

UNOFFICIAL COPY



0816939053

Doc#: 0816939053 Fee: \$244.0
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/17/2008 01:53 PM Pg: 1 of 10

For Use By Recorder's Office Only

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEER RUN CONDOMINIUM, PHASE II

After recording to be returned to:

MATTHEW L. MOODHE, ESQ.
Kovitz Shifrin Nesbit
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 – 847/537-0500

UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEER RUN CONDOMINIUM, PHASE II

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. DEFINITIONS	
1.01 Act	2
1.02 Association	2
1.03 Board	2
1.04 Building or Buildings	2
1.05 Commissioner	2
1.06 Common Elements	2
1.07 Declaration	2
1.08 Limited Common Elements	2
1.09 Majority or Majority of the Units Owners	2
1.10 Occupant	2
1.11 Owner or Unit Owner	2
1.12 Outlot A	2
1.13 Parcel	2
1.14 Person	3
1.15 Plat	3
1.16 Property	3
1.17 Regulatory Agreement	3
1.18 Unit	3
1.19 Unit Ownership	3
1.20 Voting Member	3
II. UNITS	
2.01 Description and Owners	4
2.02 Certain Structures Not Constituting Part of a Unit	4
III. COMMON ELEMENTS	
3.01 Description	4
3.02 Ownership and Use of Common Elements	5
3.03 Limited Common Elements	5
IV. GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS	
4.01 Submission of Property to the Act	6
4.02 No Severance of Ownership	6
4.03 No Partition of Common Elements or Units	6
4.04 Maintenance of Common Elements; Common Expenses	6

UNOFFICIAL COPY

4.05	Patios, Balconies, Garage Spaces and Exterior Stairways	7
4.06	Driveways.....	7
4.07	Air Conditioning Compressors; Television Antennas.....	7
4.08	Easements	8
4.09	Easement for Fireplace Flue	9
4.10	Separate Mortgages of Units.....	10
4.11	Separate Real Estate Taxes	10
4.12	Utilities.....	10
4.13	Insurance; Unit Owners.....	10
4.14	Maintenance, Repairs and Replacement of Units	11
4.15	Maintenance, Repair and Replacement of Limited Common Elements ..	12
4.16	Negligence of Owner.....	12
4.17	Joint Facilities.....	13
4.18	Alterations, Additions and Improvements	13

V, VI AND VII INITIAL BY-LAWS OF THE DECLARATION

VIII. RESPONSIBILITY OF TRANSFEREES FOR UNPAID ASSESSMENTS

8.01	Responsibility of Transferees for Unpaid Assessments	13
------	--	----

IX. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

9.01	Insurance	14
9.02	Substantial Restoration	14

X. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

10.01	Abatement and Enjoyment.....	15
10.02	Involuntary Sale.....	15

XI. GENERAL PROVISIONS

11.01	Notices to Mortgage Lenders	16
11.02	Consent of Unit Owners and Mortgage Holders in Certain Instances ..	16
11.03	Service of Notices on Owner or Board	18
11.04	Covenants to Run With Land	19
11.05	Non-Waiver of Covenants	19
11.06	Amendments to Declaration	19
11.07	Severability.....	19
11.08	Perpetuities and Restraints on Alienation.....	19
11.09	Regulatory Agreement	20
11.10	Ownership by Trust	20
11.11	Liability of and Indemnity to Board Members	20
11.12	Ordinance of Village of Palatine	21

UNOFFICIAL COPY

XII. OUTLOT A

By-Laws of Deer Run Condominium Association, Phase II

- Exhibit A** **Legal Description and Unit Numbers, PIN Numbers and Percentage of Interest**
- Exhibit B** **Certification as to Unit Owner Approval**
- Exhibit C** **Affidavit as to Mortgagee Notification**
- Exhibit D** **Outlot A - Legal Description**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEER RUN CONDOMINIUM, PHASE II

THIS AMENDED AND RESTATED DECLARATION is made by at least two-thirds (2/3) of the Owners in accordance with Article XII, Section 12.08 of the Declaration for DEER RUN CONDOMINIUM ASSOCIATION PHASE II, recorded with the Cook County Recorder of Deeds as Document No. 85116690.

RECITALS:

WHEREAS, the Property is legally described in Exhibit "A" hereto and the developments includes residential units; and

WHEREAS, in order to provide for the orderly and proper administration and maintenance of the condominium units (as defined in Article I), the Declarant formed the Deer Run Condominium Association Phase II under the Illinois General Not-For-Profit Corporation Act; and

WHEREAS, as set forth below, the Owners have approved this Amended and Restated Declaration; and

WHEREAS, the Association has the responsibility for administering and maintaining portions of the Property and establishes budgets and assessments to pay the expenses incurred in connection with such duties; and

WHEREAS, each Owner of the Condominium Unit is a member of the Association and is responsible for paying assessments with respect to the Condominium owned by such Owner; and

NOW, THEREFORE, the members of the Association and its duly elected Board of Managers believes that it is in the best interests of the Association to amend the original Declaration and By-Laws, and this Amended and Restated Declaration has been approved by at least two-thirds (2/3) of the total votes of all members of the Association as provided for in Article XII, Section 12.08 of the Declaration.

ARTICLE I

Definitions

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

UNOFFICIAL COPY

- 1.01. **Act**. The Condominium Property Act of the State of Illinois, as amended.
- 1.02. **Association**. The Deer Run Condominium Association, Phase II.
- 1.03. **Board**. The Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association and the By-Laws thereof.
- 1.04. **Building or Buildings**. The Building or Buildings constructed by the Developer, located on the Parcel and forming part of the Property and containing the Units as indicated by the Plat.
- 1.05. **Commissioner**. The Federal Housing Commissioner.
- 1.06. **Common Elements**. All portions of the Property, except the Units.
- 1.07. **Declaration**. This instrument by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and which shall include such amendments, if any, to this instrument as may be adopted from time to time pursuant to the terms hereof.
- 1.08. **Limited Common Elements**. "Limited Common Elements" means a portion of the common elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.
- 1.09. **Majority or Majority of the Unit Owners**. The Owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.
- 1.10. **Occupant**. Person or persons, other than an Owner, in lawful possession of one (1) or more Units.
- 1.11. **Owner or Unit Owner**. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- 1.12. **Outlot A**. Property legally described in Exhibit D and referred to in the Declaration of Condominium Ownership for Deer Run Condominium Association Phase I filed with the Offices of the Recorder of Deeds of Cook County on August 22, 1984 as Document No. 27227082.
- 1.13. **Parcel**. The entire tract of real estate described on said attached Exhibit "A" which is hereby submitted to the provisions of the Act.

UNOFFICIAL COPY

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

1.15. **Plat**. The Plat or Plats of Survey of the Parcel and all Units in the Property submitted to the provisions of the Act, which Plat or Plats is attached to the original Declaration.

1.16. **Property**. All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, 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, submitted to the provisions of the Act.

1.17. **Regulatory Agreement**. The Agreement between the Commissioner and the Association.

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

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

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

1.19. **Unit Ownership**. A part of the Property consisting of one (1) Unit and the undivided interest in the Common Elements appurtenant thereto.

1.20. **Voting Member**. One (1) person with respect to each Unit Ownership designated and entitled to vote at any meeting of the Units Owners.

UNOFFICIAL COPY

ARTICLE II

Units

2.01. **Description and Ownership.** All Units in the Buildings located on the Parcel are delineated on the surveys attached to the original Declaration as Exhibit "B". The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat.

Each Unit is bounded by perimeter walls consisting of, and including within said Unit, drywall material and unless otherwise delineated on said Exhibit "B", said Unit drywall material and each Unit consists of the area measured horizontally between the interior sides (that side facing the Unit interior) of said drywall perimeter walls, and vertically each Unit consists of the space between the top of the floor and the lowerside of the drywall ceiling (that side facing the Unit interior). Said Unit shall include the entire front and rear door (if any).

Except as otherwise provided by the Condominium Property Act, no Unit Owner shall, by deed, plat or otherwise, combine or 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 the Plat.

2.02. **Certain Structures not Constituting Part of a Unit.** Except as a tenant-in-common with all other Unit Owners so served, no Unit Owner shall own any pipes, wires, conduits, public utility lines, ducts, structural components or water meters running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

ARTICLE III

Common Elements

3.01. **Description.** Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property, except the individual Units and Outlot A. Without limiting the generality of the foregoing, the Common Elements shall include entrances and exits, patios, balconies, storage areas, sump pumps, attics, roofs, incinerators, pipes, ducts, flues, chutes, electrical wiring and conduits, piping, sewers, sewer lines, public utility lines and other utility installations to the outlets, such component parts of air conditioning piping, floors, ceilings and perimeter walls not located within the Unit boundaries as shown on the Plat, and all

UNOFFICIAL COPY

structural parts of the Building, including all structural columns located within the boundaries of a Unit.

3.02. Ownership and Use of Common Elements. Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements (including the use of any recreational facilities located thereon), and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Such right to use the Common Elements shall extend to each Unit Owner, his agents, tenants, family members and invitees and shall be subject to the Act, Declaration and Rules and Regulations of the Board of Managers. The use of the Common Elements shall be subject to the Rules and Regulations issued by the Board of Managers of the Association. 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 the schedule attached to the original Declaration as Exhibit "C" or as amended from time to time and set forth in a recorded Amendment provided for herein and by this reference made a part hereof as though fully set forth herein. The aforesaid percentages of ownership interest have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by recorded Amendment to this Declaration, including a revised Exhibit "C", either in accordance with the Act or as otherwise provided in this Declaration. Each Unit Owner's right to vote is set forth in this Declaration and in the By-Laws in Exhibit "D" attached hereto and made a part hereof.

3.03. Limited Common Elements.

a. A portion of the Common Elements are composed of "Limited Common Elements" which are reserved for the use of a certain Unit or Units to the exclusion of other Units. The following is a designation of Limited Common Elements: balconies, patios, interior and exterior stairs, hallways, drive-ways and utility meter areas are hereby designated as Limited Common Elements, and each Unit Owner shall be entitled to the exclusive use and possession of that balcony or balconies, patio or patios and drive-ways direct access to which is provided from any part of his respective Unit, and which is or are located outside of and adjoining any part of his respective Unit. Each Unit Owner shall have the exclusive right to use that portion of the driveway which is an extension of the floor of the garage portion of his Unit.

b. Those parts of the Common Elements serving exclusively each Building as an inseparable appurtenance thereto, including, without limitation, the structural components of each Building (the exterior walls of and contained in each Building, floors, ceilings, doors,

UNOFFICIAL COPY

windows, roofs, foundations, support columns, conduits and pipes relating to utility facilities placed in each Building and all associated fixtures and structures therein, all as may lie outside the Unit boundaries), are hereby designated as Limited Common Elements for the exclusive use and benefit of the Units contained in each Building.

c. The Unit Owners of any Building shall not alter the Limited Common Elements of a Unit or a particular Building except to the extent and in conformance with the Rules and Regulations adopted by the Board.

ARTICLE IV

General Provisions as to Units and Common Elements

4.01. **Submission of Property to the Act.** The Property is hereby submitted to the "Illinois Condominium Property Act" of the State of Illinois, as amended.

4.02. **No Severance of Ownership.** No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without 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 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. **No Partition of Common Elements or Units.** There shall be no partition of the Common Elements and/or Units through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

4.04. **Maintenance of Common Elements; Common Expenses.** Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board or Association. Each Unit Owner shall pay his proportionate share of the Common Expenses (as hereinafter defined). In the event of the failure of a Unit Owner to pay his proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

In the event that the Association or the Board of Managers fails to or refuses to perform maintenance or repair work on any portion of the water mains, sewer mains or other private improvements within a reasonable period of time after written notice from the Village of Palatine to do so, the appropriate employees and agents of the Village of Palatine shall have the right to enter upon the Common Elements from

UNOFFICIAL COPY

time to time as may be necessary to perform said repair and maintenance work at the cost of the Association.

In such event, the Village of Palatine shall have a lien upon the Units for the reasonable cost and expense of the work performed by it; each Unit Owner shall be liable for the payment of his Unit's proportionate share of such costs. Such lien may be foreclosed and enforced by the Village, which may also recover all reasonable costs and attorneys' fees in so doing, in the manner provided by law. Upon the recording of this Declaration, the initial Board of Managers and all subsequent Boards of Managers, upon accepting their respective offices, and all Unit Owners, upon acquiring title to their respective Units, shall be bound by and are deemed to consent to the provisions of this Paragraph 4.04.

4.05. Patios, Balconies, Garage Spaces and Exterior Stairways. All patios, balconies, garage spaces and exterior stairways, to the extent not part of a Unit, if any, shall be part of the Limited Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that patio, balcony and/or exterior stairway, if any, direct access to which is provided from his respective Unit. To the extent a portion of balcony or exterior stairway serves more than one (1) second floor Unit, each Unit Owner of the Unit said balcony or stairway serves shall be entitled to use and possession thereof to the exclusion of other Unit Owners. A Unit Owner shall not change said patio, balcony and stairway in any manner contrary to such Rules and Regulations as may be established by the said Board or Association.

4.06. Driveways. All driveways shall be a part of the Limited Common Elements and not a part of any individual Unit. Maintenance (including the dressing of any black top driveways), repair, replacement and snow removal of the driveways shall be a Common Expense of the Association.

4.07. Air Conditioning Compressors; Television Antennas. Adjoining each Building are air conditioning compressors serving Units in each Building, which compressors are located on concrete pads. Each air conditioning compressor and the concrete pad upon which it is located are hereby deemed owned by the Owner of the Unit which it serves and said Unit Owner shall have all incidents of ownership in connection with said compressor and concrete pad, including the risk of loss, damage, destruction, maintenance and repair.

Each Building in the Property may have a master television antenna system serving the Units within said Building and to the extent necessary for the Association, or its designees to inspect, repair or replace said system. Each Unit Owner does, hereby grant to the Association, the Board or its designees, an easement and right of access at all necessary times to inspect, repair or replace said system.

UNOFFICIAL COPY

4.08. Easements.

a. **Encroachments.** In the event that, by reason of the construction, settling or shifting of all or any of the Buildings, or the design or construction of any Unit, 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 of any other Unit, or if, by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one (1) Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing.

b. **Easements for Utilities and Commercial Entertainment.** The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company and all other public utilities servicing the Property and the Future Development Area and the Village of Palatine, Illinois, and any person or entity 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, wires, transformers, switching apparatus and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property, the Future Development Area and the Unit Owners with utility services, together with reasonable rights of ingress to and egress from the Property for said purpose. The Board or Association may hereafter grant other or additional easements for utility and commercial entertainment purposes for the benefit of the Property, the Future Development Area and the Unit Owners, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney coupled with an interest to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility or commercial entertainment lines and structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

c. **Water Charges; Watering Common Areas; Certain Exterior Water Faucets.** All water used by the Association or Unit Owners shall be deemed a Common Expense. The Association and their designees, their successors and assigns, reserves the right to attach hoses and other water sprinkling devices to, and obtain water from, the water faucets on the exterior of the first floor of each Building on the Property to furnish water to clean and maintain the Common Elements, including the Common Elements of the Deer Run Condominium Association (Phase I). The duty to maintain, repair and replace the exterior portion of said outside water

UNOFFICIAL COPY

faucets shall remain in the Owner of each Unit to which said water faucet is connected, but said Unit Owner shall be promptly reimbursed by the Association as to said costs incurred. This grant is perpetual and cannot be terminated without the consent of the Board.

d. **Easements to Run with Land.** All easements and rights described herein are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in the Property or Future Development Parcel, or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4.09. **Easement for Fireplace Flue.** The Owner of each three-bedroom Unit located on the second story of each Building, does hereby grant an easement to the Owner of the Unit immediately below, for the use and benefit and appurtenant to, said first story Unit, to install, maintain, replace and remove a flue extending from the fireplace installed, or to be installed in said first floor three-bedroom Unit, which easement is located in that portion of said second story Unit as an enclosed space between the utility and living room. Said easement shall include reasonable means of access to said space and further the right to remove all or a portion of the wall which divides said space from said utility room. To the extent said wall is removed, the Owner of said first floor Unit shall be required to promptly restore said wall to the condition which it was in prior to its removal, including any required re-taping, re-plastering and redecorating. The Owner of said first floor Unit shall have such reasonable rights of access to said second story Unit, to effectuate the intent of this easement, upon five (5) days written notice given to the Owner of second story Unit. If said easement does not terminate, as hereinbelow set forth, this easement is a permanent and perpetual easement granted by and on behalf of the Owner of each three-bedroom Unit located on the second story of each Building and said easement shall be appurtenant to and solely for the benefit of the Unit immediately beneath said second story Unit. As to each applicable Unit located on the second story of each Building, this easement shall terminate in the event the Declarant conveys title to said first story Unit to a purchaser without Declarant, its contractors or subcontractors having actually installed a fireplace in said first story Unit on or before six (6) months after the date of said conveyance. Said flue shall be deemed a Common Element.

The Owner of each three-bedroom Unit on the first or second floor who installs a fireplace in his Unit as hereinabove stated is further granted an easement to install, maintain, replace and remove a flue extending from the fireplace installed,

UNOFFICIAL COPY

and for reasonable means of access of said space, including the further right to remove all or a portion of the wall which divides said space from said utility room, over all of the Common Elements in said Unit Owner's Building for said purposes aforesaid.

Except as hereinabove set forth, no Unit Owner shall install any fireplace or fireplace flue in his Unit after the conveyance of said Unit by Declarant.

4.10. **Separate Mortgages of Units.** Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

4.11. **Separate Real Estate Taxes.** It is intended 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. In the event that for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements. Upon authorization by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board of Managers, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

4.12. **Utilities.** Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

4.13. **Insurance; Unit Owners.** Each Unit Owner shall be responsible for obtaining and keeping in full force and effect his own insurance on the decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability as Owner of said Unit, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided herein.

The Board shall not be responsible for obtaining insurance on any additional alterations or improvements made by any Unit Owner to his own Unit (for example, wall treatments affixed to the Unit walls, etc.) unless and until such Unit Owner shall request the Board in writing to do so, and shall make arrangements satisfactory to the Board to either pay for or reimburse the Board for any additional premiums attributable thereto; and upon the failure to such Unit Owner so to do, the Board

UNOFFICIAL COPY

shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner, the Board and the Association hereby waive and release any and all claims which they may have against any other Unit Owner, the Association, its officers, members of the Board, the Declarant, the Developer, the manager and managing agent of the Buildings, if any, and their respective employees and agents, for 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.

4.14. Maintenance, Repairs and Replacement of Units.

a. **By the Board.** The Board or Association, at its expense, shall be responsible for the maintenance, repair and replacement of the exterior portions of the Buildings those portions, if any, of each Unit which contribute to the support of the Buildings, excluding, however, interior wall, ceiling and floor surfaces, except to the extent insurance proceeds received by the Board resulting from said damage or destruction. In addition, the Board or Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 2.01 and 2.02, 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 Owner under any other provision of this Declaration.

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

(i) all of his maintenance, repairs and replacements within his own Unit, and all internal installations in such Unit, such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Sections 2.01 and 2.02. The Board or Association may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(ii) all of the decorating within his own Unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit

UNOFFICIAL COPY

Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions in good condition, at his sole expense, as may be required from time to time, which said maintenance and use shall be subject to the Rules and Regulations of the Board or Association. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. In addition and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against the Board, Association or another Unit Owner for any work (such as exterior window cleaning or decorating) 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 writing in advance by the Board or Association or, upon proper request by the Unit Owner that the Board perform said work and the Board fails to so do, except as provided herein.

4.15 **Maintenance, Repair and Replacement of Limited Common Elements.**

With respect to Limited Common Elements, instead of furnishing the maintenance, repair or replacement to such category or class of Limited Common Elements the Board may, in its discretion, (i) require each Owner to furnish such services to Limited Common Elements which are appurtenant to his Dwelling Unit at his own expense, or (ii) furnish such services to Limited Common Elements but assess the cost thereof to Owners of Dwelling Units benefited thereby on the basis of Undivided Interests or in equal shares, whichever the Board feels, in its sole discretion, to be appropriate.

4.16. **Negligence of Owner.** Unit Owners, the Board and the Association hereby waive any and all claims which they may have against any other Unit Owner due to

UNOFFICIAL COPY

the negligent act or omission of said Unit Owner, or a member of his family or household pet or of a guest or any other authorized Occupant or visitor of such Unit Owner for damage caused to the Common Elements or Units owned by others, to the extent that such damage is covered by insurance carried by the Association or Board of Managers or the Unit Owner who has suffered damage. Except as otherwise set forth in this Declaration, if due to the 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 or Units or the Common Elements owned by others, or maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, which determinations shall be uniformly applied considering the particular circumstances of each situation.

4.17. **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 Owners shall be subject to the Rules and Regulations of the Board. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Building, 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.

4.18. **Alterations, Additions and Improvements.** No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board.

ARTICLES V, VI and VII

Initial By-Laws of the Declaration

Articles V, VI and VII constitute the initial By-Laws of the Declaration and consist of all of the Articles of the By-Laws appended hereto as Exhibit "D" and made a part hereof.

ARTICLE VIII

Responsibility of Transferees for Unpaid Assessments

8.01. **Responsibility of Transferees for Unpaid Assessments.** In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer,

UNOFFICIAL COPY

without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Association and such transferee shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth. The Board may charge a reasonable amount for issuing said statement.

ARTICLE IX

Damage or Destruction and Restoration of Buildings

9.01. Insurance.

a. **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, 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, 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 shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the Property as hereinafter provided in Article XI or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as therein provided, then such repairs, restoration or reconstruction shall not be undertaken.

b. **Insufficient Insurance.** In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred eighty (180) days after said damage or destruction, then the provisions of the Act in such event shall apply.

9.02. **Substantial Restoration.** Repair, restoration or reconstruction of the improvements, as used in this Article IX, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

UNOFFICIAL COPY

ARTICLE X

Remedies for Breach of Covenants, Restrictions and Regulations

10.01. **Abatement and Enjoinment.** The violation of any restriction, condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights as set forth in the next succeeding section, to:

a. Enter upon the Property on which, or as to which, such violation or breach exists and to summarily abate and remove, the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Developer, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass or conversion of or damage to property; or

b. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidation or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against the defaulting Owner and shall be added to and be 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 Owner and upon all of his additions and improvements thereto. All said rights and remedies are cumulative and may be exercised at any time and from time to time by the Board.

10.02. **Involuntary Sale.** If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board to said Owner, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board to said Owner, then the Board shall have the power to issue to and serve upon the Defaulting Owner notice in writing from the Board allowing the Board or its agents the right to possession of said Unit and denying the Owner the right to continue as an Owner and to continue to occupy, use or control his Unit and the Common Elements, if said violation shall continue for seven (7) days after said notice is given an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant or, in an alternative, a decree declaring the termination of the defaulting owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold (subject to the lien

UNOFFICIAL COPY

of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

ARTICLE XI

General Provisions

11.01. **Notices to Mortgage Lenders.** 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 to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed, including, but not limited to, the following:

a. Any condemnation loss or any casualty loss which affects a material portion of the project or any Unit on which there is a first mortgage held, insured or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable.

b. Any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor which remains uncured for a period of sixty (60) days.

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

d. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified hereinbelow in Paragraph 12.03.

11.02. **Consent of Unit Owners and Mortgage Holders in Certain Instances.** In the event certain Units are encumbered by mortgages issued by or insured by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation

UNOFFICIAL COPY

or similar governmental lending agencies which require the following conditions by their rules or regulations, then:

a. Any first mortgagee who obtains title to a Unit, pursuant to remedies provided in said mortgage or foreclosure of said mortgage, will not be liable for said Unit's unpaid expenses or charges which accrued prior to the acquisition of title to said Unit by the mortgagee except as may be provided in the Act; and

b. In case of condemnation or substantial loss to the Units and/or Common Elements of the Property, as may be amended, unless two-thirds (2/3) of the Unit Owners (other than the Declarant/Developer) of the individual Units, have given their prior written approval, the Association shall not:

- (i) by act or omission seek to abandon or terminate the Condominium, Project;
- (ii) partition or subdivide any Unit;
- (iii) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements [the granting of easements for public utility or for other public powers or for commercial entertainment purposes consistent with the intended use of the Common Elements by the Unit Owners shall not be deemed a transfer within the meaning of this subsection (iii)]; or
- (iv) use hazard insurance proceeds for loss to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of the Property;
- (v) to restore or repair the project in a manner not substantially in accordance with the Declaration and the original plans and specifications; and
- (vi) to reallocate the interests in the Common Elements or otherwise change the pro rata interest or obligations of the individual Unit.

c. The consent of two-thirds (2/3) of the Unit Owners and their first mortgage holders shall be required for the following:

- (i) any decision to terminate the legal status of the project as a Condominium; and
- (ii) any decision to add or amend any material provision (an addition or amendment shall not be considered material if it is for the purpose of correcting technical errors or for clarification only) of this Declaration and the By-Laws which establish, provide for, govern or regulate any of the following:

UNOFFICIAL COPY

- (1) voting;
- (2) assessments, assessment liens or subordination of such liens;
- (3) reserves for maintenance, repair and replacement of the Common Elements (or Units, if applicable);
- (4) insurance or fidelity bonds;
- (5) rights to use of the Common Elements;
- (6) responsibility for maintenance and repair of the project;
- (7) expansion or contraction of the project or the addition, annexation or withdrawal of Property to or from the project;
- (8) boundaries of any Unit, including partition and subdivision;
- (9) the interests in the Common or Limited Common Elements;
- (10) convertibility of Units into part of the Common Elements or of the Common Elements into Units;
- (11) leasing of Units;
- (12) imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit; and
- (13) any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

11.03. **Service of Notices on Owner or Board.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to any Owner at the common address of the Building in which his Unit is situated, Palatine, Illinois (indicating thereon the number of the respective Unit) or at such other address as herein provided. Notices to the Board shall be directed to such address as the Board may from time to time designate by either posting notices at the entrance to the Development or mailing to each Unit Owner. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to an Owner, when deposited in his mailbox for the Building.

UNOFFICIAL COPY

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

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

11.06. **Amendments to Declaration.** Where required, all amendments to this Declaration shall be in writing setting forth the change, modification or rescission, signed and acknowledged by the Board and two-thirds (2/3) of the Unit Owners and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon the recordation of such instrument in the Office of the Recorder of Deeds in Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. The provisions of Section 27(b) of the Act regarding amendments for the correction of errors shall apply to this Declaration as if specifically set forth herein.

11.07. **Severability.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity or enforceability of any other provisions of this Declaration which shall remain in full force and effect. 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.

11.08. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of:

- a. The rule against perpetuities or some analogous statutory provisions;
- b. The rule restricting restraints on alienation; or

UNOFFICIAL COPY

- c. Any other statutory or common law rules imposing time limits,

then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of George W. Bush, President of the United States of America.

11.09. **Regulatory Agreement.** Anything herein to the contrary notwithstanding, this Declaration, as it relates to the administration of the Association, shall be subject to any Regulatory Agreement of the Federal Housing Authority. In the event of any conflicts between the provisions of the Regulatory Agreement and the provisions of this Declaration or any other Exhibit hereto, the provisions of the Regulatory Agreement shall govern. While the Regulatory Agreement is in effect, a violation of the Regulatory Agreement by an Owner, tenant or Occupant of a Dwelling Unit shall be a default hereunder.

11.10. **Ownership by Trust.** 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 trust property remain vested in the trust beneficiary, then the trust estate 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 any such Unit Ownership. No liability shall be asserted against any such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created and the Declarant shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership, notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Owners.

11.11. **Liability of and Indemnity to Board Members.** The members of the Board and the officers thereof, and the Association shall not be liable to the Unit Owners for any mistake of judgment or for any acts or omissions made in good faith as such Board member, officers or acting as the Board or conducting the management duties thereof. The Unit Owners shall indemnify and hold harmless each of the members or officer of the Board, and the Association against all contractual liability to others arising out of contracts made by such Board members, officers on behalf of the Unit Owners or the Association, unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such Board members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. The liability of any Unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such Board members, officers, or by the managing agent on behalf of the Unit

UNOFFICIAL COPY

Owners or the Association shall be executed by such Board members, officers, or the managing agent, as the case may be, as agents for the Unit Owners or for the Board or Association.

11.12. **Ordinance of Village of Palatine.** Police, fire, water, health and other authorized municipal officers shall have reasonable ingress and egress to the Property for performance of official duties. It is further declared that the provisions of the traffic ordinances and regulations of the Village of Palatine, Illinois shall apply to the Property and all the residents therein.

a. In the event of a taking or acquisition of part or all of the Common Elements by a condemning authority, the Association shall represent all the Unit Owners and the award, or proceeds of settlement shall be payable to the Association, or any trustee appointed by the Association, to be held in trust for Unit Owners and their first mortgage holders as their interests appear. The responsibility for payment of assessments for any Unit, or portions thereof which is withdrawn from the condominium by condemnation or otherwise, shall cease.

b. Any restoration or repair of the Property, including the Units, Common Elements and Limited Common Elements after a partial condemnation shall be substantially in accordance with this Declaration and the original plans and specifications.

ARTICLE XII

Outlot A

12.01 Deer Run II and Deer Run I shall have the joint responsibility to provide for the maintenance, repair and replacement of Outlot A and the improvements located thereon.

12.02 The direction and administration of Outlot A shall be vested in a committee (hereinafter sometimes referred to as the "Outlot A Committee") consisting of four (4) members who each shall be appointed by the Board of Managers of their respective Associations. The Outlot A Committee shall consist of two (2) board members from DEER RUN I and two (2) board members from DEER RUN II. If both Board of Managers agree, the Outlot A Committee may be expanded to three (3) members from each board. Outlot A Committee members shall serve for one (1) year terms but shall not be limited to single term and may serve successive terms, Members of the Outlot A Committee must at all times concurrently serve as Board members of either DEER RUN I or DEER RUN II. Removal, resignation or vacating the position of Board member from the underlying Association shall immediately terminate membership as an Outlot A Committee member. Any Outlot A Committee member

UNOFFICIAL COPY

may be removed upon a three-fifths (3/5) vote by the Committee member's respective Board of Managers. DEER RUN I and DEER RUN II each shall have an affirmative obligation to promptly appoint members to the Outlot A committee and to promptly supplement such appointments as may become necessary.

12.03 Subject to the provisions of the Act, the Outlot A Committee shall have the exclusive jurisdiction and authority to make all decisions concerning the use and regulation of Outlot A, including, but not limited to, the following:

(a) To beautify, maintain, repair and replace Outlot A and the improvements located thereon as may be deemed necessary and proper to the committee;

(b) Each year, at least forty-five (45) days prior to the adoption of the annual budget for each respective Association, the Outlot A Committee shall prepare and distribute to each respective Board of Managers a proposed annual budget setting forth the total amount necessary to pay the cost of all anticipated common expenses relative to Outlot A which will be required in the ensuing fiscal year for rendering of all services, together with a reasonable amount considered by the Outlot A Committee to be necessary for reserve for contingencies and replacements of Outlot A and the improvements located thereon;

(c) Authorizing expenditures including fees for professional services;

(d) The creation of a bank account, procurement of a tax identification number and/or any other actions deemed necessary or convenient to operate the Outlot A Committee, including insurance to cover the members thereof, if necessary, and

(e) Adopting Rules and Regulations that will supersede any conflicting Rules and Regulations of the respective Associations governing Outlot A; upon the adoption of the Rules and Regulations, each respective Board of Managers will be required to adopt said Rules and Regulations in the exact form as adopted by the Outlot A Committee. Each respective Board of Managers will follow the directive of the Outlot A Committee in the issuance of notices of violations and will conduct hearings and if necessary, levy reasonable fines consistent with the Association's governing documents in the enforcement of the Rules and Regulations involving Outlot A. The underlying obligation to pay and collect the fines, which shall be deposited into the Outlot A bank account, shall remain with the respective unit owner but the Associations shall be obligated to take action to require payment and/or correct the violation and/or conduct.

UNOFFICIAL COPY

The underlying Associations may not usurp the authority or the directive of the Outlot A Committee by ignoring the violation or taking other inaction that would render the Outlot A Committee powerless.

12.04 The Outlot A Committee shall meet a minimum of two (2) times per year. Written notice of the meetings shall be mailed or delivered to all unit owners in the respective Associations no less than ten (10) and not more than thirty (30) days prior to the meetings. Special meetings of the Outlot A Committee may be called by any two (2) members thereof.

12.05 Four (4) members shall constitute a quorum of Outlot A Committee members for the transaction of any business at any meeting of the Outlot A Committee. The act of a majority of the Outlot A Committee Members present at a meeting at which a quorum is present shall be the act of the Outlot A Committee. If the Outlot A Committee is expanded to 6 members, then six (6) members shall constitute a quorum of Outlot A Committee members for the transaction of any business at any meeting of the Outlot A Committee.

12.06 The Boards of Managers of DEER RUN I and DEER RUN II shall each appoint one alternate member to participate in the Outlot A Committee, which alternate member shall participate only in such instances in which his or her vote is required because of the absence of an existing Outlot A Committee member.

12.09 In the event that the vote of the Outlot A Committee results in a tie on any issue, the disputed issue shall be sent to JAMS arbitration or any successor in interest thereto for a non-evidentiary one (1) person arbitration after the Outlot A Committee makes reasonable attempts to resolve the tie vote and declares an impasse on such issue. All costs shall be borne by the Outlot A Committee.

12.10 Deer Run II and Deer Run I agree to pay their pro-rata shares of the common expenses authorized by the Outlot A Committee based on the total number of units contained in DEER RUN I compared with DEER RUN II.

UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR DEER RUN CONDOMINIUM, PHASE II

THE BY-LAWS OF DEER RUN CONDOMINIUM ASSOCIATION, PHASE II, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I Name of Corporation

The name of this corporation is DEER RUN CONDOMINIUM ASSOCIATION, PHASE II.

ARTICLE II Purpose and Powers

2.01. **Purposes:** The purposes of this Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit D to the Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium, Phase II ("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, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The mere acquisition or rental of a Dwelling Unit or the mere act of occupancy of a Dwelling Unit will signify the Declaration and these By-Laws are accepted, ratified and will be complied with. In the event of a conflict between these By-Laws and the Declaration, the Declaration shall control.

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.
separate office from the registered office as designated by the Board.

UNOFFICIAL COPY

ARTICLE IV

Administration; Meetings of Members and the Board; Voting

4.01. **Board of Managers; Association.** The direction and administration of the Property shall be vested in a Board of Managers (hereinbefore and hereinafter sometimes referred to as "Board"), consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-Laws hereinafter mentioned, and as hereinafter set forth in Exhibit "D", acting collectively through the Board, shall be known as the Deer Run Condominium, Phase II, a not-for-profit corporation organized under the laws of the State of Illinois (herein called the "Association"). The provisions of these Articles I through XII shall constitute the initial and basic By-Laws of the Board and/or Association, as referred to in the Act. Each member of the Board shall be one (1) of the Unit Owners; 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 director, officer or employee of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. Every Unit Owner, upon becoming an Owner of a Unit or Units, shall be a member of the Association and shall remain a member of said Association until such time as his Ownership ceases, at which time the new Owner thereof shall become a member of the Association. There shall be only one (1) class of membership in the Association. The Association may issue certificates to evidence membership therein.

4.02. **Voting Rights of Unit Owners.** There shall be only one (1) person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member". Such Voting Member may be the Owner or, if the Unit is owned by more than one (1) Owner, then one (1) of the group composed of all of the Owners of that individual Unit, or may be some person designated by such Unit Owner or Owners, as the case may be, to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by written notice to the Board by the Owner or Owners. If, in the case of multiple individual owners of a Unit, no designation is given to the Board, then the Board, at its election, may recognize any individual Owner of the Unit as the Voting Member of such Unit. The total number of votes of all Voting Members, in the aggregate, from time to time, shall be one hundred (100) and each Owner or group of Owners of one (1) Unit (if owned by more than one (1) Owner) shall have a vote equal to the total percentage of ownership in the Common Elements of that Unit as set forth in Exhibit "C", which Exhibit "C" may be amended from time to time by Developer as provided in this Declaration. The Developer may exercise the voting rights with respect to any Unit owned by the Developer; provided, that when thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the vote, any percentage vote of members specified in the Act, this Declaration or the By-Laws shall require the specified percentage by number of Units rather than by percentage of ownership interest in the Common Elements.

UNOFFICIAL COPY

4.03 **Rules for Secret Balloting.** The Association may, upon adoption of the appropriate rules by the Board of Managers, 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 adopt rules to verify the status of the Unit Owner issued a proxy or casting a ballot. A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

4.04. **Meetings.**

a. **Quorum; Procedure.** As to members, the presence, in person or by proxy, at any meeting of the Voting Members (without regard to their number) of twenty percent (20%) of the total votes, shall constitute a quorum. If a quorum is not present at any meeting, a majority of the members present may adjourn the meeting from time to time. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. For purposes of election of the Board of Managers, in the event of a resale of a condominium Unit, the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract for purchase, shall during such time as he or she resides in the Unit, be counted toward quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for said purpose and shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this subsection, "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967, as amended.

When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in this Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units which would otherwise be applicable.

UNOFFICIAL COPY

However, anything to the contrary notwithstanding, the affirmative vote of not less than two-thirds (2/3) of the Voting Members shall be necessary for:

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

b. **Annual Meetings of Unit Owners.** There shall be an annual meeting of the Voting Members on the first Tuesday of March of each year, at 7:30 o'clock p.m., on the Property or at such other place, time or date as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. At each annual meeting of Unit Owners, the Voting Members shall, by a majority of the total votes present at such meeting, elect members of the Board of Managers (or after incorporation of said Condominium Association, a Board of Directors). A candidate for election to the Board, or his representative, shall have the right to be present at the counting of ballots of such election.

c. **Special Meetings of Unit Owners.** Special meeting of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings may be called by written notice, by the President, Board of Managers or by twenty percent (20%) of the Unit Owners. Said notice shall be given to the Voting Members not less than ten (10) days nor 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.

d. **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or sent by mail to the Unit Owner, addressed to each such person at the address given by him to the Board for the purpose of service of such notice or to the Unit of the owner with respect to which such voting right appertains, if no address has been given to the Board, and shall be deemed given as of the date postmarked.

UNOFFICIAL COPY

e. **Order of Business at Meetings of Unit Owners.**

The order of business at all meetings of the Owners of Units shall be as follows:

- (i) roll call;
- (ii) Proof of Notice of meeting or waiver of notice;
- (iii) reading of minutes of preceding meeting;
- (iv) reports of officers;
- (v) reports of committees;
- (vi) election of inspectors of election;
- (vii) election of Board of Directors;
- (viii) unfinished business;
- (ix) new business.

4.05. **Board of Directors (Board of Managers); Officers Meetings, Voting, Notices.**

a. **Board Members.** As to said Board, there shall be five (5) members, and a majority of said Board shall constitute a quorum. All members of the Board shall serve for their terms as hereinabove stated or until their successors are duly elected or appointed and qualified, but Members of the Board may succeed themselves, except as provided in subparagraph c as hereinbelow set forth.

(i) Vacancies on the Board may be filled by the remaining members of the Board by a two-third (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

(ii) The Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists.

(iii) Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss

UNOFFICIAL COPY

violations of Rules and Regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable Rules and Regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered to Board members 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. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

(iv) The Board shall meet at least four (4) times annually.

(v) The Board is hereby empowered and authorized to engage the services of a manager or managing agent.

b. **Officers Appointment.** The Board shall appoint, by majority vote, from among its members, a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members of the Association, and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account. The Board may also appoint, by majority vote, such other officers as it deems appropriate. An officer may be removed for cause by a majority vote of the Board of Directors, and upon such removal, the Board, by majority vote, shall appoint his successor the remainder of said officer's term or until a Unit Owners' meeting in accordance with the provisions of subparagraph a as hereinabove set forth.

c. **Removal of Board Members.** Any board member may be removed from office by the affirmative vote of the Owners having two-thirds (2/3) or more of the total votes, at any annual or special meeting of the Association called for that purpose.

d. **Annual and Special Meetings; Notices.** An annual meeting of the Board shall be held immediately following the annual meeting of the Unit Owners

UNOFFICIAL COPY

and at the same place. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board.

e. **Compensation of Board Members and Officers.** Neither Board members nor officers shall receive any compensation for their services. The Board of Managers may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children. Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) 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 of land or of Units on behalf of all Unit Owners.

4.06. **General Powers and Duties of the Board.** Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

- a. To administer the affairs of the Association and the Property;
- b. To elect the officers of the Association as hereinabove provided;
- c. To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof, upon such terms and for such compensation and with such authority as the Board or the Commissioner may approve; provided, that no management agreement may run for a period of beyond three (3) years, except for any management contract originally negotiated by Developer or Declarant which shall not exceed one (1) year. Any management agreement shall be terminable for cause by either party upon thirty (30) days written notice and will only be renewable by consent of the Association and management.
- d. To formulate policies for the administration, management and operation of the, Property and Common Elements thereof;
- e. To adopt administrative Rules and Regulations governing the administration, management, operation and use of the Property and the Common Elements;

UNOFFICIAL COPY

- f. To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- g. To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others and to make purchase for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be the employees of the managing agent);
- h. Preparation, adoption and distribution of the annual budget for the Property, including estimating the amount of the annual budget, and providing the manner of assessing and collecting from the Unit owners their respective shares of such estimated expenses as hereinafter provided;
- i. To comply with the instructions of a majority of the Voting Members (unless a greater plurality is required with respect to any issue or matter as elsewhere herein specified), as expressed in a resolution duly adopted at any annual or special meeting of the Voting Members; and
- j. To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Managers referred to in the Declaration and the By-Laws.
- k. Adoption and amendment of Rules and Regulations covering the details of the operation and use of 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 and which conforms to the requirements of Section 18(b) of the Act, 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;
- l. To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;
- m. 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 real property of the condominium;
- n. 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

UNOFFICIAL COPY

and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws and Rules and Regulations of the Association;

- o. Unless this Declaration or the By-Laws expressly provide to the contrary, assign its right to future income, including the right to receive Common Expenses;
- p. 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 provision of Section 14.2 of the Act;
- q. Record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Act.
- r. Seek relief on behalf of all Unit Owners when authorized pursuant to subsection (c) of Section 10 of the Act from or in connection with the assessment or levying of real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body; and
- s. To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Managers referred to in the Declaration or By-Laws.

4.07. **Specific Powers and Duties of the Board.** The Board, for the benefit of the Board, the Association and all Unit Owners shall acquire, and shall pay for, out of the maintenance fund hereinafter provided, the following:

a. **Insurance.**

(i) Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the

UNOFFICIAL COPY

Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

(ii) General Liability Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(iii) Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

(a) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

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

(c) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(iv) Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy required to be maintained by the Association must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in

UNOFFICIAL COPY

trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

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

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

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

(viii) Mandatory Unit Owner Coverage. The Board shall require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the directors may purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of

UNOFFICIAL COPY

its purchase of the insurance or the amounts or types of coverages obtained.

b. **Additional Expenses.** Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure, to pay for pursuant to the terms of the Declaration or By-Laws, or which, in its option, shall be necessary or proper for the maintenance and operation of the Property or for the enforcement of this Declaration;

c. **Certain Maintenance of Units.** Maintenance and repair of any Unit as provided in the Declaration and 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 a Building or Buildings, and the Owner or Owners of said Unit have 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 Owner or Owners; provided, that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary to determine whether any construction or maintenance is necessary and, further, to perform such maintenance and repairs. It may likewise enter any attic for inspection, maintenance, repair or construction. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund.

d. **Capital Additions and Improvements.** The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of Two Thousand and no/100 (\$2,000.00) Dollars, nor shall the Board authorize any structural alterations, capital additions to or capital improvements of the Common Elements requiring an expenditure in excess of Two Thousand and no/100 (\$2,000.00) Dollars, without, in each case, the prior approval of the Voting Members holding two-thirds (2/3) of the total votes cast at a duly convened meeting of Unit Owners.

e. **Certain Utility Services to Units.** The Board may pay, from the maintenance fund, for water charges and taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service the expense of which is charged to the maintenance fund.

4.08. **Vouchers.** All vouchers for payment of expenditures by the Board 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

UNOFFICIAL COPY

of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

4.09. Rules and Regulations; Management.

a. **Rules.** The Board may adopt such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such Rules and Regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such Rules and Regulations.

b. **Records of the Association - Availability for Examination.** The Manager or Board of Managers shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

(i) copies of the recorded Declaration and By-Laws and any amendments, Articles of Incorporation of the Association, annual reports and any Rules and Regulations adopted by the Association or its Board of Managers shall be available. Prior to the organization of the Association the Developer shall maintain and make available the records set forth in this subsection (i) for examination and copying;

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

(iii) the minutes of all meetings of the Association and the Board of Managers shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years;

(iv) such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act of the State of Illinois, approved July 19, 1943, as amended, shall be maintained;

(v) a reasonable fee may be charged by the Association or its Board of Managers for the cost of copying.

UNOFFICIAL COPY

c. **Association - Not-for-Profit Activities.** Nothing hereinabove contained shall be construed to give the Board authority to conduct, an active business for profit on behalf of all of the Owners or any of them.

d. **Flag Regulations.** Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable Rules and Regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable Rules and Regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable Rules and Regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE V **Officers**

5.01. **Officers.** The officers of the Association shall be a President, one (1) or more Vice Presidents, 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. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

UNOFFICIAL COPY

5.02. **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.

5.03. **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, shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws;

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

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

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

5.04. **Officer's Compensation**. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members and approved by the Federal Housing Commissioner if any Units are insured by the Federal Housing Authority.

ARTICLE VI **Instruments, Checks, Deposits and Funds**

6.01. **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

UNOFFICIAL COPY

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 specified instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

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

6.03. **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.

6.04. **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 VII **Fiscal Management**

7.01. **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.

7.02. **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 and paid, together 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.

ARTICLE VIII **Assessments - Maintenance Fund**

8.01. **Preparation of Estimated Budget**. (a) Each year, at least thirty (30) days prior to the adoption thereof by the Board of Managers, the Board shall prepare and distribute to all Unit Owners a detailed proposed annual budget setting forth the total amount necessary to pay the cost of wages, materials, insurance, services and supplies and all anticipated Common Expenses, by category, including Common Expenses due to the Deer Run Condominium Association, Phase I, pursuant to the Declaration for use and maintenance of Outlot A as well as any anticipated assessments and other income which will be required during the Association's ensuing fiscal year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary

UNOFFICIAL COPY

for a reserve for contingencies and replacements of the Common Elements and their components, thereby determining the estimated cash requirements required for the ensuing year. The Board shall distribute a detailed written copy of said proposed budget to each Owner at least thirty (30) days prior to said meeting. The Board shall then meet, upon due notice to its members and the Unit Owners, to consider enactment of said budget. Upon due enactment of a budget, said "estimated cash requirement" shall be assessed to the Owners according to each owner's percentage of ownership in the Common Elements. The budget shall set-forth each Unit Owner's proposed Common Expense assessment. Any nonrecurring Common Expense, any Common Expense not set forth in the budget as adopted and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners pursuant to and subject to the provisions of Paragraph 6.02 of this Declaration as hereinafter set forth. The initial budget and Common Expense assessment based thereon, shall be adopted prior to the conveyance of any Unit. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the common maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves.

(b) Notwithstanding the above paragraph, if an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written petition by Unit Owners having twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget, and that unless a majority of votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present, that in determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the condominium Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

8.02. **Separate Assessments.** (a) Any Common Expense 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 of Managers without being subject to Unit Owner approval. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. 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 of the total votes of all Unit Owners. The Board of Managers may adopt separate

UNOFFICIAL COPY

assessments payable over more than one fiscal year. With respect to multi-year assessments, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(b) In connection with expenditures for the Limited Common Elements, the Board may provide for the separate assessment of only those Units to which the exclusive use of such Common Elements is reserved, except as elsewhere provided to the contrary in this Declaration.

(c) Any such separate assessments shall constitute a lien against the interest of the Owner or Owners of the Units separately assessed, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Illinois Condominium Act.

8.03. **Reserve for Contingencies and Replacements.** The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any owner's assessment, a separate assessment shall be assessed in accordance with the provisions hereof, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. If said separate assessment is duly adopted, such further assessment shall become effective with the next monthly maintenance payment which is due. All Owners shall be obligated to pay said further assessment.

8.04. **Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare or distribute the annual or adjusted estimate to the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the Unit Owner is sent notice of said new annual or adjusted estimate. Said Owner shall commence paying said new assessment as of the due date of the monthly assessment immediately following the date such new annual or adjusted estimate shall have been mailed or delivered.

8.05. **Books and Records.** The Board shall keep full and correct books of account, in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred.

Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee established from time to time by the Board, any Owner shall be furnished a statement of

UNOFFICIAL COPY

his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. In addition, any holder, insurer or guarantor of a first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year, free of charge to the party so requesting.

8.06. **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) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their respective percentage ownership in the Common Elements.

8.07. **Remedies for Failure to Pay Assessments.** If an Owner is in default in the monthly payment of the aforesaid charges or assessments, the Board of Managers may, from time to time, record notice of said lien with the Recorder of Deeds of Cook County, Illinois, and if said default continues for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof and/or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and management fees, reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interests, costs and fees as above provided, shall be and become alien or charge against the Unit Ownership of the Owner involved as of the date due and payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act. Any encumbrancer may, from time to time, request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by this encumbrance. Any encumbrancer holding a lien of a Unit may pay any unpaid Common Expense payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance. The Board, its agents and their successors in office shall also have the right to maintain for the benefit of all the other Unit Owners, an action for possession in the manner amended, and shall also have the right to assess additional fines and penalties against any Unit Owner for nonpayment of assessments, as long as said fines and penalties are uniformly applied. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

8.08. **Association's Lien Subordinated to Mortgages.** Subject to the Act, the lien for assessments as herein provided, and any fees, fines, interest, late charges or penalties levied in connection with unpaid assessments, shall be subordinate to the lien of any first mortgage on any Unit recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien shall

UNOFFICIAL COPY

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 a deed or assignment in lieu of foreclosure, such transfer of title shall (to the extent permitted by law) extinguish the lien for any assessments or other charges or payments hereunder which become due prior to filing a suit for foreclosure on such Unit or any other proceeding in lieu of foreclosure. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership. If for any reason the owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in said foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

ARTICLE IX

Covenants and Restrictions as to Use and Occupancy

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

a. **Residential Purposes.** No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. All leases or rental agreements for Units shall be in writing, shall be supplied to the Board prior to its inception, and shall be specifically subject to this Declaration. No Unit shall be leased for a period of less than one (1) year and for less than an entire Unit. It shall be the duty and obligation of every Unit Owner to notify either the Board or the authorized managing agent of the Association as to the name and address of any lessee. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

b. **Leasing Units.**

(1) In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Following the effective date of this Amendment and subject to the provisions contained herein, at no time shall there be more than fifteen percent (15%) of the total units leased. All owners desiring to lease their Unit must follow the procedures as set forth herein.

(2) Any Unit Owner properly leasing their unit as of the effective date of this Amendment shall be "grandfathered" and allowed to continue to lease their

UNOFFICIAL COPY

unit until the sale or transfer of ownership of the unit. At that time, the new Owner(s) shall be immediately subject to the lease restrictions contained herein. "Grandfathered" leased units shall count toward the maximum number of rental units allowed herein.

(3) Any owner desiring to lease their Unit or leasing to a new tenant must notify the Board prior to entering into a lease agreement. All leases must be in writing and for a term of not less than one year or more than two (2) years without the Board's prior written approval. A lease must be for the entire unit (no renting of individual bedrooms or rooms). All leases must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy, whichever is sooner.

(4) The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.

(5) In the event that fifteen percent (15%) or more units are leased at the time the Board receives an application, the applicant must request, in writing, to be added to a waiting list to be maintained by the Board or the managing agent.

(6) Once a leased Unit reverts to resident-owner status, the unit owner on the waiting list for the longest period of time shall have the first opportunity to lease their unit.

(7) After the effective date of this Amendment, no additional Units, or interest therein, shall be leased by a Unit Owner unless they comply with the aforesaid standards.

(8) In the event that fifteen percent (15%) or more units are leased at the time the Board receives an application, a Unit Owner may apply for a one year hardship waiver in the following manner:

i. The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of the lease restriction setting forth the reasons why they are entitled to same.

ii. If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds in its sole discretion that a reasonable hardship exists, the Board may grant a one year waiver. All decisions of the Board shall be final.

UNOFFICIAL COPY

iii. All tenants shall acknowledge in writing that they have received copies of the Rules and Regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

iv. In the event an Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

v. A leased unit authorized under this hardship provision shall not be included in the maximum number of leased units allowed.

(9) Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(10) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.

(11) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

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

(13) This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

c. **Obstruction of Common Elements**. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as expressly provided herein. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

d. **Hazardous Uses and Waste**. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will increase the rate of insurance on the Buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner

UNOFFICIAL COPY

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 which would be in violation of any law. No waste shall be committed upon the Common Elements.

e. **Exterior Exposure of Buildings.** Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Buildings, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. The Association by the Board shall authorize any painting of the exterior of the condominium Building.

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

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

h. **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit, or in, on or to the Common Elements, which will impair the structural integrity of the Buildings or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

i. **Prohibited Activities and Signs.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property except the Declarant, Developer, their successors or assigns, do hereby reserve the right to use Units in which they have a legal or equitable ownership interest and the Common Elements for a sale, rental and business office, from time to time hereafter. The right is reserved by Developer or its agent to place "Sold" or "For Sale" or "For Rent" signs, banners and illumination thereof on any unsold or unoccupied Units and to place such other signs on the Property as may be required to facilitate the sale of unsold Units.

j. **Alterations of Common Elements.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

UNOFFICIAL COPY

k. **Required Carpeting and Sound Absorbant Materials.** Each Unit Owner shall be required to keep all floor areas of each Unit covered with wall to wall carpeting, including separate padding beneath said carpeting, except for the floor of the kitchen, utility room, bathroom(s), dining area, foyer and immediately in front of a fireplace. As to washing machines, driers, trash compactors or similar appliances or devices which will vibrate or may cause noise, the Unit Owner of the Unit housing said appliance shall install sound absorbant material, insulation or devices to reduce the transmission of sound. The Association shall be required to install and keep wall to wall carpeting, including separate padding beneath said carpeting, in the main hallways and stairways of the Common Elements located within the Buildings located on the Parcel, as amended from time to time.

l. The provisions of the Condominium Property Act, the Declaration, By-Laws 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. With regard to any lease, 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 ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and Rules and Regulations. The Board of Managers 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 other breach by a tenant of any covenants, rules, regulations or By-Laws.

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.

UNOFFICIAL COPY

Seal

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the names 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:

- a. Any provisions relating to the rights of the Declarant or Developer shall not be amended without the written consent of the Declarant or Developer;
- b. No provision which specifically grants rights to First Mortgagees shall be amended without the written consent of all First Mortgagees; and
- c. No provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act.

APPROVED THIS 1 DAY OF May, 2008

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

Robert Berman
Robert Berman

Joseph Wuchterl
Joseph Wuchterl

Eric Kuenstler
Eric Kuenstler

Catherine A. Burns
Catherine Burns

David Jenkins
David Jenkins

Being the Board of Directors of the
Deer Run Condominium Association Phase II

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION AND ADDRESSES, PIN NUMBERS AND PERCENTAGES OF OWNERSHIP

Units 1 through 72 in Deer Run Condominium, Phase 2 as delineated on a survey of certain lots in Valley View, being a subdivision of part of the Northwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded march 15th, 1983, as Document No. 26535491, in Cook County, Illinois, which survey is attached as Exhibit "B" to Declaration of Condominium recorded July 24th, 1985 as Document No. 85116690, together with its undivided percentage interest in the Common Elements, in Cook County, Illinois.

Address	PIN Number	Percentages of Ownership
729 Deer Run Dr., Palatine, IL	02-15-111-019-1001	1.412061
731 Deer Run Dr., Palatine, IL	02-15-111-019-1002	1.591646
725 Deer Run Dr., Palatine, IL	02-15-111-019-1003	1.275923
727 Deer Run Dr., Palatine, IL	02-15-111-019-1004	1.275923
717 Deer Run Dr., Palatine, IL	02-15-111-019-1005	1.412061
719 Deer Run Dr., Palatine, IL	02-15-111-019-1006	1.591646
721 Deer Run Dr., Palatine, IL	02-15-111-019-1007	1.275923
723 Deer Run Dr., Palatine, IL	02-15-111-019-1008	1.275923
634 Deer Run Dr., Palatine, IL	02-15-111-019-1009	1.412061
636 Deer Run Dr., Palatine, IL	02-15-111-019-1010	1.591646
638 Deer Run Dr., Palatine, IL	02-15-111-019-1011	1.275923
640 Deer Run Dr., Palatine, IL	02-15-111-019-1012	1.275923
646 Deer Run Dr., Palatine, IL	02-15-111-019-1013	1.412061
648 Deer Run Dr., Palatine, IL	02-15-111-019-1014	1.591646
642 Deer Run Dr., Palatine, IL	02-15-111-019-1015	1.275923
644 Deer Run Dr., Palatine, IL	02-15-111-019-1016	1.275923
602 Deer Run Dr., Palatine, IL	02-15-111-019-1017	1.412061
604 Deer Run Dr., Palatine, IL	02-15-111-019-1018	1.591646
606 Deer Run Dr., Palatine, IL	02-15-111-019-1019	1.275923
608 Deer Run Dr., Palatine, IL	02-15-111-019-1020	1.275923
614 Deer Run Dr., Palatine, IL	02-15-111-019-1021	1.412061
616 Deer Run Dr., Palatine, IL	02-15-111-019-1022	1.591646
610 Deer Run Dr., Palatine, IL	02-15-111-019-1023	1.275923
612 Deer Run Dr., Palatine, IL	02-15-111-019-1024	1.275923
618 Deer Run Dr., Palatine, IL	02-15-111-019-1025	1.412061
620 Deer Run Dr., Palatine, IL	02-15-111-019-1026	1.291646

UNOFFICIAL COPY

622 Deer Run Dr., Palatine, IL	02-15-111-019-1027	1.275923
624 Deer Run Dr., Palatine, IL	02-15-111-019-1028	1.275923
630 Deer Run Dr., Palatine, IL	02-15-111-019-1029	1.412061
632 Deer Run Dr., Palatine, IL	02-15-111-019-1030	1.591646
626 Deer Run Dr., Palatine, IL	02-15-111-019-1031	1.275923
628 Deer Run Dr., Palatine, IL	02-15-111-019-1032	1.275923
639 Deer Run Dr., Palatine, IL	02-15-111-019-1033	1.412061
641 Deer Run Dr., Palatine, IL	02-15-111-019-1034	1.591646
635 Deer Run Dr., Palatine, IL	02-15-111-019-1035	1.275923
637 Deer Run Dr., Palatine, IL	02-15-111-019-1036	1.275923
627 Deer Run Dr., Palatine, IL	02-15-111-019-1037	1.412061
629 Deer Run Dr., Palatine, IL	02-15-111-019-1038	1.591646
631 Deer Run Dr., Palatine, IL	02-15-111-019-1039	1.275923
633 Deer Run Dr., Palatine, IL	02-15-111-019-1040	1.275923
621 Deer Run Dr., Palatine, IL	02-15-111-019-1041	1.412061
623 Deer Run Dr., Palatine, IL	02-15-111-019-1042	1.591646
617 Deer Run Dr., Palatine, IL	02-15-111-019-1043	1.275923
619 Deer Run Dr., Palatine, IL	02-15-111-019-1044	1.275923
609 Deer Run Dr., Palatine, IL	02-15-111-019-1045	1.412061
611 Deer Run Dr., Palatine, IL	02-15-111-019-1046	1.591646
613 Deer Run Dr., Palatine, IL	02-15-111-019-1047	1.275923
615 Deer Run Dr., Palatine, IL	02-15-111-019-1048	1.275923
557 Deer Run Dr., Palatine, IL	02-15-111-019-1049	1.412061
559 Deer Run Dr., Palatine, IL	02-15-111-019-1050	1.591646
553 Deer Run Dr., Palatine, IL	02-15-111-019-1051	1.275923
555 Deer Run Dr., Palatine, IL	02-15-111-019-1052	1.275923
545 Deer Run Dr., Palatine, IL	02-15-111-019-1053	1.412061
547 Deer Run Dr., Palatine, IL	02-15-111-019-1054	1.591646
549 Deer Run Dr., Palatine, IL	02-15-111-019-1055	1.275923
551 Deer Run Dr., Palatine, IL	02-15-111-019-1056	1.275923
541 Deer Run Dr., Palatine, IL	02-15-111-019-1057	1.412061
543 Deer Run Dr., Palatine, IL	02-15-111-019-1058	1.591646
537 Deer Run Dr., Palatine, IL	02-15-111-019-1059	1.275923
539 Deer Run Dr., Palatine, IL	02-15-111-019-1060	1.275923
529 Deer Run Dr., Palatine, IL	02-15-111-019-1061	1.412061
531 Deer Run Dr., Palatine, IL	02-15-111-019-1062	1.591646
533 Deer Run Dr., Palatine, IL	02-15-111-019-1063	1.275923
535 Deer Run Dr., Palatine, IL	02-15-111-019-1064	1.275923
540 Deer Run Dr., Palatine, IL	02-15-111-019-1065	1.412061
542 Deer Run Dr., Palatine, IL	02-15-111-019-1066	1.591646
544 Deer Run Dr., Palatine, IL	02-15-111-019-1067	1.275923
546 Deer Run Dr., Palatine, IL	02-15-111-019-1068	1.275923
552 Deer Run Dr., Palatine, IL	02-15-111-019-1069	1.412061
554 Deer Run Dr., Palatine, IL	02-15-111-019-1070	1.591646
548 Deer Run Dr., Palatine, IL	02-15-111-019-1071	1.275923

UNOFFICIAL COPY

EXHIBIT B

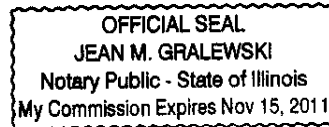
CERTIFICATION AS TO UNIT OWNER APPROVAL

I, Eric Kuenstler, do hereby certify that I am the duly elected and qualified secretary for Deer Run Condominium Association Phase II, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for Deer Run Condominium Association Phase II, was duly approved by all of the owners, in accordance with the provisions of the Declaration.

Eric Kuenstler
Secretary

Dated at Inverness, Illinois this
1 day of May, 2008.



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT C

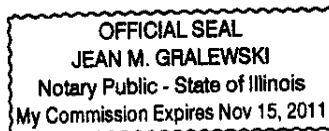
AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, Eric Kuenstler, do hereby certify that I am the duly elected and qualified Secretary for Deer Run Condominium Association Phase II, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for Deer Run Condominium Association Phase II was mailed to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Eric Kuenstler
Secretary

Dated at Inverness, Illinois this
1 day of May, 2008.



Property of Cook County Clerk's Office


UNOFFICIAL COPY

EXHIBIT D

Outlot A Legal Description

Lots 1, 3, 4, 13, 14, 15 and Outlot A, in Valley View, being a subdivision of part of the Northwest quarter of Section 15, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office



UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: James and Betty Hartkopf

James G. Hartkopf
Signature

Property Address: 529 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Wells Fargo Home Mortgage

PO Box 10335

Des Moines IA 50306

Loan Number:
0067707505

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

yes! I AGREE THE DOCUMENT SHOULD BE ADOPTED.

_____ I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Eric Kuenstler



Signature

Property Address: 535 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Countrywide Home Loans
PO Box 5170
Simi Valley CA 93062-5170

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Druelle Salerno
Signature

Property Address: 537 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Wells Fargo

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

 X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Michael and Christine Carstens

Christine Carstens
Signature

Property Address: 540 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

World Savings
PO Box 105693
Atlanta, GA 30348

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

David Jenkins

 Signature

Property Address: 541

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Robert Maloney

Robert Maloney
Signature

Property Address: 542 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

JOAN MALONEY
1215 E. CLARENDON ST.
ARLINGTON HTS, IL 60004

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

 I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Jennifer Engelking

Signature *Jennifer Engelking*

Property Address: 544 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

HARRIS TRUST AND SAVINGS BANK AS SERVICER, ISAGA
200 W. MONROE, 19 FLOOR
CHICAGO, IL 60606

Loan Number:
50150995

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Gus and Vivien Manesiotis

Signature Gus Manesiotis Vivien Manesiotis

Property Address: 546 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

NONE

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Joseph Wuchterl

Signature Joseph Wuchterl

Property Address: 547 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Joseph Wuchterl

Signature 

Property Address: 549 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

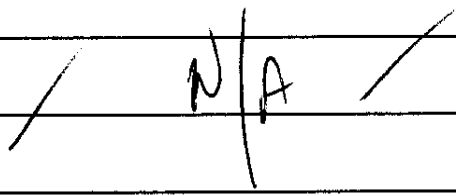
I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Heidi (Trust) Sandgathe


Signature

Property Address: 550 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:



Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Joseph Wuchterl

Signature 

Property Address: 551 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Karen Jones

Karen Jones
Signature

Property Address: 553 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:
Washington Mutual

Loan Number:
0071182455

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Lois Vastine

Lois L. Vastine

Signature

Property Address: 554 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

C C O M O R T G A G E C O R P .

B . O . B O X 6 2 6 0

G L E N A I L L E N , V A . 2 3 0 5 8 - 6 2 6 0

Loan Number:

0 0 0 7 5 2 4 1 1 9

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

2007/AUG/21/TUE 01:56 PM

FAX No. 847-358-8811

P. 002

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II


BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Mark Krukowski


Signature

Property Address: 555 Deer Run Drive

Name and Address of Mortgage Lender (If any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Elizabeth Thompson

Elizabeth Thompson
Signature

Property Address: 602 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

not necessary

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Donna Luwandowski
Signature

Property Address: 604 Deer Run Dr. Palatine

Name and Address of Mortgage Lender (if any)***:

Chase
P.O.B 9001871
Louisville, KY 40290-1871

Loan Number:
1606166291

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Gregory C. Row
Signature

Property Address: 608

Name and Address of Mortgage Lender (if any)***:

WASHINGTON MUTUAL
P.O. Box 9001123
LOUISVILLE KY 40290-1123

Loan Number:
0054860788

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Property of Cook County Clerk's Office

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Joshua Peters

Signature

Property Address: 609 Deer Run Drive

Name and Address of Mortgage Lender (if any)**:

ASC

Box 10388

Des Moines, IA 50306

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

RECEIVED

BY *Jes*

DATE

10/31/07

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

- Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

L. Lyashchuk

 Signature

Property Address: *510 Deer Run Dr*

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Nathan Roth

Signature

Property Address: 611 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

<u>Chase Home Finance</u>	<u>Harris W.A.</u>
<u>ATTN: HP Dept, PO Box 24646</u>	<u>PO Box 6201</u>
<u>Columbus, OH 43224-0646</u>	<u>Carol Stream, IL 60147-6201</u>
	<u>6100266971</u>
<u>1617105415</u>	Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

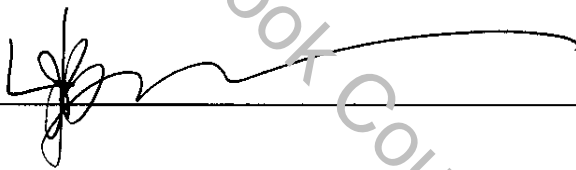
BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Lara Brynildssen

Signature 

Property Address: 612 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Chase Mortgage acc # 409136
 PO Box 900107
 Louisville, KY 40290

Loan Number:
acct# 1692466940

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Phillip and Joan Pardun

Signature Phillip J. Pardun Joan M. Pardun

Property Address: 613 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

ABN AMRO
8201 Innovation Way
Chicago, IL 60682-0082

Loan Number:

0011023368

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Edward and JoAnn Lamarre

Signature

Edward Lamarre

Property Address: 614 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

WELLS FARGO Home Mortgage
PO Box 14411
DES MOINES, IA 50301-3411

Loan Number:

0189077225

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Maureen VanHeerden

Maureen Van Heerden

Signature

Property Address: 615 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Robert Berman


Signature

Property Address: 616 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: John Henkel

John K Henkel
Signature

Property Address: 617 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Mark + Hilde Hendel
1196 Tower Rd
Rudolph WI 54475

Loan Number:
0001

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

 X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Karl and Pearl Dziadula

 Pearl Dziadula, Karl
Signature

Property Address: 618 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Alvin and Carol Engberg and Kristine Engberg

Signature Carol A Engberg Kristine Engberg
Alvin Engberg

Property Address: 619 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Nancy Hunderieser

Nancy Hunderieser
Signature

Property Address: 621 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

ABN AMRO
8201 INNOVATION WAY
CHICAGO IL 60682 0082

Loan Number:
0628695621

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: John and Mary Lofgren

John Lofgren
Signature

Property Address: 623 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

ABN-AMRO Mortgage

8201 Innovation Way

Chicago, IL 60682-0082

Loan Number:

06555 98977

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Jennih Wark
Signature

Property Address: 624 Deer Run

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Ruth Kearns

Ruth M. Kearns
Signature

Property Address: 626 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Sorry I don't give out
this information to anyone -
this is only my business -

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Catherine Burns

Catherine A. Burns
Signature

Property Address: 627 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:
Ameriquest Mortgage

Loan Number:
0052812617

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Karen McConnell


Signature

Property Address: 631 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

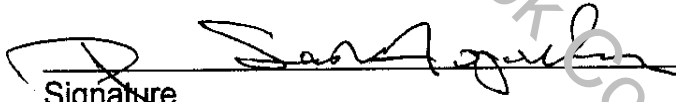
BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Pete Savantopoulos


Signature

Property Address: 633 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

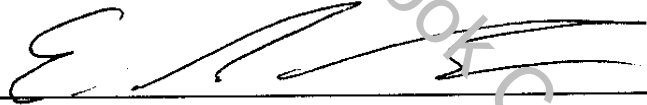
BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Eric Gutzmer


Signature

Property Address: 634 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Coldwell Banker Mortgage
P.O. Box 5452
Mt. Laurel, NJ 08054-5452

Loan Number:
0039486675

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

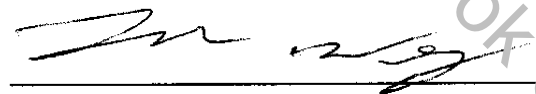
BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Luke and Beth Weeg



Signature

Property Address: 638 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

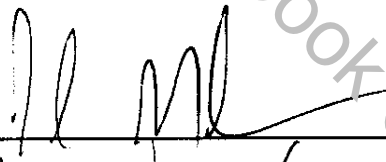
BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:



Signature

Property Address:

639

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Signature



Property Address:

641

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

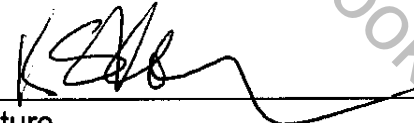
BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED. ** see attached!*

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Kristy Skorczewski


Signature

Property Address: 644 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:
COMMUNITY SAVINGS BANK
4801 W. BELMONT AVENUE
CHICAGO, ILLINOIS 60641

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007

UNOFFICIAL COPY

DEER RUN CONDOMINIUM ASSOCIATION PHASE II

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Deer Run Condominium Association Phase II:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER: Bob Agee


Signature

Property Address: 648 Deer Run Drive

Name and Address of Mortgage Lender (if any)***:

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Please Return This Ballot By August 21, 2007