a denial, provided, however, that if the Association has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a Unit Owner's request for records described in subparagraph (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting Unit Owner within thirty (30) days of receipt of the Unit Owner's written request. In an action to compel examination of records described in subparagraphs (6), (7), (8), and (9) of subsection (a) of this Section, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (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 acted in bad faith in denying the Unit Owner's request.

(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 Unit Owner. If a Unit Owner 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 Unit Owner.

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

- (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 Directors 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 Directors in a court or administrative tribunal;

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

(5) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a Unit Owner other than the requesting Unit Owner.

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

6.05 STATUS OF COLLECTED FUNDS. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B to the Original Declaration.

6.06 NON-USE AND ABANDONMENT. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or their Units.

ARTICLE 7
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 The Property shall be occupied and used as follows:

(a) Each Unit (or any two or more adjoining Units used together) shall be used for housing and related common purposes for which the Property was designed and for no other purpose.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, and except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

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

(d) No animals shall be raised, bred or kept in any Unit or the Common Elements, except for dogs and cats, small birds and fish of a Unit Owner, provided said animals are of a breed or variety commonly kept as household pets, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal bred or kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

(e) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall overload the floors of any Unit.

(f) No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, satellite dish or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the managing agent, acting in accord with the Board's direction. No owner of a Unit, except as provided below, shall display, hang, store or use any sign, outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit without the prior written permission of the Board.

(g) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall

not be stored or kept in any outdoor parking area, patio, balcony or area constituting part of the Common Elements, except in storage areas specifically designated for such use by the Board or by the managing agent, acting in accordance with the Board's direction. No recreational or camping vehicles or boats shall be parked or kept on the Property except in covered garages with the garage doors closed. No commercial vehicles shall be parked on the streets overnight. No unlicensed or inoperative vehicles shall be kept on the Property. No vehicles (including recreational vehicles) shall be stored in that portion of the Parking Area designated for public parking. Notwithstanding anything contained herein to the contrary, only outdoor grilling equipment and lawn furniture may be placed or kept on any patio on the Property subject to such further rules and regulations governing the use of such patios/balconies as may be enacted by the Board from time to time. The Board shall have the authority to adopt rules and regulations.

(h) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted in any Unit.

(i) The Unit restrictions in paragraph (h) of this Section 7.01 shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (1) maintaining his personal professional library therein;
- (2) keeping his personal business or professional records or accounts therein; or
- (3) handling his personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs (h) of this Section 7.01.

(j) Trash, garbage and other waste shall be kept only in trash bags and left outside the Unit prior to pick up, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations duly adopted by the Board.

(k) The provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed in connection with a Unit. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board not later than the date of occupancy or within ten (10) days after the lease is executed, whichever comes

first. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed by this paragraph. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any covenants, rules, regulations or bylaws. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this paragraph or of any other provision of this Declaration concerning Unit leasing

(l) This Declaration is subservient to the ordinances and regulations enacted and promulgated by the Village.

ARTICLE 8

DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

8.01 SUFFICIENT INSURANCE. In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.02 INSUFFICIENT INSURANCE.

(a) If the insurance proceeds and the Capital Reserve are insufficient to reconstruct the Building and the Unit Owners and all other parties do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half (½) of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for the purpose, the Building or

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other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives, shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

8.03 EMINENT DOMAIN. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility

for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof and any proceeds from a settlement shall be payable to the Association. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B to the Original Declaration, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

8.04 REPAIR, RESTORATION OR RECONSTRUCTION OF THE IMPROVEMENTS. As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by holders of first mortgages on Units which have more than fifty percent (50%) of the votes in the Association.

ARTICLE 9
SALE OF THE PROPERTY

At a meeting duly called for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of one hundred percent (100%) of the Unit Owners, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

ARTICLE 10
REMEDIES

10.01 VIOLATIONS. Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in this Declaration:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to this Declaration, for thirty (30) days after written notice of such nonpayment shall have been given such Unit Owner.

(b) Violation or breach by a Unit Owner (or any occupant of his Unit) of any provision, covenant or restriction of the Act, Declaration, the Bylaws, contractual obligation to the Board or Association undertaken by such Owner, or

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rules and regulations promulgated by the Board, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner.

10.02 REMEDIES. Upon the occurrence of any one or more of the events described in this Article, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth herein, of a notice to quit and deliver up possession which right may be enforced by an action for possession under "An Act in Regard to Forcible Entry and Detainer" approved February 16, 1874, as amended.

(b) For a violation or breach of the Declaration, By-Laws or rules and regulations, the Board shall have the right:

(1) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(2) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach provided, however, that no summary abatement shall be undertaken in connection with any alteration or demolition of improvements until judicial proceedings are instituted.

(c) Upon the occurrence of one of the events described in this Article, including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership in the amount of any sums due from such Unit Owner; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. Except as hereinafter provided, the lien 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, such transfer of title shall to the extent permitted by law, extinguish the lien described in this Article for any sums which became due prior to (1) the date of the transfer of title or (2) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special

assessment, and nonpayment thereof by such transferee shall result in a lien against the transferee's Unit Ownership. To the extent this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control.

(d) The Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (1) to foreclose a lien against the Unit Ownership, (2) for damages, injunctive relief, or specific performance, (3) for judgment or for the payment of money and the collection thereof, (4) for any combination of the remedies set forth in this Article or (5) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board 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 exercise any such rights or remedies to enforce any provisions of this Declaration, the Bylaws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

(f) All expenses incurred by the Board in connection with any actions, proceedings or self help 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, together with interest thereon at the rate of eighteen percent (18%) per annum shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property.

ARTICLE 11
MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

11.01 The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee or a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (i) the date of, the transfer of title or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first (except for any sums which are reallocated among the Unit Owners). To the extent this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control.

(b) Upon request in writing, each First Mortgagee, insurer or Guarantor shall have the right:

(1) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(2) to receive, without charge and within a reasonable time after such request, any annual audited financial statements which are prepared and distributed by the Association to the Unit Owners within one hundred twenty (120) days at the end of each of its respective fiscal years;

(3) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(4) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;

(5) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and

(6) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) 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, provided the notice was delivered by certified or registered mail, return receipt requested.

ARTICLE 12 **TRANSFER OF A UNIT**

12.01 UNRESTRICTED TRANSFERS. A Unit Owner may, without restriction under the Declaration, sell, give, devise, lease or otherwise transfer his entire Unit. Notice of any such unrestricted transfer shall be given to the Board, in the manner provided in this Declaration for the giving of notices, within five (5) days following consummation of such transfer.

ARTICLE 13 **GENERAL PROVISIONS**

13.01 NOTICE TO MORTGAGEES. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be

given a copy of any and all notices permitted or required by this Declaration given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.

13.02 MANNER OF GIVING NOTICES. Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as he may have designated pursuant hereto or, if he has not so designated, in the Building or at the door of his Unit in the Building.

13.03 NOTICES OF ESTATE OR REPRESENTATIVES. Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered, either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

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

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

13.06 CHANGE, MODIFICATION OR RESCISSION.

(a) This Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such modification signed by Unit Owners having at least three-fourths (3/4) of the total vote, and certified by the secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such modification and an affidavit by said secretary certifying to such mailing is a

part of such instrument; provided further, however, that no provisions in this Declaration may be modified so as to conflict with the provisions of the Illinois Condominium Property Act. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois.

(b) Notwithstanding the provisions of the foregoing paragraph, if the Act or this Declaration or the By-Laws requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument modifying any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.

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

13.08 LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development. The provisions of this Declaration are subservient to the ordinances and regulations of the Village.

13.09 OWNERSHIP BY LAND TRUSTEE. In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit 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 of such Unit Ownership.

ARTICLE 14 **ALTERNATIVE DISPUTE RESOLUTION**

14.01 ALTERNATIVE DISPUTE RESOLUTION.

(a) In the event of a dispute between two or more owners or any owner and the Board of Directors, the Board may convene a special closed meeting of the

Board under Section 18(a)(9) of the Illinois Condominium Property Act for the purpose of arbitrating said dispute.

(b) Written notice shall be sent by the Board not less than ten (10) nor more than thirty (30) days in advance.

(c) The Board, or its duly authorized committee, not to exceed three (3) members, shall convene a panel to hear all evidence and report to the Board of Directors as to findings and a recommendation.

(d) The Board shall review such findings and consider same at its next open meeting and either accept or reject same.

(e) Parties who voluntarily submit their dispute to the Board for arbitration or mediation agree to be bound by any findings rendered by the Board of Directors and shall carry out any required course of action.

(f) All proceedings shall be subject to provisions of the Declaration regarding rule enforcement.

(g) All costs incurred, including attorneys fees, will be shared equally between the parties.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 21st day of September, 1998.

**Board of Directors
Heritage Manor in Palatine Condominium Association**

[Signature]

Lisa Renee Hindel

Margaret Billotson

Robert Schwarz

Donell [Signature]

[Signature]

[Signature]

Mary J. [Signature]

Phyllis Bond

Being the members of the Board of
Directors of the Heritage Manor in Palatine
Condominium Association

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EXHIBIT A

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LEGAL DESCRIPTION

Unit 8A, 8B, 8C, 8D, 8E, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 11E, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C, 18D, 19A, 19B, 19C, 19D, 20A, 20B, 20C, 20D, 20E, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D, 23E, 24A, 24B, 24C, 24D, 25A, 25B, 25C, 25D, 26A, 26B, 26C, 26D, 27A, 27B, 27C, 27D, 27E, 28A, 28B, 28C, 28D, 29A, 29B, 29C, 29D, 30A, 30B, 30C, 30D, 30E, 31A, 31B, 31C, 31D, 32A, 32B, 32C, 32D, 33A, 33B, 33C, 33D, 34A, 34B, 34C, 34D, 35A, 35B, 35C, 35D, 36A, 36B, 36C, 36D, 37A, 37B, 37C, 37D, 38A, 38B, 38C, 38D, 39A, 39B, 39C, 39D, 39E, 40A, 40B, 40C, 40D, 41A, 41B, 41C, 41D, 42A, 42B, 42C, 42D, 43A, 43B, 43C, 43D, 44A, 44B, 44C, 44D, 44E, 45A, 45B, 45C, 45D, 46A, 46B, 46C, 46D, 46E, 47A, 47B, 47C, 47D, 47E, 48A, 48B, 48C, 48D, 49A, 49B, 49C, 49D, 50A, 50B, 50C, 50D, 51A, 51B, 51C, 51D, 51E, 52A, 52B, 52C, 52D, 53A, 53B, 53C, 53D, 53E, 251A, 252B, 253B, 254C, 255D, 271A, 272B, 273B, 274C, 275C, 276A, 281A, 282B, 283B, 284C, 285C, 286A, 24-1, 24-2, 24-3, 24-4, 26-1, 26-2, 26-3, 26-4, 26-5, 26-6, 29-1, 29-2, 29-3, 29-4, 29-5, 21-1, 21-2, 21-3, 21-4, 21-5, 22-1, 22-2, 22-3, 22-4, 23-1, 23-2, 23-3, 23-4, 17-1, 17-2, 17-3, 17-4, 17-5, 17-6, 18-1, 18-2, 18-3, 18-4, 19-1, 19-2, 19-3, 19-4, 19-5, 19-6, 20-1, 20-2, 20-3, 20-4, 20-5, 15-1, 15-2, 15-3, 15-4, 15-5, 15-6, 16-1, 16-2, 16-3, 16-4, 16-5, 16-6, 30-1, 30-2, 30-3, 30-4, 30-5, 30-6, 31-1, 31-2, 31-3, 31-4, 31-5, 31-6, 32-1, 32-2, 32-3, 32-4, 32-5, 32-6, 33-1, 33-2, 33-3, 33-4, 33-5, 33-6, 34-1, 34-2, 34-3, 34-4, 35-1, 35-2, 35-3, 35-4, 36-1, 36-2, 36-3, 36-4, 37-1, 37-2, 37-3, 37-4, 38-1, 38-2, 38-3, 38-4, 41-1, 41-2, 41-3, 41-4, 41-5, 41-6, 42-1, 42-2, 42-3, 42-4, 42-5, 39-1, 39-2, 39-3, 39-4, 39-5, 40-1, 40-2, 40-3, 40-4, 43-1, 43-2, 43-3, 43-4, 44-1, 44-2, 44-3, 44-4, 1-1, 1-2, 1-3, 1-4, 1-5, 4-1, 4-2, 4-3, 4-4, 4-5, 7-1, 7-2, 7-3, 7-4, 7-5, 2-1, 2-2, 2-3, 2-4, 2-5, 6-1, 6-2, 6-3, 6-4, 6-5, 6-6, 6A, 6B, 6C, 6D, 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 2A, 2B, 2C, 2D, 2E, 3-1, 3-2, 3-3, 3-4, 3-5, 3-6, 9-1, 9-2, 9-3, 9-4, 9-5, 9-6, 13-1, 13-2, 13-3, 13-4, 13-5, 13-6, 14-1, 14-2, 14-3, 14-4, 14-5, 10-1, 10-2, 10-3, 10-4, 10-5, 10-6, 11-1, 11-2, 11-3, 11-4, 11-5, 11-6, 5-1, 5-2, 5-3, 5-4, 1-1, 1-2, 1-3, 1-4, together with their undivided percentage of interest in the Common Elements in Heritage Manor in Palatine Condominium as delineated and defined in the Declaration recorded as Document No. 22165443 (as amended) in part of the Northwest quarter of Section 1, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
1193-A Azalea Lane	15A	02-01-102-053-1001
1193-B Azalea Lane	15B	02-01-102-053-1002
1193-C Azalea Lane	15C	02-01-102-053-1003
1193-D Azalea Lane	15D	02-01-102-053-1004
1183-A Azalea Lane	16A	02-01-102-053-1005

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
1183-B Azalea Lane	16B	02-01-102-053-1006
1183-C Azalea Lane	16C	02-01-102-053-1007
1183-D Azalea Lane	16D	02-01-102-053-1008
1173-A Azalea Lane	17A	02-01-102-053-1009
1173-B Azalea Lane	17B	02-01-102-053-1010
1173-C Azalea Lane	17C	02-01-102-053-1011
1173-D Azalea Lane	17D	02-01-102-053-1012
1174-A Azalea Lane	18A	02-01-102-053-1013
1174-B Azalea Lane	18B	02-01-102-053-1014
1174-C Azalea Lane	18C	02-01-102-053-1015
1174-D Azalea Lane	18D	02-01-102-053-1016
1176-A Azalea Lane	19A	02-01-102-053-1017
1176-B Azalea Lane	19B	02-01-102-053-1018
1176-C Azalea Lane	19C	02-01-102-053-1019
1176-D Azalea Lane	19D	02-01-102-053-1020
1186-A Azalea Lane	20A	02-01-102-053-1021
1186-B Azalea Lane	20B	02-01-102-053-1022
1186-C Azalea Lane	20C	02-01-102-053-1023
1186-D Azalea Lane	20D	02-01-102-053-1024
1186-E Azalea Lane	20E	02-01-102-053-1025
1192-A Azalea Lane	21A	02-01-102-053-1026
1192-B Azalea Lane	21B	02-01-102-053-1027
1192-C Azalea Lane	21C	02-01-102-053-1028
1192-D Azalea Lane	22D	02-01-102-053-1029
1193-A Barberry Lane	22A	02-01-102-053-1030
1193-B Barberry Lane	22B	02-01-102-053-1031
1193-C Barberry Lane	22C	02-01-102-053-1032
1193-D Barberry Lane	22D	02-01-102-053-1033
1191-A Barberry Lane	23A	02-01-102-053-1034
1191-B Barberry Lane	23B	02-01-102-053-1035
1191-C Barberry Lane	23C	02-01-102-053-1036
1191-D Barberry Lane	23D	02-01-102-053-1037
1191-E Barberry Lane	23E	02-01-102-053-1038
1181-A Barberry Lane	24A	02-01-102-053-1039
1181-B Barberry Lane	24B	02-01-102-053-1040
1181-C Barberry Lane	24C	02-01-102-053-1041
1181-D Barberry Lane	24D	02-01-102-053-1042
1182-A Barberry Lane	25A	02-01-102-053-1043
1182-B Barberry Lane	25B	02-01-102-053-1044
1182-C Barberry Lane	25C	02-01-102-053-1045
1182-D Barberry Lane	25D	02-01-102-053-1046

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
1188-A Barberry Lane	26A	02-01-102-053-1047
1188-B Barberry Lane	26B	02-01-102-053-1048
1188-C Barberry Lane	26C	02-01-102-053-1049
1188-D Barberry Lane	27D	02-01-102-053-1050
1194-A Barberry Lane	27A	02-01-102-053-1051
1194-B Barberry Lane	27B	02-01-102-053-1052
1194-C Barberry Lane	27C	02-01-102-053-1053
1194-D Barberry Lane	27D	02-01-102-053-1054
1194-E Barberry Lane	27E	02-01-102-053-1055
1198-A Barberry Lane	28A	02-01-102-053-1056
1198-B Barberry Lane	28B	02-01-102-053-1057
1198-C Barberry Lane	28C	02-01-102-053-1058
1198-D Barberry Lane	28D	02-01-102-053-1059
2175 Dogwood Lane	45A	02-01-102-053-1060
2177 Dogwood Lane	45B	02-01-102-053-1061
2179 Dogwood Lane	45C	02-01-102-053-1062
2173 Dogwood Lane	45D	02-01-102-053-1063
2165 Dogwood Lane	46A	02-01-102-053-1064
2167 Dogwood Lane	46B	02-01-102-053-1065
2169 Dogwood Lane	46C	02-01-102-053-1066
2161 Dogwood Lane	46D	02-01-102-053-1067
2163 Dogwood Lane	46E	02-01-102-053-1068
2153 Dogwood Lane	47A	02-01-102-053-1069
2155 Dogwood Lane	47B	02-01-102-053-1070
2157 Dogwood Lane	47C	02-01-102-053-1071
2149 Dogwood Lane	47D	02-01-102-053-1072
2151 Dogwood Lane	47E	02-01-102-053-1073
2139 Dogwood Lane	48A	02-01-102-053-1074
2143 Dogwood Lane	48B	02-01-102-053-1075
2145 Dogwood Lane	48C	02-01-102-053-1076
2141 Dogwood Lane	48D	02-01-102-053-1077
2127 Dogwood Lane	49A	02-01-102-053-1078
2125 Dogwood Lane	49B	02-01-102-053-1079
2123 Dogwood Lane	49C	02-01-102-053-1080
2129 Dogwood Lane	49D	02-01-102-053-1081
2142 Dogwood Lane	50A	02-01-102-053-1082
2140 Dogwood Lane	50B	02-01-102-053-1083
2138 Dogwood Lane	50C	02-01-102-053-1084
2144 Dogwood Lane	50D	02-01-102-053-1085
2152 Dogwood Lane	51A	02-01-102-053-1086
2150 Dogwood Lane	51B	02-01-102-053-1087

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
2148 Dogwood Lane	51C	02-01-102-053-1088
2156 Dogwood Lane	51D	02-01-102-053-1089
2154 Dogwood Lane	51E	02-01-102-053-1090
2162 Dogwood Lane	52A	02-01-102-053-1091
2160 Dogwood Lane	52B	02-01-102-053-1092
2166 Dogwood Lane	52C	02-01-102-053-1093
2164 Dogwood Lane	52D	02-01-102-053-1094
2174 Dogwood Lane	53A	02-01-102-053-1095
2172 Dogwood Lane	53B	02-01-102-053-1096
2170 Dogwood Lane	53C	02-01-102-053-1097
2178 Dogwood Lane	53D	02-01-102-053-1098
2176 Dogwood Lane	53E	02-01-102-053-1099
1191 Candlenut Lane	29A	02-01-102-053-1100
1193 Candlenut Lane	29B	02-01-102-053-1101
1195 Candlenut Lane	29C	02-01-102-053-1102
1197 Candlenut Lane	29D	02-01-102-053-1103
1179 Candlenut Lane	30A	02-01-102-053-1104
1181 Candlenut Lane	30B	02-01-102-053-1105
1183 Candlenut Lane	30C	02-01-102-053-1106
1185 Candlenut Lane	30D	02-01-102-053-1107
1187 Candlenut Lane	30E	02-01-102-053-1108
1169 Candlenut Lane	31A	02-01-102-053-1109
1171 Candlenut Lane	31B	02-01-102-053-1110
1173 Candlenut Lane	31C	02-01-102-053-1111
1175 Candlenut Lane	31D	02-01-102-053-1112
1160 Candlenut Lane	32A	02-01-102-053-1113
1162 Candlenut Lane	32B	02-01-102-053-1114
1164 Candlenut Lane	32C	02-01-102-053-1115
1166 Candlenut Lane	32D	02-01-102-053-1116
1170 Candlenut Lane	33A	02-01-102-053-1117
1172 Candlenut Lane	33B	02-01-102-053-1118
1174 Candlenut Lane	33C	02-01-102-053-1119
1176 Candlenut Lane	33D	02-01-102-053-1120
1180 Candlenut Lane	34A	02-01-102-053-1121
1182 Candlenut Lane	34B	02-01-102-053-1122
1184 Candlenut Lane	34C	02-01-102-053-1123
1186 Candlenut Lane	34D	02-01-102-053-1124
1190 Candlenut Lane	35A	02-01-102-053-1125
1192 Candlenut Lane	35B	02-01-102-053-1126
1194 Candlenut Lane	35C	02-01-102-053-1127
1196 Candlenut Lane	35D	02-01-102-053-1128

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
2181 Heather Lane	36A	02-01-102-053-1129
2183 Heather Lane	36B	02-01-102-053-1130
2185 Heather Lane	36C	02-01-102-053-1131
2187 Heather Lane	36D	02-01-102-053-1132
2171 Heather Lane	37A	02-01-102-053-1133
2173 Heather Lane	37B	02-01-102-053-1134
2175 Heather Lane	37C	02-01-102-053-1135
2177 Heather Lane	37D	02-01-102-053-1136
2161 Heather Lane	38A	02-01-102-053-1137
2163 Heather Lane	38B	02-01-102-053-1138
2165 Heather Lane	38C	02-01-102-053-1139
2167 Heather Lane	38D	02-01-102-053-1140
2149 Heather Lane	39A	02-01-102-053-1141
2151 Heather Lane	39B	02-01-102-053-1142
2153 Heather Lane	39C	02-01-102-053-1143
2155 Heather Lane	39D	02-01-102-053-1144
2157 Heather Lane	39E	02-01-102-053-1145
2139 Heather Lane	40A	02-01-102-053-1146
2141 Heather Lane	40B	02-01-102-053-1147
2143 Heather Lane	40C	02-01-102-053-1148
2145 Heather Lane	40D	02-01-102-053-1149
2140 Heather Lane	41A	02-01-102-053-1150
2142 Heather Lane	41B	02-01-102-053-1151
2144 Heather Lane	41C	02-01-102-053-1152
2138 Heather Lane	41D	02-01-102-053-1153
2156 Heather Lane	42A	02-01-102-053-1154
2158 Heather Lane	42B	02-01-102-053-1155
2160 Heather Lane	52C	02-01-102-053-1156
2154 Heather Lane	42D	02-01-102-053-1157
2162 Heather Lane	42E	02-01-102-053-1158
2166 Heather Lane	43A	02-01-102-053-1159
2168 Heather Lane	43B	02-01-102-053-1160
2170 Heather Lane	43C	02-01-102-053-1161
2172 Heather Lane	43D	02-01-102-053-1162
2178 Heather Lane	44A	02-01-102-053-1163
2180 Heather Lane	44B	02-01-102-053-1164
2182 Heather Lane	44C	02-01-102-053-1165
2176 Heather Lane	44D	02-01-102-053-1166
2184 Heather Lane	44E	02-01-102-053-1167
1181 Greenbriar Lane	8A	02-01-102-053-1168
1183 Greenbriar Lane	8B	02-01-102-053-1169

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
1185 Greenbriar Lane	8C	02-01-102-053-1170
1187 Greenbriar Lane	8D	02-01-102-053-1171
1189 Greenbriar Lane	8E	02-01-102-053-1172
1173 Greenbriar Lane	9A	02-01-102-053-1173
1175 Greenbriar Lane	9B	02-01-102-053-1174
1177 Greenbriar Lane	9C	02-01-102-053-1175
1179 Greenbriar Lane	9D	02-01-102-053-1176
1161 Greenbriar Lane	10A	02-01-102-053-1177
1163 Greenbriar Lane	10B	02-01-102-053-1178
1165 Greenbriar Lane	10C	02-01-102-053-1179
1167 Greenbriar Lane	10D	02-01-102-053-1180
1150 Greenbriar Lane	11A	02-01-102-053-1181
1152 Greenbriar Lane	11B	02-01-102-053-1182
1154 Greenbriar Lane	11C	02-01-102-053-1183
1156 Greenbriar Lane	11D	02-01-102-053-1184
1158 Greenbriar Lane	11E	02-01-102-053-1185
1160 Greenbriar Lane	12A	02-01-102-053-1186
1162 Greenbriar Lane	12B	02-01-102-053-1187
1164 Greenbriar Lane	12C	02-01-102-053-1188
1166 Greenbriar Lane	12D	02-01-102-053-1189
1170 Greenbriar Lane	13A	02-01-102-053-1190
1172 Greenbriar Lane	13B	02-01-102-053-1191
1174 Greenbriar Lane	13C	02-01-102-053-1192
1176 Greenbriar Lane	13D	02-01-102-053-1193
1182 Greenbriar Lane	14A	02-01-102-053-1194
1184 Greenbriar Lane	14B	02-01-102-053-1195
1186 Greenbriar Lane	14C	02-01-102-053-1196
1188 Greenbriar Lane	14D	02-01-102-053-1197
1996 Lexington Drive*	251A	02-01-102-053-1198
1998 Lexington Drive	252B	02-01-102-053-1199
2000 Lexington Drive	253B	02-01-102-053-1200
2002 Lexington Drive	254C	02-01-102-053-1201
2004 Lexington Drive	255D	02-01-102-053-1202
1947 Heritage Drive	271A	02-01-102-053-1203
1949 Heritage Drive	272B	02-01-102-053-1204
1951 Heritage Drive	273B	02-01-102-053-1205
1953 Heritage Drive	274C	02-01-102-053-1206
1955 Heritage Drive	275C	02-01-102-053-1207
1957 Heritage Drive	276A	02-01-102-053-1208
1993 Lexington Drive	281B	02-01-102-053-1209
1991 Lexington Drive	282B	02-01-102-053-1210

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
1989 Lexington Drive	283B	02-01-102-053-1211
1987 Lexington Drive	284C	02-01-102-053-1212
1985 Lexington Drive	285C	02-01-102-053-1213
1983 Lexington Drive	286A	02-01-102-053-1214
2001 Lexington Drive	24-1	02-01-102-053-1215
1999 Lexington Drive	24-2	02-01-102-053-1216
1997 Lexington Drive	24-3	02-01-102-053-1217
1995 Lexington Drive	24-4	02-01-102-053-1218
1940 Heritage Drive	26-1	02-01-102-053-1219
1938 Heritage Drive	26-2	02-01-102-053-1220
1936 Heritage Drive	26-3	02-01-102-053-1221
1934 Heritage Drive	26-4	02-01-102-053-1222
1932 Heritage Drive	26-5	02-01-102-053-1223
1930 Heritage Drive	26-6	02-01-102-053-1224
1952 Jamestown Drive	29-1	02-01-102-053-1225
1950 Jamestown Drive	29-2	02-01-102-053-1226
1948 Jamestown Drive	29-3	02-01-102-053-1227
1946 Jamestown Drive	29-4	02-01-102-053-1228
1944 Jamestown Drive	29-5	02-01-102-053-1229
1998 Williamsburg Drive	21-1	02-01-102-053-1230
2100 Williamsburg Drive	21-2	02-01-102-053-1231
2102 Williamsburg Drive	21-3	02-01-102-053-1232
2104 Williamsburg Drive	21-4	02-01-102-053-1233
2106 Williamsburg Drive	21-5	02-01-102-053-1234
2009 Lexington Drive	22-1	02-01-102-053-1235
2007 Lexington Drive	22-2	02-01-102-053-1236
2005 Lexington Drive	22-3	02-01-102-053-1237
2003 Lexington Drive	22-4	02-01-102-053-1238
1997 Williamsburg Drive	23-1	02-01-102-053-1239
1999 Williamsburg Drive	23-2	02-01-102-053-1240
2101 Williamsburg Drive	23-3	02-01-102-053-1241
2103 Williamsburg Drive	23-4	02-01-102-053-1242
2006 Lexington Drive	17-1	02-01-102-053-1243
2008 Lexington Drive	17-2	02-01-102-053-1244
2010 Lexington Drive	17-3	02-01-102-053-1245
2012 Lexington Drive	17-4	02-01-102-053-1246
2014 Lexington Drive	17-5	02-01-102-053-1247
2016 Lexington Drive	17-6	02-01-102-053-1248
2014 Hancock Court	18-1	02-01-102-053-1249
2012 Hancock Court	18-2	02-01-102-053-1250
2010 Hancock Court	18-3	02-01-102-053-1251

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>	08048822
2008 Hancock Drive	18-4	02-01-102-053-1252	
2006 Hancock Court	19-1	02-01-102-053-1253	
2004 Hancock Court	19-2	02-01-102-053-1254	
2002 Hancock Court	19-3	02-01-102-053-1255	
2000 Hancock Court	19-4	02-01-102-053-1256	
1998 Hancock Court	19-5	02-01-102-053-1257	
1996 Hancock Court	19-6	02-01-102-053-1258	
1995 Williamsburg Drive	20-1	02-01-102-053-1259	
1993 Williamsburg Drive	20-2	02-01-102-053-1260	
1991 Williamsburg Drive	20-3	02-01-102-053-1261	
1989 Williamsburg Drive	20-4	02-01-102-053-1262	
1987 Williamsburg Drive	20-5	02-01-102-053-1263	
2127 Williamsburg Drive	15-1	02-01-102-053-1264	
2125 Williamsburg Drive	15-2	02-01-102-053-1265	
2123 Williamsburg Drive	15-3	02-01-102-053-1266	
2121 Williamsburg Drive	15-4	02-01-102-053-1267	
2119 Williamsburg Drive	15-5	02-01-102-053-1268	
2117 Williamsburg Drive	15-6	02-01-102-053-1269	
2105 Williamsburg Drive	16-1	02-01-102-053-1270	
2107 Williamsburg Drive	16-2	02-01-102-053-1271	
2109 Williamsburg Drive	16-3	02-01-102-053-1272	
2111 Williamsburg Drive	16-4	02-01-102-053-1273	
2113 Williamsburg Drive	16-5	02-01-102-053-1274	
2115 Williamsburg Drive	16-6	02-01-102-053-1275	
1939 Jamestown Drive	30-1	02-01-102-053-1276	
1941 Jamestown Drive	30-2	02-01-102-053-1277	
1943 Jamestown Drive	30-3	02-01-102-053-1278	
1945 Jamestown Drive	30-4	02-01-102-053-1279	
1947 Jamestown Drive	30-5	02-01-102-053-1280	
1949 Jamestown Drive	30-6	02-01-102-053-1281	
1951 Jamestown Drive	31-1	02-01-102-053-1282	
1953 Jamestown Drive	31-2	02-01-102-053-1283	
1955 Jamestown Drive	31-3	02-01-102-053-1284	
1957 Jamestown Drive	31-4	02-01-102-053-1285	
1959 Jamestown Drive	31-5	02-01-102-053-1286	
1961 Jamestown Drive	31-6	02-01-102-053-1287	
1963 Jamestown Drive	32-1	02-01-102-053-1288	
1965 Jamestown Drive	32-2	02-01-102-053-1289	
1967 Jamestown Drive	32-3	02-01-102-053-1290	
1969 Jamestown Drive	32-4	02-01-102-053-1291	
1971 Jamestown Drive	32-5	02-01-102-053-1292	

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
1973 Jamestown Drive	32-6	02-01-102-053-1293
1974 Jamestown Drive	33-1	02-01-102-053-1294
1976 Jamestown Drive	33-2	02-01-102-053-1295
1978 Jamestown Drive	33-3	02-01-102-053-1296
1980 Jamestown Drive	33-4	02-01-102-053-1297
1982 Jamestown Drive	33-5	02-01-102-053-1298
1984 Jamestown Drive	33-6	02-01-102-053-1299
1968 Jamestown Drive	34-1	02-01-102-053-1300
1966 Jamestown Drive	34-2	02-01-102-053-1301
1964 Jamestown Drive	34-3	02-01-102-053-1302
1962 Jamestown Drive	34-4	02-01-102-053-1303
1960 Jamestown Drive	35-1	02-01-102-053-1304
1958 Jamestown Drive	35-2	02-01-102-053-1305
1956 Jamestown Drive	35-3	02-01-102-053-1306
1954 Jamestown Drive	35-4	02-01-102-053-1307
1995 Heritage Circle	42-1	02-01-102-053-1308
1993 Heritage Circle	42-2	02-01-102-053-1309
1991 Heritage Circle	42-3	02-01-102-053-1310
1989 Heritage Circle	42-4	02-01-102-053-1311
1987 Heritage Circle	42-5	02-01-102-053-1312
1959 Heritage Drive	36-1	02-01-102-053-1313
1961 Heritage Drive	36-2	02-01-102-053-1314
1963 Heritage Drive	36-3	02-01-102-053-1315
1965 Heritage Drive	36-4	02-01-102-053-1316
1967 Heritage Drive	37-1	02-01-102-053-1317
1969 Heritage Drive	37-2	02-01-102-053-1318
1971 Heritage Drive	37-3	02-01-102-053-1319
1973 Heritage Drive	37-4	02-01-102-053-1320
1986 Jamestown Drive	38-1	02-01-102-053-1321
1988 Jamestown Drive	38-2	02-01-102-053-1322
1990 Jamestown Drive	38-3	02-01-102-053-1323
1992 Jamestown Drive	38-4	02-01-102-053-1324
1988 Heritage Circle	41-1	02-01-102-053-1325
1990 Heritage Circle	41-2	02-01-102-053-1326
1992 Heritage Circle	41-3	02-01-102-053-1327
1994 Heritage Circle	41-4	02-01-102-053-1328
1996 Heritage Circle	41-5	02-01-102-053-1329
1998 Heritage Circle	41-6	02-01-102-053-1330
1994 Jamestown Drive	39-1	02-01-102-053-1331
1996 Jamestown Drive	39-2	02-01-102-053-1332
1998 Jamestown Drive	39-3	02-01-102-053-1333

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
2000 Jamestown Drive	39-4	02-01-102-053-1334
2002 Jamestown Drive	39-5	02-01-102-053-1335
2003 Jamestown Drive	40-1	02-01-102-053-1336
2001 Jamestown Drive	40-2	02-01-102-053-1337
1999 Jamestown Drive	40-3	02-01-102-053-1338
1997 Jamestown Drive	40-4	02-01-102-053-1339
2011 Jamestown Drive	43-1	02-01-102-053-1340
2009 Jamestown Drive	43-2	02-01-102-053-1341
2007 Jamestown Drive	43-3	02-01-102-053-1342
2005 Jamestown Drive	43-4	02-01-102-053-1343
2004 Jamestown Drive	44-1	02-01-102-053-1344
2006 Jamestown Drive	44-2	02-01-102-053-1345
2008 Jamestown Drive	44-3	02-01-102-053-1346
2010 Jamestown Drive	44-4	02-01-102-053-1347
2190 Queensburg Circle	1-1	02-01-102-053-1348
2192 Queensburg Circle	1-2	02-01-102-053-1349
2194 Queensburg Circle	1-3	02-01-102-053-1350
2196 Queensburg Circle	1-4	02-01-102-053-1351
2198 Queensburg Circle	1-5	02-01-102-053-1352
2183 Queensburg Circle	4-1	02-01-102-053-1353
2185 Queensburg Circle	4-2	02-01-102-053-1354
2187 Queensburg Circle	4-3	02-01-102-053-1355
2189 Queensburg Circle	4-4	02-01-102-053-1356
2191 Queensburg Circle	4-5	02-01-102-053-1357
2192 Williamsburg Drive	7-1	02-01-102-053-1358
2190 Williamsburg Drive	7-2	02-01-102-053-1359
2188 Williamsburg Drive	7-3	02-01-102-053-1360
2186 Williamsburg Drive	7-4	02-01-102-053-1361
2184 Williamsburg Drive	7-5	02-01-102-053-1362
2188 Queensburg Circle	2-1	02-01-102-053-1363
2186 Queensburg Circle	2-2	02-01-102-053-1364
2184 Queensburg Circle	2-3	02-01-102-053-1365
2182 Queensburg Circle	2-4	02-01-102-053-1366
2180 Queensburg Circle	2-5	02-01-102-053-1367
2169 Queensburg Circle	6-1	02-01-102-053-1368
2167 Queensburg Lane	6-2	02-01-102-053-1369
2165 Queensburg Lane	6-3	02-01-102-053-1370
2163 Queensburg Lane	6-4	02-01-102-053-1371
2161 Queensburg Lane	6-5	02-01-102-053-1372
2159 Queensburg Lane	6-6	02-01-102-053-1373
1164 Foxglove Lane	6A	02-01-102-053-1374

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
1162 Foxglove Lane	6B	02-01-102-053-1375
1168 Foxglove Lane	6C	02-01-102-053-1376
1166 Foxglove Lane	6D	02-01-102-053-1377
1144 Foxglove Lane	4A	02-01-102-053-1378
1142 Foxglove Lane	4B	02-01-102-053-1379
1148 Foxglove Lane	4C	02-01-102-053-1380
1146 Foxglove Lane	4D	02-01-102-053-1381
1152 Foxglove Lane	5A	02-01-102-053-1382
1154 Foxglove Lane	5B	02-01-102-053-1383
1158 Foxglove Lane	5C	02-01-102-053-1384
1156 Foxglove Lane	5D	02-01-102-053-1385
1169 Foxglove Lane	2A	02-01-102-053-1386
1167 Foxglove Lane	2B	02-01-102-053-1387
1165 Foxglove Lane	2C	02-01-102-053-1388
1163 Foxglove Lane	2D	02-01-102-053-1389
1161 Foxglove Lane	2E	02-01-102-053-1390
2181 Queensburg Lane	3-1	02-01-102-053-1391
2179 Queensburg Lane	3-2	02-01-102-053-1392
2177 Queensburg Circle	3-3	02-01-102-053-1393
2175 Queensburg Lane	3-4	02-01-102-053-1394
2173 Queensburg Lane	3-5	02-01-102-053-1395
2171 Queensburg Lane	3-6	02-01-102-053-1396
2148 Abbeywood Court	9-1	02-01-102-053-1397
2150 Abbeywood Court	9-2	02-01-102-053-1398
2152 Abbeywood Court	9-3	02-01-102-053-1399
2154 Abbeywood Court	9-4	02-01-102-053-1400
2156 Abbeywood Court	9-5	02-01-102-053-1401
2158 Abbeywood Court	9-6	02-01-102-053-1402
2123 Abbeywood Court	13-1	02-01-102-053-1403
2125 Abbeywood Court	13-2	02-01-102-053-1404
2127 Abbeywood Court	13-3	02-01-102-053-1405
2129 Abbeywood Court	13-4	02-01-102-053-1406
2131 Abbeywood Court	13-5	02-01-102-053-1407
2133 Abbeywood Court	13-6	02-01-102-053-1408
2118 Williamsburg Drive	14-1	02-01-102-053-1409
2120 Williamsburg Drive	14-2	02-01-102-053-1410
2122 Williamsburg Drive	14-3	02-01-102-053-1411
2124 Williamsburg Drive	14-4	02-01-102-053-1412
2126 Williamsburg Drive	14-5	02-01-102-053-1413
2157 Abbeywood Court	10-1	02-01-102-053-1414
2155 Abbeywood Court	10-2	02-01-102-053-1415

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<u>Address</u>	<u>Unit No.</u>	<u>Permanent Index Number</u>
2153 Abbeywood Court	10-3	02-01-102-053-1416
2151 Abbeywood Court	10-4	02-01-102-053-1417
2149 Abbeywood Court	10-5	02-01-102-053-1418
2147 Abbeywood Court	10-6	02-01-102-053-1419
2136 Williamsburg Drive	11-1	02-01-102-053-1420
2138 Williamsburg Drive	11-2	02-01-102-053-1421
2140 Williamsburg Drive	11-3	02-01-102-053-1422
2142 Williamsburg Drive	11-4	02-01-102-053-1423
2144 Williamsburg Drive	11-5	02-01-102-053-1424
2146 Williamsburg Drive	11-6	02-01-102-053-1425
2172 Queensburg Lane	5-1	02-01-102-053-1426
2174 Queensburg Lane	5-2	02-01-102-053-1427
2176 Queensburg Lane	5-3	02-01-102-053-1428
2178 Queensburg Lane	5-4	02-01-102-053-1429
1173 Foxglove Lane	1-1	02-01-102-053-1430
1175 Foxglove Lane	1-2	02-01-102-053-1431
1177 Foxglove Lane	1-3	02-01-102-053-1432
1179 Foxglove Lane	1-4	02-01-102-053-1433

**EXHIBIT B
TO AMENDED AND RESTATED
DECLARATION FOR
HERITAGE MANOR IN PALATINE CONDOMINIUM ASSOCIATION**

The Amended and Restated By-Laws of
HERITAGE MANOR IN PALATINE CONDOMINIUM ASSOCIATION
an Illinois not-for-profit Corporation

**ARTICLE I
NAME OF CORPORATION**

The name of this corporation is Heritage Manor in Palatine 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 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 B to the Amended and Restated Declaration of Heritage Manor in Palatine 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 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 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.

2.04 INCORPORATION OF PROVISIONS OF THE ACT. These By-Laws shall be deemed to incorporate and include any provisions which are specifically required by the Act from time to time to be included in the By-Laws including, without limitation, those provisions required in Section 18 of the Act.

EXHIBIT B
TO AMENDED AND RESTATED
DECLARATION FOR
HERITAGE MANOR IN PALATINE CONDOMINIUM ASSOCIATION

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HERITAGE MANOR IN PALATINE CONDOMINIUM ASSOCIATION
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**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.

3.02 PRINCIPAL OFFICE. The Association's principal office shall be maintained on the Parcel 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 exclusively 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. Only members in good standing shall be permitted to vote or run for or serve on the Board. "Good standing" shall be defined as having paid all assessments, costs, fines and fees owed to the Association up to and through the last day of the preceding month.

4.02 PLACE OF MEETING; QUORUM. Meetings of the Owners shall be held on the Property or at such other place in the County in which the 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 set forth in Roberts Rules of Order, as from time to time published. Voting Members holding thirty-three percent (33%) 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 action:

- (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.

The affirmative vote of two-thirds (2/3) of the votes entitled to be cast shall be required for the purchase or sale of land or of Dwelling Units on behalf of all Owners.

4.03 ANNUAL MEETINGS. There shall be an annual meeting of the Owners each June on such day and at such time as designated by the Board of Directors.

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 percent (20%) 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 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 Property shall be vested in the Board, which shall consist of nine (9) persons ("Directors"). 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 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 an Owner shall have the right to vote for Directors unless such Owner expressly retains such right in writing. Four (4) Directors shall be elected in even numbered years and five (5) Directors shall be elected in the odd numbered years. 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.

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

Directors at the annual meeting of the Owners, for the purpose of electing officers and such other purposes as the Board deems appropriate.

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, not less than four 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 at least one-third (1/3) 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 Dwelling 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 and, if required under the Act, notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the Dwelling 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 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 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.

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

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meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. Any Director may be removed by action of the remaining Directors if a Director misses three (3) consecutive meetings without good cause shown. 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 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 GENERAL POWERS OF THE BOARD. The Board shall have the following general powers:

(a) The Board may engage the services of an agent to manage the portions of the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for professional management, except as hereinafter provided, shall provide for termination by the Board without cause upon no more than ninety (90) days written notice, without the payment of a termination fee.

(b) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.

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

(d) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent).

(e) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties and authority vested therein by law or the

condominium instruments except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

- (1) Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements in a neat and orderly manner and in accordance with the ordinances of the Village;
- (2) Preparation, adoption and distribution of the annual budget for the Property;
- (3) Levying of assessments;
- (4) Collection of assessments from Unit Owners;
- (5) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (6) Obtaining adequate and appropriate kinds of insurance;
- (7) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- (8) Adoption and amendment of rules and regulations covering the detail 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 which contains the full text of the proposed rules and regulations; however no rules or regulations may impair any rights guaranteed by The First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution;
- (9) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (10) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;
- (11) 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;

(12) Impose charges for late payments 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, levy reasonable fines for violation of this Declaration and rules and regulations of the Association;

(13) By a majority vote of the entire Board, assignment of the Association's right to future income from Common Expenses or other sources, and mortgage or pledge of substantially all of the assets of the Association;

(14) 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 this Declaration;

(15) Record the granting of an easement for the laying of cable television cable where applicable pursuant to the provisions of this Declaration;

(16) Take all other reasonable actions in order to keep the Property, the Association and the Common Elements operating in an orderly fashion.

(17) To delegate the exercise of its power to committees appointed pursuant to Article VII of these By-Laws.

(f) Subject to the provisions herein, the Board for the benefit of all the Unit Owners shall acquire and shall pay from the maintenance fund hereinafter provided for, the following:

(1) Operating expenses of the Common Elements, including water, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(2) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with any other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses.

(3) Painting cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the interior surfaces of the Units and repair of windows and frames and screens which the Unit Owners shall paint, clean, decorate, wash, maintain, and repair) and such furnishings and equipment, for the Common Elements as the Board shall determine are necessary and proper.

(4) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and By-Laws or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium development or for the enforcement of the restrictions contained herein.

(5) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property; or against the Common Elements, rather than merely against the interests therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Unit Owners.

(6) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the Building, or if a Unit Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner, provided that the Board may levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(g) The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners having not less than two-thirds (2/3) of the total votes.

(h) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

ARTICLE VI OFFICERS

6.01 OFFICERS. The officers of the Association shall be a President, a Vice President, a Secretary, 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, Vice President, Secretary and Treasurer shall be Directors. The Board may appoint a Recording Secretary for purposes of taking minutes of the Board and Homeowners' meetings, who need not be either a director or owner.

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

(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 moneys 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.

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.

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 and attested to by the 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 and countersigned by the 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, bequest, 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 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.

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

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

ARTICLE XI
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

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in 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.