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**AMENDED AND RESTATED
DECLARATION OF
CONDOMINIUM OWNERSHIP
FOR WILLOW CREEK NO. 7,
A CONDOMINIUM**

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Cook County Recorder of Deeds
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This Amended and Restated Declaration of Condominium Ownership of Willow Creek No. 7, A Condominium (sometimes herein referred to as the "Amended and Restated Declaration" or the "Declaration") is made and entered into this 22nd day of June, 2011, by Willow Creek No. 7 Association, an Illinois not-for-profit Corporation (the "Association").

WITNESSETH:

WHEREAS, Willow Creek No. 7 Association, located in the Village of Palatine (the "Village"), Cook County, Illinois, is administered by the Association through its Board of Managers (the "Board") pursuant to that certain Declaration of Condominium Ownership of Willow Creek No. 7, A Condominium (the "Original Declaration") for the property legally described in Exhibit "A," attached hereto and made a part hereof by reference; and

WHEREAS, the Original Declaration was Recorded in the office of the Recorder of Deeds of Cook County, Illinois, on October 29, 1981, as Document No. 3238055, thereby creating Willow Creek No. 7, a Condominium; and

WHEREAS, the Original Declaration has heretofore been amended by the following documents Recorded in the office of the Recorder of Deeds of Cook County, Illinois: First Amendment to the Declaration of Condominium Ownership of Willow Creek No. 7, A Condominium, Recorded as Document No. 3250778, Second Amendment to the Declaration of Condominium Ownership of Willow Creek No. 7, A Condominium, Recorded as Document No. 3259104, Third Amendment to the Declaration of Condominium Ownership of Willow Creek No. 7, A Condominium Recorded as Document No. 3281953, and a fourth amendment also titled the Third Amendment to the Declaration of Condominium Ownership for Willow Creek No. 7, A Condominium Recorded as Document No. 92230244 (collectively, the "Declaration Amendments"); and

**THIS DOCUMENT PREPARED BY AND
UPON RECORDING, PLEASE MAIL TO:**

Stuart A. Fullett, Esq.
Lara A. Anderson, Esq.
Fullett Rosenlund Anderson PC
430-440 Tesler Road
Lake Zurich, IL 60047

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WHEREAS, pursuant to Subsection 27(b) of the Illinois Condominium Property Act (the "Act"), the Original Declaration, as amended by the Declaration Amendments, may be amended to conform to the provisions of the Act, any other applicable statute, or to the Declaration, by the recording of an instrument in writing setting forth such amendment approved by a vote of two-thirds (2/3) of the members of the Board at a meeting called for such purpose, provided, however, that the Unit Owners with twenty percent (20%) of the votes of the Association are allowed to petition within thirty (30) days of the Board action approving the amendment for a meeting of the Unit Owners for the purpose of considering such Board action, and, unless a majority of the votes of the Unit Owners are cast at such meeting to reject the action, the action shall be ratified whether or not a quorum is present; and

WHEREAS, this Amended and Restated Declaration has been approved by the Board as required, and either no petition was submitted by the Unit Owners for a meeting to consider the Board action approving the Amended and Restated Declaration or such action was ratified.

NOW, THEREFORE, the Original Declaration and the Declaration Amendments are hereby amended and restated to be collectively read, in their entirety, as follows:

1. **Definitions.** Certain words and terms used in this Amended and Restated Declaration are defined as follows:
 - a. **Act** - The Condominium Property Act of the State of Illinois, as amended from time to time.
 - b. **Association** - Willow Creek No. 7 Association, an Illinois Not-For-Profit Corporation, and its successors and assigns.
 - c. **Board of Directors or Board** - The Board of Directors of the Unit Owners' Association as constituted at any time and from time to time.
 - d. **Building** - All structures, attached or unattached, containing one or more Units.
 - e. **By-Laws** - The By-Laws of the Association, which are attached hereto as Exhibit "D."
 - f. **Common Elements** - All portions of the Property except the Units, including the Limited Common Elements, and, without limiting the generality of the foregoing, the Parcel, outdoor walkways, landscaping, driveways, indoor parking spaces, outdoor parking spaces and outdoor parking areas, fencing, roof, exterior walls, foundation, basement, structural parts of the Building, elevators, stairways, common entrances, exits, mail boxes, lobbies, corridors, vestibules and hallways, communication system, master antenna connections and facilities (whether leased or owned), incinerator, common storage areas, equipment rooms, special purpose rooms, the Parking Area, refuse collection system (including chutes and related refuse equipment), other areas designed for the use of Association personnel or the storage of Association property, mechanical equipment areas, common area heating and air conditioning systems (not including heating and air conditioning equipment

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individually serving only one Unit, but including wall sleeves in which such equipment is held), rooms containing common heating, air conditioning, ventilation, water, sewer, electrical or communications systems, the laundry room facilities (not including the equipment located therein which shall be leased or owned by the Association), or components servicing the Units or Common Elements, water, sanitary and sewer mains, public utility lines and other utility installations to the outlets (other than such mains, lines and installations owned by a public utility or governmental entity), pipes, ducts, vents, flues, chutes, conduits, wiring and utility installations (except pipes, ducts, vents, flues, chutes, conduits, wiring and utility equipment situated entirely within a Unit and serving only such Unit). Structural columns or elements located within the boundaries of a Unit shall be part of the Common Elements.

- g. **Common Expenses** - The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board of Directors of the Unit Owners' Association.
- h. **Condominium Instruments** - All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Amended and Restated Declaration, the By-Laws and the Plat.
- i. **Declaration** - This instrument by which the Property, as hereinafter defined, is submitted to the provisions of the Act and shall include such amendments, if any, to this instrument as may be from time to time adopted pursuant to the terms hereof.
- j. **First Mortgagee** - A person, bank, savings and loan association, insurance company or other entity which, or who, owns and holds a first mortgage, or first trust deed, with respect to any Unit.
- k. **Indoor Parking Space** - A Parking Space located within the Building and designated as a Limited Common Element.
- l. **Limited Common Elements** - A portion or portions of the Common Elements which are designated by this Amended and Restated Declaration as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Units, including, but not limited to, balconies and patios, storage areas, indoor parking spaces, outdoor parking spaces and outdoor parking areas or facilities, perimeter walls, floors, ceilings, doors (including, without limitation, hallway and patio doors) and the frames and thresholds appurtenant thereto, windows in perimeter walls and the frames appurtenant thereto, heating and air conditioning equipment individually serving Units (but excluding wall sleeves in which such equipment is held), and any portion of the Common Elements which, by its nature or location, is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units). The Board may from time to time designate other portions of the Common Elements as Limited Common Elements, including, but not limited to, storage lockers, rubbish collection areas, and such heating, plumbing and electrical fixtures and all associated pipes, ducts and wiring as may serve exclusively one or more

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Units.

- m. **Majority or Majority of Unit Owners** - The owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage of the entire undivided ownership of the Common Elements. "Majority" or "majority of the members of the Board of Managers" means more than fifty percent (50%) of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the By-Laws.
- n. **Occupant** - A Person or Persons, other than a Unit Owner, in possession of one or more Units.
- o. **Outdoor Parking Space** - A Parking Space located outside the Building and designated as a Limited Common Element.
- p. **Parcel** - The lot or lots or tract or tracts of land, described on Exhibit "B" hereto, submitted to the provisions of the Act.
- q. **Parking Area** - That part of the Common Elements provided for parking automobiles.
- r. **Parking Space** - A part of the Property within the Parking Area intended for the parking of a single automobile.
- s. **Person** - A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- t. **Plat** - The plat or plats of survey, as amended from time to time, of the Parcel and of all Units on the Property submitted to the provisions of the Act depicting the horizontal and vertical delineation of all such Units and such other data as may be required by the Act, said plat or plats being attached to the Original Declaration as Exhibit "B" and Recorded simultaneously with the Recording of the Original Declaration, as amended from time to time.
- u. **Property** - All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building, 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.
- v. **Property Owners Association** - THE WILLOW CREEK PROPERTY OWNERS ASSOCIATION, INC., an Illinois not-for-profit corporation.
- w. **Record; Recordation; Recording; Recorded** - To record or have recorded in the office of the Recorder of Deeds of Cook County, Illinois.
- x. **Reserves** - Those sums paid by Unit Owners which are separately

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maintained by the Board for purposes specified by the Board of Directors for purposes specified by the Board of Directors or the Condominium Instruments.

- y. **Unit** - A part of the Property designed and intended for independent use as a residence for one family and designated on the Plat as a Unit.
 - z. **Unit Owner** - The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.
 - aa. **Unit Ownership** - A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
 - bb. **Unit Owners' Association** - or **Association** - WILLOW CREEK NO. 7 ASSOCIATION, an Illinois not-for-profit corporation, which is the association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board of Directors.
2. **Submission of Property to the Act.** The Property is and remains submitted to and subject to the provisions of the Act, as amended from time to time.
 3. **Units: Description and Ownership.** All Units are delineated on the Plat attached to and made part of the Original Declaration as Exhibit "B," as amended from time to time, which by this reference is incorporated and made a part hereof. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit "A" attached hereto. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and such descriptions shall be deemed good and sufficient for all purposes. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat plus any pipes, ducts, vents, flues, chutes, conduits, wiring and utility, heating or ventilation systems and equipment situated entirely within a Unit and serving only such Unit (excluding all structural components of the Building). Except as provided in Section 31 of the Act, no Unit Owner shall, by deed, plat or otherwise, combine or subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the entire Unit as shown on the Plat.
 4. **Certain Structures Not Constituting Part of a Unit.** Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the building, or pipes, ducts, vents, flues, chutes, conduits, shafts, public utility lines, wiring or utility, heating, cooling or ventilation systems or equipment running through his or her Unit and forming part of any system serving more than one Unit or the Common Elements, or any components of communication (including, but not limited to, any intercom system), master antenna, or refuse collection systems, if any, locating in his or her Unit, regardless of whether such items are located in the floors, ceilings or perimeter or interior walls serving the Unit. Structural columns or other structural Building components located within the boundaries of a Unit shall be part of the Common Elements.

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5. **Ownership of the Common Elements.** Each Unit Owner shall own and be entitled to an undivided interest in the Common Elements as a tenant in common with all other Unit Owners in the percentage allocated to his or her respective Unit, as set forth in the schedule attached hereto as Exhibit "C" and by this reference made a part hereof. Such percentages are based on the developer's initial determination of relative values of the Units and, except as otherwise provided by the Act, shall remain constant unless hereafter changed by a Recorded amendment to this Amended and Restated Declaration consented to in writing by all of the Unit Owners.
6. **No Partition of the Common Elements.** Except as otherwise provided by the Act, there shall be no partition of the Common Elements through judicial proceedings or otherwise until this Amended and Restated Declaration is terminated and the Property is withdrawn from its terms or from the Act, provided, however, that if any Unit shall be owned by two or more co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such Co-Owners.
7. **Use of the Common Elements.**
 - a. Except for (i) portions of the Common Elements that have been assigned to the Unit Owners by the Board pursuant to the provisions of the Condominium Instruments and/or applicable law; and (ii) the Limited Common Elements, each Unit Owner and his or her agents, Occupants, guests, licensees and invitees shall have the right to use the Common Elements for ingress, egress, all other purposes incidental to the use and occupancy of his or her Unit and such other incidental uses permitted by the Condominium Instruments, which rights shall be appurtenant to, run with and pass with title to his or her Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving only his or her Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. The use of the Common Elements, including the Limited Common Elements, and the rights of the Unit Owners with respect thereto, shall be subject to and governed by the Act, other applicable law, the Condominium Instruments, the Association's rules and regulations and any resolutions adopted from time to time by the Board. The Board shall have the authority to impose user charges in connection with the use of portions of the Common Elements other than the Limited Common Elements. The Board, by a vote of at least four fifths (4/5) of the Persons on the Board, shall have the authority to lease, license or grant concessions with respect to portions of the Common Elements other than the Limited Common Elements, including, without limitation, laundry areas, storage areas, commercial areas and recreational areas. All income derived by the Association from such leases, licenses, concessions, user charges or other sources shall be held and used for the benefit of the Unit Owners pursuant to the Condominium Instruments and applicable law.
 - b. **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, any Unit Owner shall be considered a bailee of any personal property stored in the

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Common Elements (including property located in storage lockers and vehicles parked in the Parking Area), whether or not exclusive possession of any particular areas shall be given to any Unit Owner for storage purposes, and shall not be responsible for the security of such personal property or for any loss of damage thereto, whether or not due to negligence.

- c. Nothing shall be altered or constructed in or removed from the Common Elements, with the prior written consent of the Board.
8. **Balconies and Patios.** The balconies and patios appurtenant to the Units shall be part of the Limited Common Elements. The Board may from time to time adopt rules and regulations and/or resolutions governing the use of the balconies and patios.
9. **Storage and Parking Areas.**
 - a. **Storage Areas** - Each Unit Owner shall be responsible for his personal property located in the storage areas of the Common Elements. Such storage areas shall be designated as Limited Common Elements.
 - b. **Parking Areas** - The Parking Area is part of the Common Elements, and includes all Parking Spaces, and all ramps, entrances, exits, fixtures, equipment, and associated facilities. The Board or the Association may allocate Parking Spaces which have not been designated as Limited Common Elements, on such basis and at such fees as the Board or the Association deems appropriate (which fees may include short-term charges for guest, employee and other transient parking) and may prescribe such rules and regulations with respect to the Parking Area as it may deem fit.

Notwithstanding anything to the contrary herein contained, portions of the Parking Area have been divided into Indoor Parking Spaces and Outdoor Parking Spaces as delineated in the Plat attached hereto as Exhibit "C". The legal description of each Indoor Parking Space and Outdoor Parking Space shall consist of identifying symbol of such Parking Space as shown on Exhibit "C". Wherever reference is made to any Indoor Parking Space or Outdoor Parking Space in a legal instrument or otherwise, an Indoor Parking Space or Outdoor Parking Space may be legally described by its identifying symbol as shown on Exhibit "C" and every such description shall be deemed good and sufficient for all purposes. Each Unit Owner shall have, as a Limited Common Element appurtenant to his Unit, the exclusive use to a single Indoor Parking Space or Outdoor Parking Space as designated by the Board or the Association and every such Unit Ownership shall include, as a right and benefit appurtenant thereto, a grant of a perpetual and exclusive use, consisting of the right to use for parking purposes that certain Indoor Parking Space or Outdoor Parking Space assigned to said Unit Owner. Each deed, lease, mortgage or other instrument affecting a Unit shall include the specific Indoor Parking Space or Outdoor Parking Space so assigned and appurtenant thereto. Any deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the specific Indoor Parking Space or Outdoor Parking Space expressly allocated to said Unit, shall be deemed and taken to include said Indoor Parking Space or

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Outdoor Parking Space, even though not expressly mentioned or described therein. Unit Owners may exchange, subject to the prior written consent of the holder of a first mortgage upon the Unit (upon the recording or registration of an amendment to this Declaration in accordance with Section 26 of the Act) or lease between themselves the specific Indoor Parking Space or Outdoor Parking Space appurtenant to their own Unit Ownership. Any Unit Owner who has an Indoor Parking Space or Outdoor Parking Space appurtenant to their own Unit has the right to sell, lease or otherwise transfer his Parking Space to another Unit Owner, subject to the prior written consent of the holder of a first mortgage upon the Unit Ownership of the Seller, Lessor, or other Transferor, and upon the recording or registration of an amendment to this Declaration in accordance with Section 26 of the Act, it shall become appurtenant to the Unit of the Transferee. No person not having an interest in a Unit shall have any interest in and to an Indoor Parking Space or Outdoor Parking Space for any purpose unless permission in writing is given by the Board. The term of any lease by a Unit Owner of his Indoor Parking Space or Outdoor Parking Space or by the Board or Association of any Parking Space not designated as a Limited Common Element may not exceed two (2) years and shall not contain an option or right to renew. All Indoor Parking Spaces and Outdoor Parking Spaces and access thereto shall be subject to such reasonable rules, regulations, and changes as may be established by the Board, as hereinafter provided, including, should the Board so decide, the requirement that such exclusive use encompass the obligation to pay the cost of maintaining, repairing, insuring and lighting, in addition to other services, the Indoor Parking Spaces and Outdoor Parking Spaces, including any garage door serving the Indoor Parking Space.

10. **Encroachments.** If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or if any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or if any portion of any Unit encroaches on any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid mutual easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of (a) the Unit Owner of the Unit so encroaching; or (b) all the Unit Owners with respect to the Common Elements so encroaching as long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing, provided, however, that a valid easement for an encroachment shall in no event be created in favor of the Owner of any Unit if such encroachment occurred due to the intentional, willful or negligent conduct of said Unit Owner or that of his or her agent and/or such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner.

11. **Easements.**

- a. **Utility Easements.** Easements are hereby declared and granted for utility purposes, including the right to lay, operate, maintain, repair and replace water mains and pipes, sanitary and drainage sewer lines, gas mains, telephone wires and equipment, electrical, cable television, other commercial entertainment, computer or other electronic communication conduits, cables,

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wires, transformers, and other equipment over, under, along and on any part of the Common Elements as such easements existed on the date of the Recording of the Original Declaration. The Property is subject to any easements set forth on the Plat. The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes or for other purposes it deems to be in the best interests of the Association and to be for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, utility lines, commercial entertainment lines, components of communications systems or components of the Building's electronic systems or structural components which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

- b. **Easement for Public Authorities.** The duly designated officials and employees of governmental entities having jurisdiction over the Property shall have an easement to enter upon the Common Elements for the purpose of providing police and fire protection and ambulance and rescue services and enforcing the applicable laws, ordinances, rules and regulations of the said governmental entities while in the pursuit of their duties. Such right shall include a right of vehicular entry and access through and across all driveways and parking areas which are part of the Common Elements.
- c. **Street and Utilities Dedication.** Upon approval by the Unit Owners having at least a Majority of the total vote of the Association at a meeting of Unit Owners duly called for such purpose, portions of the Common Elements may be dedicated to a public body for use as, or in connection with, a street or utility. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to Recordation of the dedication.
- d. **Cable Television Easement.** Upon approval by the Board, an easement may be granted for the laying, maintenance, and repair of cable television cable. The grant of such easement shall be according to the terms and conditions of local ordinances providing for cable television.
- e. **Water Damage/Erosion Protection Easement.** Upon approval by the Board, an easement may be granted to a governmental body for construction, maintenance or repair of a project for protection against water damage or erosion.
- f. **Repair Easement.** The right of the Unit Owners to use and possess the Common Elements shall be subject to a blanket easement over the Common Elements in favor of the Association and its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors, and assigns for the purposes of (i) access and ingress to and egress from the Property or any part thereof; and (ii) construction,

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installation, repair, replacement and restoration of utilities and any other portion of the improvements thereon, including the right to restrict and regulate access to the Common Elements for the purposes of completing such work.

- g. **Blanket Easement.** A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Amended and Restated Declaration, the By-Laws, the rules and regulations and resolutions of the Association and the Act. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utilities or cable television, other commercial entertainment, computer or other electronic communication services to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, repair or replacement of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements or to service or take readings of any utility installations or meters located within a Unit. No Unit Owner may take any action that would interfere with the ability of the Association to maintain, repair, replace or inspect the Common Elements as provided herein.
- h. **Easements to Run with Land.** All easements and rights described herein as easements appurtenant running with the land, and so long as the Property is subject to the provisions of the Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on any Unit Owner, Purchaser, mortgagee and other persons having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described herein shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees, and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

12. Association.

- a. The Association shall be the governing body for all of the Unit Owners and for the administration and operation of the Property as provided in the Act, this Amended and Restated Declaration, the articles of incorporation of the Association, the By-Laws, and the rules and regulations and resolutions of the Association. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Unit Owners and their respective successors and assigns.
- b. Whether or not the Association is incorporated,
 - (i) Each Unit Owner shall be a member of such Association, which membership shall terminate on the sale or other disposition by such member of his or her Unit, at which time the new Unit Owner shall automatically become a member therein;

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- (ii) The provisions of Exhibit "D" to this Amended and Restated Declaration shall be adopted as the By-Laws of the Association; and
- (iii) The name of the Association shall be "Willow Creek No. 7 Association" or a similar name.

13. **Assessments and Remedies for Failure to Pay Common Expenses and User Charges.** Each Unit Owner shall pay assessments reflecting his or her proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his or her percentage of ownership in the Common Elements. Each Unit Owner shall pay all user charges for which he is responsible pursuant to this Declaration and as determined and in the manner provided in the By-Laws and any rules and regulations and/or resolutions adopted by the Board. The Association, in the Board's sole discretion, may charge late fees for the late payment of assessments or other charges. If any Unit Owner shall fail or refuse to pay such assessments, the amount of any unpaid fine or other charges when due, the amount unpaid, together with any late fees, title company charges, management company charges, recording fees, court costs, collection costs and attorneys' fees for services incurred prior or subsequent to the institution of any court action (and regardless of whether litigation is initiated by any party) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses and constitute a lien on the interest of such Unit Owner in the Property. Said lien shall take effect and be in force when and as provided in the Act, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest in such Unit Owner. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include the right to take possession of such Unit Owner's interest in the Property and to maintain for the benefit of all the other Unit Owners an action for possession in the manner described by the Forcible Entry and Detainer Provisions of the Illinois Code of Civil Procedure, as amended from time to time.

14. **Annual Budget.**

- a. Each year, on or before November 1st, the Board shall estimate the annual budget of Common Expenses ("Annual Budget"), including the total amount required for the cost of wages, materials, insurance, services and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a Reserve for contingencies and replacements and shall on or before November 15 notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof, (as hereinafter specified) and containing each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for such Reserves, capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days before the adoption thereof. The Association shall give Unit Owners notice as provided in Article IV, Section 4 of these By-Laws of any meeting of the

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Board concerning the adoption of the proposed Annual Budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

- b. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a separate (special) assessment which shall be separately assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements and which may be payable in one lump sum or such installments as the Board may determine. The Board may adopt separate assessments payable over more than one fiscal year, the entire amount of which shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Article IV, Section 4 of the By-Laws) by a statement in writing, giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times and on such other terms as may be determined by the Board. All Unit Owners shall be obligated to pay the separate assessment.
- c. If an adopted Annual Budget or any separate (special) assessment would result in the sum of all assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by the Unit Owners representing twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a Majority of the total votes of the Unit Owners are cast at a meeting to reject the Annual Budget or separate assessment, it is ratified. In determining whether separate assessments together with regular assessments exceed one hundred fifteen percent (115%) of assessments in the preceding fiscal year, any separate assessment for expenditures relating to emergencies or mandated by law shall not be included in the computation, and the Board may approve such assessment without being subject to the Unit Owner veto procedure set forth in this subsection. As used herein, the term "emergencies" means immediate dangers to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.
- d. The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such Unit Owner in equal monthly installments on or before the first (1st) day in January of the ensuing year and on the first (1st) day of each and every month of said year.
- e. The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves as herein provided, whenever the same shall

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be determined. In the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then-existing monthly rate established for the previous period until the monthly assessment payment that is due more than ten (10) days after such new Annual Budget shall have been mailed or delivered to the Unit Owners.

- f. Anything herein or in the By-Laws to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain that reflects increased charges for coverage on the Units owned by such Unit Owners on such reasonable basis as the Board shall determine. Such charge shall be considered a Common Expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.
- g. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such charges 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 relative percentages of ownership interest in the Common Elements.
- h. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.
- i. The Board acting pursuant to this Declaration may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners which, in the judgment of the Board, should not be charged to every Unit Owner. Such expenses may include, without limitation, charges for use of facilities located in the Common Elements; and fees for such other services and facilities provided to the Unit Owners which should not be reasonably allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefitted thereby, or may be added to such Unit Owner's share of the Common Expense, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges and the Board may elect to treat all or any portion thereof as Common Expense.
- j. Non-Use and Abandonment. No Unit Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Elements or abandonment of his or her or their Units.
- k. Annual Accounting. The Association shall supply annually to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions of the Annual Budget were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in

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excess of the amount required for actual expenses and Reserves shall be placed into the Association's Reserve accounts.

15. **The Willow Creek Property Owners' Association, Inc.** The Property Owners' Association has been formed, prior to the Recording hereof, as a not-for-profit corporation under the General-Not-For-Profit Corporation Act of the State of Illinois, having the name The Willow Creek Property Owners' Association, Inc., and shall be the governing body for the maintenance, administration, and operation of certain recreational facilities and other properties to be used and enjoyed by the Unit Owners in common with the residents of the other residential buildings constructed, or to be constructed. The Association shall be a member of the Property Owners' Association. The Board shall act on behalf of the Unit Owners, as their representatives, with respect to the participation of each Unit Owner in the Property Owners' Association, and the Unit Owners shall be deemed to have given an irrevocable proxy and to have constituted the Board as such Unit Owners' lawful attorney-in-fact to do all things and to perform all acts which such Unit Owners, acting collectively, are entitled to do and perform as a member of said Property Owners' Association. The Property Owners' Association shall be administered pursuant to the Willow Creek Property Owners' Association, Declaration of Covenant, Conditions, and Restrictions, dated July 1, 1971 and filed in the Office of the Registrar of Titles of Cook County, Illinois as Document LR 2592932 and the By-Laws of the Willow Creek Property Owners' Association, Inc. The Association's proportionate share of the cost of maintaining the recreational facilities and other common areas, as assessed by the Property Owners' Association, shall be Common Expenses.
16. **Separate Mortgages.** Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his or her respective Unit. No Unit Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his or her Unit ownership.
17. **Real Estate Taxes.** Real estate taxes, special assessments, and any other taxes or charges of the State of Illinois or any political subdivision thereof, or other lawful taxing or assessing body which are authorized by law to be assessed against and levied upon any real property shall be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner but are taxed to the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of ownership in the Common Elements. Upon authorization by a two-thirds (2/3) vote of the members of the Board or by the affirmative vote of not less than a Majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

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18. Condemnation.

a. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed before the taking or condemnation. Any proceeds or awards paid to the Association shall be applied first to the cost of any restoration, and any remaining portion of such proceeds shall be, in the sole discretion of the Board, either (i) applied to pay the Common Expenses; or (ii) distributed to the remaining Unit Owners based on their current percentages of ownership in the Common Elements. Each Unit Owner hereby appoints the Association as attorney-in-fact for the purpose of representing him or her in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

b. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of this Amended and Restated Declaration and the Act, and the court which has jurisdiction in the action shall adjust the percentages of interest in the Common Elements allocated to the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. In such cases, the President and Secretary of the Association shall execute and Record an instrument amending this Amended and Restated Declaration on behalf of the Association as required by the Act, effective as of the effective date of the taking or condemnation, to reflect the removal of property and the adjustments, if any, in the percentages of ownership as a result of an occurrence covered by this Paragraph. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Unit which is removed in part or in whole from the provisions of this Amended and Restated Declaration shall only be liable for the payment of assessments based on the percentage of ownership, if any, allocated to the Unit in the amendment.

19. Maintenance, Repair and Replacement of Common Elements. Except as otherwise specifically provided in this Amended and Restated Declaration, maintenance, repair, replacement and decorating of the Common Elements shall be furnished by the Board as part of the Common Expenses. However, with respect to a particular category or class of Limited Common Elements, instead of furnishing the maintenance, repair, replacement or decorating as a Common Expense, the Board, in its sole discretion, may (but shall not be obligated to) (a) furnish such services but assess the cost thereof in whole or in part directly to the Unit Owners benefited thereby; or (b) require such Unit Owners to furnish such services to the Limited Common Elements serving their respective Units at their own cost and expense and to procure and deliver to the Association such lien waivers, contractors' and subcontractors' sworn statements and/or other documentation as may be required to protect the Property from all mechanics or materialmen's lien claims that may arise therefrom.

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20. Maintenance, Repair and Replacement by Unit Owners.

- a. Each Unit Owner shall furnish and be responsible, at his or her sole cost and expense, for any and all maintenance, repairs, replacements and decorating within his or her Unit, including, without limitation, maintenance, inspection, repair, replacement, and cleaning of all internal installations of such Unit such as sinks, bathtubs, toilets and other bathroom fixtures, cabinets, refrigerators, ranges, dishwashers, garbage disposals and other kitchen appliances, humidifiers, lighting, electrical and plumbing fixtures, and any portion of any other utility service facilities situated entirely within a Unit and serving only such Unit. Upon the request of a Unit Owner, the Board may (but shall have no obligation to), in its discretion, cause maintenance services to be performed within a Unit or to the Limited Common Elements serving a Unit and may charge a reasonable fee for such services.
- b. Each Unit Owner shall be obligated to maintain and keep his or her own Unit in good, clean order and repair and to conduct regular inspections of the Unit. Without limiting the foregoing, each Unit Owner shall be responsible, at his or her sole cost and expense, for all wall and floor coverings, paneling, molding, tile, wallpaper, paint, finished flooring, carpeting, draperies, window shades, other window coverings, and other furnishings and interior decorating within a Unit. Said maintenance shall and use shall be subject to the rules and regulations of the Board or Association as may be imposed from time to time. The use and covering of the interior surfaces of the windows and doors, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association as may be imposed from time to time. Each Unit Owner who shall elect to install in any portion of his or her Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, wood, etc.) shall be first required to install a sound-absorbent undercushion of such kind and quality to prevent the transmission of noise to other Units, and shall obtain approval of the Board prior to making such installation. If such prior approval is not obtained, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work at the expense of the offending Unit Owner.
- c. The interior surfaces of all windows forming part of a perimeter wall of a Unit and the interior and exterior surfaces of the perimeter doors (including, without limitation, hallway doors and patio doors exclusively serving a single Unit) shall be cleaned and washed by each respective Unit Owner at his or her sole cost and expense. Each Unit Owner shall be individually responsible for handling and paying for the maintenance, repair and replacement of all door and window locks, hinges, door knockers and other hardware with respect to which each Unit Owner is entitled to the exclusive use thereof.
- d. Each Unit Owner shall be required to maintain and pay for such utility services as may be separately metered or billed to each Unit by the respective utility companies and as may be required to protect the integrity

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of the Common Elements and the other Units.

- e. If the act or omission of a Unit Owner or Occupant or guest, invitee, licensee, visitor or pet of a Unit Owner or Occupant shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be at Common Expense (regardless of whether such act or omission was intentional or negligent), then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board. To the extent permitted by law, nothing herein shall be deemed to require the Association to submit to its insurance carrier claims for such damage and such maintenance, repairs and replacements. In the event the Board reasonably declines to submit such claims, the Board may, in its sole discretion, charge all costs associated with the claims to the responsible Unit Owner and, until paid by such Unit Owner, such costs shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses.
- f. Whenever the Board shall determine, in its sole discretion, that any maintenance, repair or replacement of any Unit or Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other Unit, the Board may direct such Unit Owner to perform the work and to pay the cost thereof or cause the work to be done and charge the cost thereof to such Unit Owner and, until paid by such Unit Owner, such cost shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses. No Unit Owner shall have a claim against the Association or the Board for any work which is ordinarily the responsibility of the Association but which the Unit Owner himself or herself has performed or caused to be performed.
- g. A Unit Owner shall be strictly liable for any claim, damage, or judgment entered as a result of the use or operation of his or her Unit, or caused by his or her own conduct or the conduct of the Unit Owner's Occupants, tenants, guests, family members, invitees, licensees or pets. Costs incurred by the Association in connection with such strict liability shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses.
- h. Joint Facilities - To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities and 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 Association as may be imposed from time to time. The authorized representatives of the Association or the Board, or 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 the maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities and fixtures affecting or serving other Units or the Common Elements.

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- i. **Master Television Antenna System.** Each Unit has been equipped with at least one outlet activated for connection to the master television antenna system serving the Building, which outlet and systems are integral parts of the Common Elements. Additional outlets for connection to the master television antenna system are obtainable only from the Association and may be installed only by the firm or individual authorized by the Board or Association to make such installation, with the prior approval of the Board or the Association and the payment of any required additional fees. Unit Owners are prohibited from making any modifications to the master television antenna system. The Board or the Association may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.
21. **Additions, Alterations or Improvements.** Except as required by law or otherwise expressly provided in this Amended and Restated Declaration or the By-Laws, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements (including the Limited Common Elements), and no additions, alterations or improvements shall be made by a Unit Owner to his Unit where such work alters a bearing wall or partition, configuration, perimeter doors or windows or otherwise affects the structure of the Unit or the structural integrity or systems of the Building or increases the cost of insurance required to be carried by the Board hereunder, without the prior written consent of the Board and then only in accordance with rules and regulations and/or resolutions adopted by the Board. Further, any addition, alteration or improvement of a Unit by the Unit Owner that shall affect the structure of the Unit or the Common Elements, the structural integrity of the Building or the exterior appearance of the Building shall conform to all plans, specifications and/or other information which the Association, in the Board's sole discretion, may require the Unit Owner to submit. The Board may require that such plans, specifications and/or other information be prepared or reviewed and approved by an architectural firm, engineering firm or other professionals selected or approved by the Board. The costs of such plans, specifications and/or other documentation or review and approval thereof (including, without limitation, architects' fees, engineers' fees and/or legal fees) shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner on the Unit Owner's agreement either to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set or to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement.
22. **Adjoining Units.** A Unit Owner owning two (2) or more Units shall have the right, subject to the provisions of this Amended and Restated Declaration and the rules and regulations and resolutions of the Association and on such conditions as shall reasonably be determined by the Board, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any other Unit or any portion of the Common Elements. The Unit Owner shall notify the Board of the nature of the removal at least ten (10) days before the commencement of any such alteration.

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23. Handicapped Access. Until determined by a legislative body, administrative agency or court of law having proper jurisdiction, the Common Elements shall not be subject to the public facility requirements of the Americans with Disabilities Act. To the extent required to conform to the Federal Fair Housing Amendments Act of 1988 and/or other applicable law, a Unit Owner may, at his or her sole cost and expense, make reasonable modifications to his or her Unit, the Common Elements or the Limited Common Elements serving his or her Unit, subject to the following:
- a. All modifications must be approved by the Board prior to the commencement of construction.
 - b. The Board may request that all requests for modifications to a Unit, Common Elements or Limited Common Elements be submitted in written form. However, the Association will give appropriate consideration to reasonable modification requests made orally.
 - c. In cases in which a Unit Owner's or Occupant's disability is not obvious or otherwise known to the Association or if the Unit Owner's or Occupant's need for a modification is not readily apparent or known, the Board may require that a Unit Owner or Occupant provide additional information specifying the general nature of the disability, describing the requested modification and/or describing how the requested modification is necessary to provide an equal opportunity for a Unit Owner or Occupant to use and enjoy the Property.
 - d. The Board may require that the Unit Owner provide copies of plans, specifications, drawings, certifications and/or other reasonable documentation describing and/or depicting the proposed modifications.
 - e. The Board may establish reasonable guidelines for construction of any proposed modification and may require that the Unit Owner provide reasonable assurances that the construction will be performed in a good and workmanlike manner.
 - f. The Board may require the Unit Owner to obtain and furnish adequate proof of any required building permits, mechanics lien waivers and other documentation customarily furnished in connection with construction projects.
 - g. All modifications shall be constructed by properly insured and licensed contractors (where such insurance and licenses would otherwise be required for the proposed modification), and the Board may require that the Unit Owner furnish adequate proof of such insurance and licenses.
 - h. To the extent permitted by law and depending on the nature and location of the modification, the Board may require that, after completion, the modification will be maintained as necessary by the Unit Owner, at his or her sole cost and expense, in a safe and attractive condition.
24. Insurance.
- a. The Board shall have the authority to and shall obtain insurance for the

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Property as follows:

- (i) Property Insurance. The Association shall obtain and maintain property insurance:
 - (aa) On the Common Elements and the Units, including the Limited Common Elements and the bare walls, floors and ceilings of the Units;
 - (bb) Providing coverage for special form causes of loss, including loss or damage by fire and against loss or damage by risks now or hereinafter embraced by standard extended coverage and vandalism and malicious mischief endorsements; and
 - (cc) 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.
 - (dd) Insurance on the Property (exclusive the Parcel and excavations, foundations and footings) against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property, without co-insurance clause so long as available, in such amount as the Board shall deem desirable.
 - (ee) Such workman's compensation insurance in such amount as the Board shall deem desirable.
- (ii) General Liability Insurance. The Association shall obtain and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property or upon, in or about the streets, passageways and other areas adjoining the Property, such public liability and property damage insurance to afford property protection to such limits as the Board shall deem desirable (but in no event for less than One Million Dollars (\$1,000,000.00) with respect to liability for personal injury or property damage arising out of a single accident), insuring the Board, the Association, the managing 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) Fidelity Bond. The Association shall obtain and maintain a fidelity bond. The fidelity bond shall cover the Association's property manager and all partners, officers and employees of the management company with whom the property manager is employed during the

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term of the fidelity bond, as well as the Association Board members, officers and employees who control or disburse funds of the Association. The fidelity bond shall be in the full amount of funds in the custody or control of the Association and the management company, including, without limitation, the Association reserve fund.

(aa) The insurance company issuing the fidelity bond may not cancel or refuse to renew the bond without giving not less than ten (10) days' prior written notice to the Association.

(bb) The Association shall secure and pay for the fidelity bond.

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

(v) Other Coverage. The Association shall have the authority to obtain such other insurance including, without limitation, umbrella liability insurance in excess of the required general liability insurance in an amount deemed sufficient in the judgment of the Board, workers' compensation and employer's liability insurance in amounts deemed sufficient in the judgment of the Board and as necessary to comply with applicable law (including voluntary compensation to cover employees not covered under the Illinois statute for benefits), errors and omissions coverage for the Board members, employment practices, flood insurance, environmental hazards, plate glass and equipment breakdown coverage, boiler and machinery coverage, and medical payments coverage for members of the public (not Unit Owners) injured on the Property without regard to liability of the Board or the Association, as the Board considers appropriate to protect the Association, the Unit Owners or officers, Board members, employees or agents of the Association.

- b. The insurance maintained pursuant to Paragraph 24(a)(i) herein 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 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 of the Property. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and

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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.

- c. The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Paragraph if the economic savings justify the additional risk and if permitted by law. The Board 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 Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated; or
 - (iii) Require the Owner(s) of the Unit(s) affected to pay the deductible amount.
- d. Insurance policies maintained pursuant to Paragraph 24(a) and Paragraph 24(b) herein must include each of the following provisions:
 - (i) 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;
 - (ii) 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 Board members; and
 - (iii) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.
- e. If at the time of a loss under a policy maintained by the Association hereunder there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy shall be the primary insurance.
- f. Any loss covered by the property policy under Paragraph 24(a)(i) herein must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

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- g. Each Unit Owner shall be responsible for obtaining and maintaining physical damage insurance on the wall, floor and ceiling coverings, decorating, painting, furniture, appliances, furnishings and personal property in his or her Unit and elsewhere on the Property (including, without limitation, vehicles) and any improvements and betterments to his or her Unit, for his or her personal liability and for his or her additional living expense. The Board shall not be responsible for obtaining or maintaining any insurance for which Unit Owners are responsible hereunder.
 - h. All Unit Owners shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit 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 Unit Owner whose Unit was damaged, any damage not covered by insurance required by this Paragraph, as well as the decorating, painting, wall, floor and ceiling coverings, trim, appliances, equipment and other furnishings. If the Unit Owner does not purchase insurance required by the Board and provide copies of certificates of insurance and/or other documentation deemed sufficient by the Board in its sole discretion evidencing the required coverage, the Board may, but is not required to, purchase the insurance coverage and charge the premium cost back to the Unit Owner. The Board also may, after providing notice and an opportunity for a violation hearing, impose single or continuing fines against a Unit Owner who fails to purchase and/or produce evidence of such liability insurance deemed sufficient by the Board in its sole discretion. In no event is the Board liable to any party either with regard to its decision not to purchase the insurance or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.
 - i. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, the Board and the Association's managing agent as additional insured parties.
 - j. Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than ten (10) days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.
 - k. Each Unit Owner hereby waives and releases any and all claims which the Unit Owner may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Association, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.
25. Association's Purchase of Unit. The Board shall have the power to bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a

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foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to the direction of a court, or other involuntary sale, upon the consent or approval of the Unit Owners owning not less than sixty-six and two-thirds (66 2/3%) in the aggregate of the undivided ownership of the Common Elements.

26. **Leasing of Units.** Any Unit Owner shall have the right to lease all (and not less than all) said Owner's Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit provided for in this Paragraph 26(a) and as the Board of Directors may establish, from time to time, except that no Unit shall be leased for transient or hotel purposes or for a term of less than twelve (12) consecutive months nor more than twelve (12) consecutive months. Any lease which is permitted by the provisions of this Paragraph 26(a) shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration, the By-Laws and any Rules and Regulations of the Association and that any failure of the lessee to comply with the terms of this Declaration, the By-Laws and any Rules and Regulations of the Association shall be a default under the lease.
- a. No more than seventeen (17) units within the Association shall be subject to a lease agreement at any one time.
 - b. The requirement of Paragraph 26(a) which permits the leasing of only seventeen (17) units at any one time, shall not apply to lease agreements entered into between a Unit Owner and such Owner's spouse, children, parents, brothers, sisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law. Lease agreements between such individuals and a Unit Owner shall still be permitted even if at the time the lease agreements are entered into seventeen (17) units within the Association are already subject to lease agreements.
 - c. The requirement of this amendment to Paragraph 26(a) which permits the leasing of only seventeen (17) units at any one time, shall not apply to: (i) any mortgagee that becomes a Unit Owner by purchasing a Unit at a sale held pursuant to proceedings to foreclose its mortgage, by obtaining judgment by common law strict foreclosure, by taking a deed in lieu of foreclosure or otherwise by taking possession of the Unit pursuant to a court order under the Illinois Mortgage Foreclosure Law, and (ii) the Association where the Association has obtained possession of the Unit pursuant to an action brought by the Association to foreclose a lien against the Unit for the Owner's failure to pay common expenses, or where the Association has obtained possession of a Unit pursuant to a Forcible Entry and Detainer Action brought by the Association in the manner prescribed by the provisions of Article IX of the Illinois Code of Civil Procedure. The aforementioned mortgagees and the Association shall still be permitted to enter into a lease agreement involving a Unit even if at the time such lease agreement is entered into there already exists seventeen (17) units within the Association subject to lease agreements.
 - d. To meet special situations and to avoid undue hardship or practical difficulties, the Board may grant any Unit Owner, the permission to lease or rent that Owner's Unit to a specified lessee for a period of time not to exceed twelve (12) consecutive months, and on such other terms and

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conditions as the Board may establish, even if at the time the Board grants such permission to lease or rent such Owner's Unit, there already exists seventeen (17) units within the Association which are subject to lease agreements.

- e. Any lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration, the By-Laws and the rules and regulations of the Association and the Act and that any failure of a tenant to comply with the terms of this Declaration, the By-Laws, the rules and regulations and/or the Act shall be a default under the lease. The Unit Owner shall deliver to the Board a true and correct copy of the signed lease not later than occupancy or ten (10) days after the lease is signed, whichever occurs first.
 - f. No leasing or allowing someone other than the Unit Owner to reside in the Unit shall relieve the Unit Owner from the obligations imposed upon him or her or his or her Unit pursuant to the Act, this Declaration, the By-Laws and the rules and regulations of the Association. The Unit Owner shall remain primarily liable for those obligations.
 - g. In addition to the authority to levy fines against a Unit Owner for violation of this amendment or any other provision of this Declaration, the By-Laws or the rules and regulations of the Association, the Board shall have all rights and remedies available, including, without limitation, the right to maintain an action for possession against the Unit Owner and/or his or her tenants or Occupants under the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, an action for injunctive and/or other equitable relief, and/or an action at law for damages. All unpaid charges incurred as a result of the foregoing (including, without limitation, fines, attorneys' fees, court costs, title company charges and management company charges) shall be deemed to be a lien against the Unit and collectible in the same manner as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
 - h. Neither Units owned by the Association nor leases entered into by the Association pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure and/or other applicable law shall be subject to the leasing restrictions contained herein.
27. Use and Occupancy. Each Unit, or any two or more adjoining Units used together, shall be used for residential purposes or such other uses permitted by this Amended and Restated Declaration and for no other purposes. The 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. Each Unit shall be used in strict compliance with all applicable laws, statutes, codes, ordinances, or regulations related to the use or occupancy of property. Notwithstanding anything to the contrary contained in this Paragraph, Units owned by and/or in possession of the Association or its nominees may be used for any lawful purposes deemed appropriate by the Association in the Board's sole discretion.

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28. **Use Restrictions.** Except as provided herein, each Unit shall be used only as a residence or for such other purposes permitted by this Amended and Restated Declaration. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted in any Unit without the prior consent of the Board. However, no Unit Owner or Occupant shall be precluded with respect to his or her Unit from (a) maintaining a personal professional library therein; (b) keeping his or her personal business or professional records or accounts therein; (c) handling his or her business or professional telephone calls or correspondence therefrom; or (d) maintaining a computer or other customary home office equipment within the Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such restriction. The intent of this restriction is to limit traffic, noise, refuse, advertising and other incidentals of operating a business which disturb the other Unit Owners and Occupants, detract from the appearance and residential character of the Property and/or lower property values. In all instances, the decision of the Board as to whether particular business activities are prohibited shall be final. The foregoing covenants of this Paragraph shall not apply to the activities of the Association and its nominees, employees and agents.
29. **Obstruction of Common Elements/Proscribed Activities.**
- a. 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 herein expressly provided. Nothing shall be altered or constructed in or removed from the Common Elements without the prior written consent of the Association. The Common Elements (including, without limitation, common hallways) shall be kept free and clear of rubbish, debris and other unsightly materials and articles of personal property.
 - b. No clothes, sheets, blankets, laundry, rugs or any other articles of any kind shall be hung out or exposed on any part of the Common Elements. The use and the covering of the interior surfaces of windows and balcony and patio doors, whether by draperies, window shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations and resolutions of the Association. Except as expressly permitted by this Amended and Restated Declaration, the By-Laws, or by applicable law, Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or roof of the Building or on the Common Elements without the prior written consent of the Association. The display of the American flag or a military flag (or both) shall be allowed on or within the Limited Common Elements or in the immediately adjacent exterior of the Building where the Unit of a Unit Owner is located, subject to the rules and regulations and resolutions of the Association and applicable state and federal law.
30. **Signs.** No sign of any kind or other form of solicitation or advertising or window display (including, without limitation, "For Sale" and "For Rent" signs) shall be permitted on the Property except at such location and in such form as may be prescribed by the Board. The Board may adopt rules and regulations and/or resolutions further regulating the placement of signs on the property.

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31. **Antennas.** No mast, satellite dish, antenna or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the Common Elements of the Property without the prior written approval of the Board. Notwithstanding the foregoing, satellite dishes one (1) meter or less and antennas designed to receive local television broadcast signals may be erected and maintained on those portions of the Property under the exclusive use and control of a Unit Owner, subject to rules and regulations and/or resolutions adopted from time to time by the Board. Antennas must not extend beyond a Unit Owner's exclusive-use area or encroach upon any portion of the Common Elements or another Unit Owner's Unit or Limited Common Elements without the prior written approval of the Board.
32. **Animals.** No animals, reptiles rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or the Common Elements, with the exception that dogs, cats or other household pets may be kept in Units, provided said animals are not kept or bred for any commercial purpose and are kept in strict accordance with such rules and regulations relating to household pets as may be from time to time adopted by the Board. Any pet deemed by the Board, in its sole discretion, as causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Property upon three (3) days' written notice from the Board.
33. **Floor Coverings.** The covering of the floors of Units shall consist of materials and be installed in a manner deemed by the Board in its sole discretion to be adequately sound absorbent. The Board shall have the authority from time to time to adopt rules and regulations and/or resolutions establishing additional standards and guidelines regarding floor coverings, including, without limitation, requiring or prohibiting particular types of carpeting, padding and/or other floor coverings. Any Unit Owner found to be in violation of this provision, or any rules and regulations or resolutions which the Board may adopt concerning floor coverings, shall subject the Unit Owner to any and all remedies available to the Association, including, without limitation, a daily fine until such violation is cured.
34. **Use Affecting Insurance.** Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of any insurance maintained by the Association or that would be in violation of any law. No waste shall be committed in the Common Elements.
35. **Structural Impairment.** Except as otherwise provided in the Condominium Instruments or permitted by applicable law, nothing shall be done in any Unit or in, on or to the Common Elements that would impair the structural integrity, safety or soundness of the Building or that would structurally change the Building. No Unit Owner shall overload the plumbing or the electric, cable or communications wiring in a Building, 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. No Unit Owner shall connect any machines, appliances, accessories or equipment to the heating, air conditioning or plumbing systems without the prior written consent of the Association. No Unit Owner shall overload the floors of any Unit.

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36. **Nuisances.** No noxious or offensive activity shall be carried on in any Unit or on any other portion of the Property, and nothing shall be done on the Property, either willfully or negligently, which shall in the sole judgment of the Board cause unreasonable annoyance or nuisance to other Unit Owners or Occupants.
37. **Sale of the Property** – At a meeting duly called for such purpose, the Unit Owners by affirmative vote of at least seventy-five (75%) of the total vote of the voting members of the Association, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any such Unit entitled to notice pursuant to the Declaration. Such action shall be binding to all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in a manner and form may be necessary to effect such sale; provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale the amount equivalent to the value of his interest, as determined by an appraisal, less the amount of any unpaid assessments or other charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select a qualified appraiser, experienced in the appraisal of condominium units in Cook County, Illinois, and the two (2) so selected shall select a third appraiser, experienced in the appraisal of condominium units in Cook County, Illinois, and the fair market value, as determined by a majority of the three (3) so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.
38. **Remedies for Breach or Violation.** In the event of any violation by any Unit Owner (either by his or her own conduct or by the conduct of any Occupant, tenant, guest, licensee, invitee or pet) of the provisions of the Act, this Amended and Restated Declaration, the By-Laws, and/or the rules and regulations and resolutions of the Association, the Association, or its successors or assigns, or the Board, or the Association's agents, shall have each and all of the rights and remedies which may be provided for in the Act, this Amended and Restated Declaration, the By-Laws and the rules and regulations and resolutions or which may be otherwise available by law, or any combination thereof, including, without limitation, upon not less than ten (10) days' notice, the following:
- a. **Self Help.** The power to enter the Unit or any portion of the Property on which, or as to which, such violation exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. In such event, neither the Association, nor the Board members, officers, employees nor agents thereof, shall thereby be deemed guilty in any manner of trespass or liable for damages, provided, however, that where the violation involves an improvement located within the boundaries of a Unit, judicial proceedings shall be instituted before such improvement may be altered or demolished.

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- b. **Involuntary Sale.** The power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use and control his or her Unit; and thereupon an action may be filed by the Association against said defaulting Unit Owner for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him or her on account of said violation and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, attorneys' fees and all other expenses of the proceedings and sale, and all such items shall be taxed to such defaulting Unit Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other Common Expenses due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser of the Unit thereupon shall be entitled to a deed to the Unit and to immediate possession of the Unit and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Unit so purchased subject to the Condominium Instruments, as amended from time to time.
- c. **Fines.** The power to levy a single or continuing fine (including, without limitation, daily fines). The Association shall not impose a fine unless (i) it has first provided to the Unit Owner alleged to have violated any provision of the Act, this Amended and Restated Declaration, the By-Laws or the rules and regulations or resolutions of the Association notice and an opportunity for a violation hearing before the Board or a duly authorized commission; and (ii) the Board shall have determined such allegations to be true.
- d. **Eviction.** The right to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner prescribed by the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, as amended from time to time.
- e. **Other Remedies.** The right to prosecute any action or other proceedings, either at law or in equity, against such defaulting Unit Owner and others for enforcement or foreclosure of the Association's lien, the appointment of a receiver for the Unit, money damages, injunction, specific performance, and any other relief.
- f. **Costs and Expenses.** Any and all costs and expenses incurred by the Association in connection with or attributable to a violation and/or the exercise of its authority as granted in this Paragraph, including, but not limited to, court costs, recording fees, attorneys' fees, title company charges, management company charges, and other costs of labor and materials, shall be paid by the Unit Owner in violation and/or to whom the act or omission giving rise to enforcement is attributable and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common

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Expenses.

- g. **Cumulative Remedies.** Any and all rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. No terms, obligations, covenants, conditions, restrictions, liens, charges or provisions imposed hereby or contained herein shall be deemed abrogated, abandoned or waived by any failure to enforce or delay in enforcing them, no matter how many violations or breaches may occur and regardless of any delays in enforcement.
39. **Severability.** The invalidity of any restriction hereby imposed or of any provision hereof or of any part of such restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Amended and Restated Declaration. All of the terms hereof are hereby declared to be severable.
40. **Construction.** The provisions of this Amended and Restated Declaration, the By-Laws and the articles of incorporation, rules and regulations and resolutions of the Association shall be liberally construed to effectuate their purpose of creating a uniform plan for the administration and operation of a quality residential condominium development.
41. **Board Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Property or any question of interpretation or application of the provisions of this Amended and Restated Declaration, the By-Laws or the articles of incorporation, rules and regulations and resolutions of the Association, the determination by the Board shall be final and binding on each and all of such Unit Owners.
42. **Captions.** The Paragraph headings herein are intended for convenience only and shall not be construed with any substantive effect.
43. **Grantees.** Each grantee, purchaser under articles of agreement for deed, mortgagee, tenant under a lease and any other Person having at any time any interest or estate in the Property accepts the same subject to all covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are hereby granted, created, reserved or declared, the By-Laws, the articles of incorporation, rules and regulations and resolutions of the Association, and the jurisdiction, rights and powers created or reserved by the provisions of the Act, all as at any time amended. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind and inure to the benefit of each grantee, contract purchaser, mortgagee, tenant or other Person having at any time an interest or estate in the Property in like manner as though the provisions of this Amended and Restated Declaration were recited and stipulated at length in each and every deed of conveyance, installment contract, lease, mortgage, trust deed or other instrument evidencing such interest or estate in the Property.
44. **Perpetuities and Restraints on Alienation.** If any of the covenants, conditions, restrictions, easements, reservations, liens, charges or rights created by this Amended and Restated Declaration shall be unlawful, void or voidable for violation

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of (a) the rule against perpetuities or some analogous statutory provision; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue and endure only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of Recording of this Amended and Restated Declaration.

45. Land Trustee or other Entity as Unit Owner.

- a. In the event title to any Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, liens and other charges made hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Amended and Restated Declaration against such Unit. The amount of such assessments, liens and charges shall continue to be obligations or liens upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.
- b. Upon the conveyance of title to any Unit to a title holding trust, corporation, partnership, limited liability company or other legal entity capable of holding title to real property, unless otherwise expressly agreed by the Association in the Board's sole discretion, the names and residence addresses of all trustees, co-trustees and beneficiaries of a trust, all shareholders of a corporation, all partners in a partnership, all members of a limited liability company, or all other persons having an equity interest in such other entity shall be disclosed to the Association. Such obligation to furnish information shall be of a continuing nature and shall include the obligation to provide the Association with written notice of any changes in such information within fourteen (14) days of such changes.

46. Notices.

- a. **Manner of Giving Notices.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or the Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him or her by giving written notice of his or her change of address to the Board or Association. Any notice required to be sent to any Unit Owner under the provisions of this Amended and Restated Declaration or the By-Laws shall be deemed to have been properly sent when mailed, by certified or registered mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his or her mailbox in the Building or at the door of his or her Unit in the Building.
- b. **Notice to Mortgagees.** Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be

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

- c. **Notices to Estate or Representatives.** Notices required to be given to any devisee; heir or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his, her or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.
47. **Covenants Running With The Land.** All covenants described herein are covenants running with the land, and so long as the Property is subject to the provisions of the Declaration, shall remain in full force and effect.
48. **Financing Approvals.** Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions are hereinafter set forth which require, in certain circumstances, the consent or approval of the Department of Housing and Urban Development, which includes the Federal Housing Administration (FHA), or the U.S. Department of Veterans Affairs (VA). Such provisions have been incorporated to meet the requirements of said agencies in the event mortgage financing assistance from either or both of the said agencies is sought by a Unit Owner. Each such provision shall be applicable and effective only with respect to whichever of the said agencies (if either) has conditionally committed to insure or guarantee mortgage financing with respect to any Units, and then only with respect to such Units covered by such commitment or financing, except as to conform with the requirements of FHA, VA, FHLMC or FNMA, in which event the rights and obligations of first mortgages conferred hereunder shall apply to all first mortgages of Units.
- a. **FHA/VA Approval -** If any prospective Unit Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the FHA and/or the VA as applicable; Addition of properties, dedication of Common Elements, and amendment of this Declaration.
 - b. The following actions will require notice to all institutional holders of first mortgage liens: (i) abandonment or termination of the Association; (ii) material amendment to the Declaration, By-Laws, or Articles of Incorporation; and (iii) termination by the Association of professional management and assumption of self-management by the Association.
 - c. Upon the request of any first mortgagee of a Unit, the Association shall furnish to such mortgagee a written notice of any default by the Unit Owner of such Unit in their performance of such Unit Owner's obligations under the within Declaration or the By-Laws or Association rules and regulations which is not cured within sixty (60) days. Any first mortgagee of a Unit who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession

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of the Unit. The purchaser of a unit at a judicial foreclosure sale, other than a mortgagee, who takes possession of the unit pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of common expenses for the unit which would have become due in the absence of any assessment acceleration during the six (6) months immediately preceding institution of an action to enforce the collection of assessments, and which remain unpaid by the owner during whose possession the assessments accrued. Additionally, the purchaser of the unit, other than a mortgagee, shall pay the legal fees incurred enforcing the covenants of the condominium instruments, rules and regulations of the board of managers, or any applicable statute or ordinance or to collect assessments.

- d. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:
- (i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or any portion thereof or interest therein; (The granting of easements for public utilities or other public purposes shall not be deemed a transfer within the meaning of this clause.)
 - (ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner by the Association;
 - (iii) By act or omission change, waive, or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or the exterior appearance of the Units or maintenance of the Units;
 - (iv) Fail to maintain fire and extended coverage of insurance on insurable property comprising a part of the Common Elements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs);
 - (v) Use hazard insurance proceeds for losses to any improvements comprising a part of the Common Elements for other than repair, replacement or reconstruction of such improvements.

If a mortgagee on a Unit is then held by either Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC), notwithstanding the approval of other mortgagees, each of the foregoing acts set forth in subparagraphs (d)(i) through (d)(v) above shall require the approval of whichever of the said FNMA or FHLMC is a mortgagee.

- e. Each first mortgagee of a Unit shall have the right to examine the books and records of the Association during normal business hours. The first mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common

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Elements or any portion thereof, and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association. The Association shall have the authority to enter into an agreement reflecting the provisions of the within subsection in such form as may reasonably be required by such mortgagees, and in the absence of such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Association and binding upon it in favor of all such mortgagees.

- f. Institutional holders of first mortgages shall, in addition, upon request have the right: (i) to receive an annual financial statement of the Association within ninety (90) days following the end of any fiscal year of the Association; and (ii) to receive written notice of all meetings of the Association and to designate a representative to attend all such meetings. Any right given by a Unit Owner to any third person to purchase a Unit before it is offered for sale or sold to any other person (commonly known as right of first refusal) shall not be binding upon or enforceable against any institutional holder of a first mortgage acquiring such Unit pursuant to the exercise of remedies provided for in the mortgage.
 - g. In the event of (i) damage or destruction of any Common Elements or facilities, the cost of repair of which exceeds Ten Thousand and NO/100 Dollars (\$10,000.00), or (ii) the Common Elements or facilities becoming subject of any condemnation or eminent domain proceeding, the Association shall give timely written notice of same to all institutional holders of first mortgage liens.
 - h. No provision of the within Declaration or of the By-Laws or Articles of Incorporation of the Association, or any similar instrument pertaining to the Property or the Units shall be deemed to give a Unit Owner or any other party priority over any rights of bona fide first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation award for losses to, or a taking of the Common Elements or any portion thereof or interest therein.
 - i. There shall be included in each annual assessment levied by the Association an amount sufficient to establish an adequate reserve fund for the replacement of the improvements comprising a part of the Common Elements.
49. **Change, Modification or Rescission.** The provisions of Sections 13 and 49 of this Amended and Restated Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission signed and acknowledged by the Board, by Unit Owners having at least seventy-five percent (75%) of the total vote and by all mortgagees having bona fide liens of record against all of the Unit Ownerships. Other provisions of this Amended and Restated Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Unit Owners having at least sixty-seven percent (67%) of the total vote. The change, modification or rescission shall be effective upon recordation of

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such instrument in the office of the Recorder of Deeds of Cook County, Illinois; provided however, that no such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions in this Amended and Restated Declaration or by the Act.

This Amended and Restated Declaration of Condominium Ownership for Willow Creek No. 7, A Condominium shall become effective upon Recordation in the office of the Recorder of Deeds of Cook County, Illinois.

This Amended and Restated Declaration of Condominium Ownership for Willow Creek No. 7, A Condominium has been approved and executed by not less than two-thirds (2/3) of the members of the Board of Managers of Willow Creek No. 7 Association, an Illinois Not-For-Profit Corporation, in the exercise of the power and authority conferred upon and vested in the Association and its Board of Managers. The signatories hereby warrant that they possess (ul) power and authority to execute this instrument.

IN WITNESS WHEREOF, the undersigned duly elected officers of Willow Creek No. 7 Association, an Illinois Not-For-Profit Corporation, have duly executed this Amended and Restated Declaration of Condominium Ownership for Willow Creek No. 7 Association on this 12th day of April, 2011.

WILLOW CREEK NO. 7 ASSOCIATION,
AN ILLINOIS NOT-FOR-PROFIT
CORPORATION

By: Sherry D. Adams
President

Attest: Deane T. Hamline
Secretary

APPROVED AND EXECUTED BY:

Stanley Turkowski
Bonnie O'Brien
Blaine Cocker
Marilyn Douglas

Bernard J. Listey
Robert A. McNamee
Deane T. Hamline

(being not less than two-thirds of all of the members of the Board of Managers)

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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, Diane T. Hainline, hereby certify that I am the duly elected and qualified Secretary of Willow Creek No. 7 Association, an Illinois Not-For-Profit Corporation, 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 of Condominium Ownership for Willow Creek No. 7, A Condominium was approved by not less than two-thirds (2/3) of all of the members of the Board of Managers as evidenced by their signatures and those of the stated officers and that either no petition was submitted by the Unit Owners for a meeting to consider the Board action approving the Amended and Restated Declaration or such action was ratified.

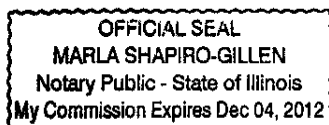
Diane T. Hainline
 Secretary

Dated at Palatine, Illinois, this 22nd day of April, 2011.

STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I, Marla Shapiro Gillen, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid officer of Willow Creek No. 7 Association, an Illinois Not-For-Profit Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she signed, sealed and delivered the same instrument as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 22 day of April, 2011.



Marla Shapiro Gillen
 Notary Public

My commission expires:

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EXHIBIT A TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP OF WILLOW CREEK NO. 7, A CONDOMINIUM

Underlying Legal: Lots 8 together with that part of Lot 7 described as follows: Beginning at the Southwest corner of said Lot 7, thence Easterly along the Southerly line of Lot 7 for 200 feet, thence Northwesterly 187.68 feet more or less, to a point in the Westerly line of Lot 7 that is 30 feet Northeasterly of the Southwest corner of Lot 7 as measured along said Westerly line of Lot 7, thence Southwesterly along the said West line of Lot 7 for 30 feet of the point of beginning in Willow Creek Apartment Addition, being a Subdivision of part of Willow Creek a Subdivision of part of Section 24, Township 42 North, Range 10, East of the Third Principal Meridian.

Unit	Pln	Commonly known as (for informational purposes only)
101	02241050211001	950 E WILMETTE RD 101 PALATINE, IL. 60074-6480
102	02241050211002	950 E WILMETTE RD 102 PALATINE, IL. 60074-6480
103	02241050211003	950 E WILMETTE RD 103 PALATINE, IL. 60074-6480
104	02241050211004	950 E WILMETTE RD 104 PALATINE, IL. 60074-6480
105	02241050211005	950 E WILMETTE RD 105 PALATINE, IL. 60074-6480
106	02241050211006	950 E WILMETTE RD 106 PALATINE, IL. 60074-6480
107	02241050211007	950 E WILMETTE RD 107 PALATINE, IL. 60074-6480
108	02241050211008	950 E WILMETTE RD 108 PALATINE, IL. 60074-6480
109	02241050211009	950 E WILMETTE RD 109 PALATINE, IL. 60074-6480
110	02241050211010	950 E WILMETTE RD 110 PALATINE, IL. 60074-6480
111	02241050211011	950 E WILMETTE RD 111 PALATINE, IL. 60074-6480
112	02241050211012	950 E WILMETTE RD 112 PALATINE, IL. 60074-6480
114	02241050211013	950 E WILMETTE RD 114 PALATINE, IL. 60074-6480
115	02241050211014	950 E WILMETTE RD 115 PALATINE, IL. 60067-6480
116	02241050211015	950 E WILMETTE RD 116 PALATINE, IL. 60074-6480
118	02241050211016	950 E WILMETTE RD 118 PALATINE, IL. 60074-6480
118	02241050211017	950 E WILMETTE RD 118 PALATINE, IL. 60074-6480
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120	02241050211019	950 E WILMETTE RD 120 PALATINE, IL. 60074-6480
121	02241050211020	950 E WILMETTE RD 121 PALATINE, IL. 60074-6480
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123	02241050211022	950 E WILMETTE RD 123 PALATINE, IL. 60074-6480
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125	02241050211024	950 E WILMETTE RD 125 PALATINE, IL. 60074-6480
126	02241050211025	950 E WILMETTE RD 126 PALATINE, IL. 60074-6853
127	02241050211026	950 E WILMETTE RD 127 PALATINE, IL. 60074-6853
128	02241050211027	950 E WILMETTE RD 128 PALATINE, IL. 60074-6853
129	02241050211028	950 E WILMETTE RD 129 PALATINE, IL. 60074-6853
130	02241050211029	950 E WILMETTE RD 130 PALATINE, IL. 60074-6481
201	02241050211030	950 E WILMETTE RD 201 PALATINE, IL. 60074-6854
202	02241050211031	950 E WILMETTE RD 202 PALATINE, IL. 60074-6481
203	02241050211032	950 E WILMETTE RD 203 PALATINE, IL. 60074-6481
204	02241050211033	950 E WILMETTE RD 204 PALATINE, IL. 60074-6481
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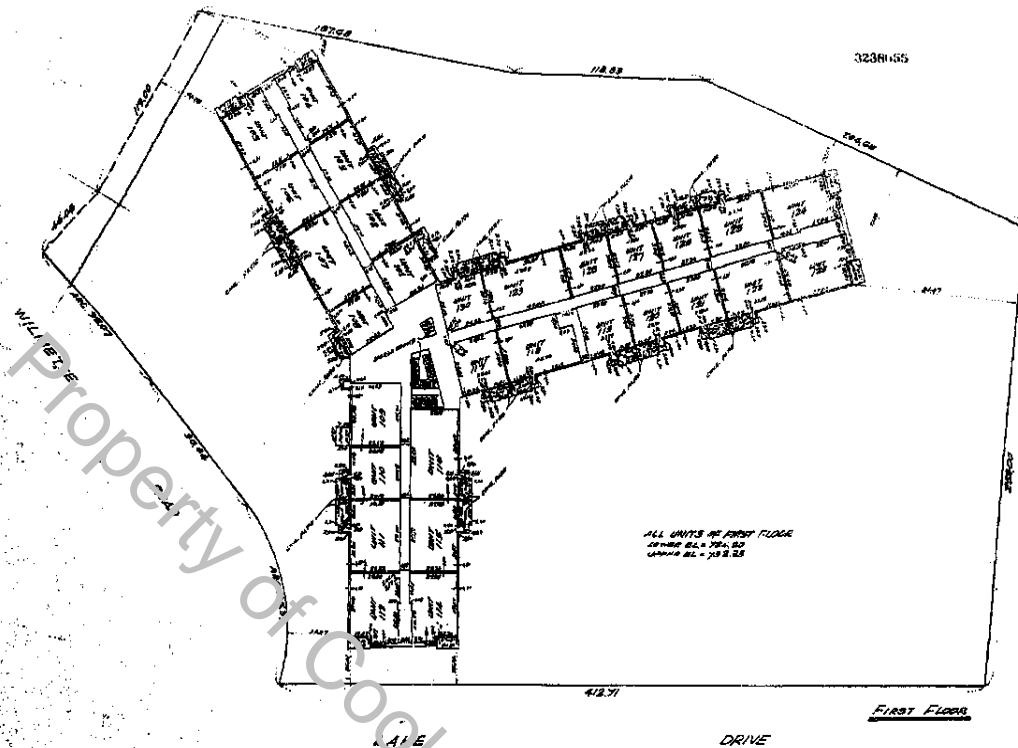
Unit	Pin	Commonly known as (for informational purposes only)
206	02241050211035	950 E WILMETTE RD 206 PALATINE, IL. 60074-6481
207	02241050211036	950 E WILMETTE RD 207 PALATINE, IL. 60074-6481
208	02241050211037	950 E WILMETTE RD 208 PALATINE, IL. 60074-6481
209	02241050211038	950 E WILMETTE RD 209 PALATINE, IL. 60074-6481
210	02241050211039	950 E WILMETTE RD 210 PALATINE, IL. 60074-6481
211	02241050211040	950 E WILMETTE RD 211 PALATINE, IL. 60074-6481
212	02241050211041	950 E WILMETTE RD 212 PALATINE, IL. 60074-6481
214	02241050211042	950 E WILMETTE RD 214 PALATINE, IL. 60074-6481
215	02241050211043	950 E WILMETTE RD 215 PALATINE, IL. 60074-6481
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217	02241050211045	950 E WILMETTE RD 217 PALATINE, IL. 60074-6481
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219	02241050211047	950 E WILMETTE RD 219 PALATINE, IL. 60074-6481
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221	02241050211049	950 E WILMETTE RD 221 PALATINE, IL. 60074-6481
222	02241050211050	950 E WILMETTE RD 222 PALATINE, IL. 60074-6481
223	02241050211051	950 E WILMETTE RD 223 PALATINE, IL. 60074-6481
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225	02241050211053	950 E WILMETTE RD 225 PALATINE, IL. 60074-6481
226	02241050211054	950 E WILMETTE RD 226 PALATINE, IL. 60074-6481
227	02241050211055	950 E WILMETTE RD 227 PALATINE, IL. 60074-6854
228	02241050211056	950 E WILMETTE RD 228 PALATINE, IL. 60074-6854
229	02241050211057	950 E WILMETTE RD 229 PALATINE, IL. 60074-6482
230	02241050211058	950 E WILMETTE RD 230 PALATINE, IL. 60074-6482
301	02241050211059	950 E WILMETTE RD 301 PALATINE, IL. 60074-6855
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303	02241050211061	950 E WILMETTE RD 303 PALATINE, IL. 60074-6482
304	02241050211062	950 E WILMETTE RD 304 PALATINE, IL. 60074-6482
305	02241050211063	950 E WILMETTE RD 305 PALATINE, IL. 60074-6482
306	02241050211064	950 E WILMETTE RD 306 PALATINE, IL. 60074-6482
307	02241050211065	950 E WILMETTE RD 307 PALATINE, IL. 60074-6482
308	02241050211066	950 E WILMETTE RD 308 PALATINE, IL. 60067-6482
309	02241050211067	950 E WILMETTE RD 309 PALATINE, IL. 60074-6482
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312	02241050211070	950 E WILMETTE RD 312 PALATINE, IL. 60074-6482
314	02241050211071	950 E WILMETTE RD 314 PALATINE, IL. 60074-6482
315	02241050211072	950 E WILMETTE RD 315 PALATINE, IL. 60074-6482
316	02241050211073	950 E WILMETTE RD 316 PALATINE, IL. 60074-6482
317	02241050211074	950 E WILMETTE RD 317 PALATINE, IL. 60074-6482
318	02241050211075	950 E WILMETTE RD 318 PALATINE, IL. 60074-6482
319	02241050211076	950 E WILMETTE RD 319 PALATINE, IL. 60074-6482
320	02241050211077	950 E WILMETTE RD 320 PALATINE, IL. 60074-6482
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322	02241050211079	950 E WILMETTE RD 322 PALATINE, IL. 60074-6482
323	02241050211080	950 E WILMETTE RD 323 PALATINE, IL. 60074-6482

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Unit	Pin	Commonly known as (for informational purposes only)
324	02241050211081	950 E WILMETTE RD 324 PALATINE, IL. 60074-6482
325	02241050211082	950 E WILMETTE RD 325 PALATINE, IL. 60074-6482
326	02241050211083	950 E WILMETTE RD 326 PALATINE, IL. 60074-6482
327	02241050211084	950 E WILMETTE RD 327 PALATINE, IL. 60074-6482
328	02241050211085	950 E WILMETTE RD 328 PALATINE, IL. 60067-6482
329	02241050211086	950 E WILMETTE RD 329 PALATINE, IL. 60074-6479
330	02241050211087	950 E WILMETTE RD 330 PALATINE, IL. 60074-6479
401	02241050211088	950 E WILMETTE RD 401 PALATINE, IL. 60074-6479
402	02241050211089	950 E WILMETTE RD 402 PALATINE, IL. 60074-6479
403	02241050211090	950 E WILMETTE RD 403 PALATINE, IL. 60074-6479
404	02241050211091	950 E WILMETTE RD 404 PALATINE, IL. 60074-6479
405	02241050211092	950 E WILMETTE RD 405 PALATINE, IL. 60074-6479
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407	02241050211094	950 E WILMETTE RD 407 PALATINE, IL. 60074-6479
408	02241050211095	950 E WILMETTE RD 408 PALATINE, IL. 60074-6479
409	02241050211096	950 E WILMETTE RD 409 PALATINE, IL. 60074-6479
410	02241050211097	950 E WILMETTE RD 410 PALATINE, IL. 60074-6479
411	02241050211098	950 E WILMETTE RD 411 PALATINE, IL. 60074-6479
412	02241050211099	950 E WILMETTE RD 412 PALATINE, IL. 60074-6479
414	02241050211100	950 E WILMETTE RD 414 PALATINE, IL. 60074-6479
415	02241050211101	950 E WILMETTE RD 415 PALATINE, IL. 60074-6812
416	02241050211102	950 E WILMETTE RD 416 PALATINE, IL. 60074-6479
417	02241050211103	950 E WILMETTE RD 417 PALATINE, IL. 60074-6479
418	02241050211104	950 E WILMETTE RD 418 PALATINE, IL. 60074-6479
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420	02241050211106	950 E WILMETTE RD 420 PALATINE, IL. 60074-6479
421	02241050211107	950 E WILMETTE RD 421 PALATINE, IL. 60074-6479
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423	02241050211109	950 E WILMETTE RD 423 PALATINE, IL. 60074-6479
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427	02241050211113	950 E WILMETTE RD 427 PALATINE, IL. 60074-6852
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430	02241050211116	950 E WILMETTE RD 430 PALATINE, IL. 60074-6812

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PLAT OF SURVEY
GREMLEY & BIEDERMANN INC.



ALL ELEVATIONS SHOWN HEREIN ARE REFERRED TO
ELEVATION DATUM AS DESCRIBED ON PAGE ONE OF THIS
PLAT.

ALL DIMENSIONS SHOWN HEREIN ARE MEASURED
TO THE CENTER OF THE CURVED WALL AND NOT TO THE
OUTER SURFACE THEREOF.

ALL DIMENSIONS SHOWN HEREIN ARE MEASURED TO
THE CENTER OF THE CURVED WALL AND NOT TO THE
OUTER SURFACE THEREOF.

ALL DIMENSIONS SHOWN HEREIN ARE
MEASURED TO THE CENTER OF THE CURVED WALL
AND NOT TO THE OUTER SURFACE THEREOF.

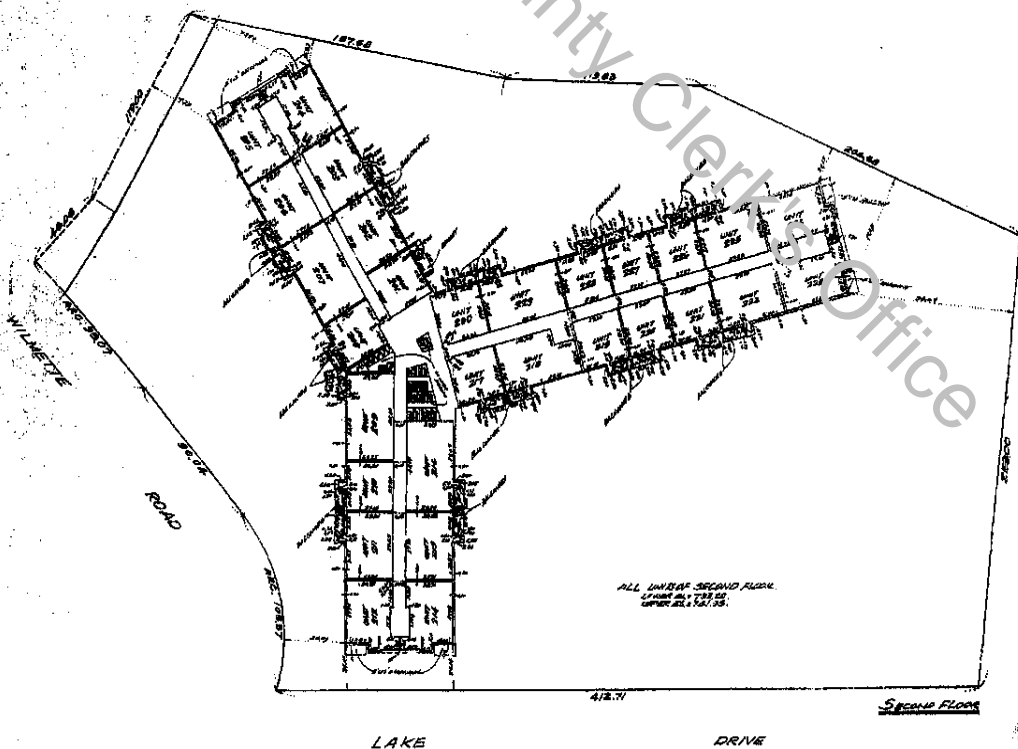


EXHIBIT 'C'
PAGE 2 of 3

Order No. **81562**
Scale Factor: **30**
Date: **06/18/2011**
Drawn by: **CENTURY HOMES**

CERTIFIED AND NUMBERED IN 1811 AND IN 1812, THE
RECORDING OFFICE HAS RECEIVED THE ORIGINAL
PLAT OF SURVEY FOR THE ABOVE PROPERTY AND THE
PLAT HAS BEEN RECORDED IN THE PUBLIC RECORDS
OF THE COUNTY OF COOK, ILLINOIS, IN THE
YEAR 1811 AND 1812.

State of Illinois)
County of Cook)

WE, GREMLEY & BIEDERMANN, INC. hereby certify that we
have surveyed the above described property and that the plat
thereof is a correct and true representation of the same and
that it is a true and correct representation of the same.



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EXHIBIT C TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP OF WILLOW CREEK NO. 7, A CONDOMINIUM

Unit #	Percentage of	Parking	Unit #	Percentage of	Parking
Storage Locker Ownership	Space	Storage Locker Ownership	Space		
101	.6488	103	301	.7258	34
102	.8683	25	302	.9112	23
103	.8683	24	303	.9112	22
104	.9326	13	304	.9753	53
105	.9326	14	305	.9753	54
106	.8683	4	306	.9112	21
107	1.0252	11	307	1.0680	85
108	.6488	104	308	.7258	33
109	.8042	105	309	1.0680	84
110	.6488	106	310	.7258	32
111	.8683	5	311	.9112	19
112	.9326	15	312	.9753	79
114	.9326	16	314	.9753	78
115	.8683	6	315	.9112	20
116	1.0252	19	316	1.0680	83
117	.6488	107	317	.7258	36
118	.9103	9	318	.9825	82
119	.6488	108	319	.7258	31
120	.6488	109	320	.7258	30
121	.6488	110	321	.7258	29
122	.8683	8	322	.9112	77
123	.9326	17	323	.9896	81
124	.9326	18	324	.9896	80
125	.8683	7	325	.9112	76
126	.6488	111	326	.7258	26
127	.6488	112	327	.7258	62
128	.6488	113	328	.7258	28
129	1.0252	12	329	1.0680	86
130	.6488	114	330	.7258	72
201	.7115	35	401	.7401	70
202	.8969	47	402	.9254	57
203	.8969	45	403	.9254	47
204	.9611	51	404	.9896	55
205	.9611	52	405	.9896	56
206	.8969	46	406	.9254	99
207	1.0538	60	407	1.0823	89
208	.6688	115	408	.7401	71
209	1.0538	61	409	1.0823	90
210	.7115	37	410	.7401	75
211	.8969	50	411	.9254	98
212	.9611	66	412	.9896	56
213	.9611	67	413	.9896	58
214	.8969	49	414	.9254	97
215	.8969	49	415	.9254	97
216	1.0538	27	416	1.0823	91
217	.6688	116	417	.7401	74
218	.9682	73	418	.9867	92
219	.7115	38	419	.7401	100
220	.7115	39	420	.7401	101
221	.7115	40	421	.7401	102
222	.8969	56	422	.9254	95
223	.9753	64	423	1.0038	88
224	.9753	65	424	1.0038	94
225	.8969	60	425	.9254	96
226	.7115	43	426	.7401	3
227	.7115	42	427	.7401	2
228	.7115	41	428	.7401	1
229	1.0538	59	429	1.0823	93
230	.7115	42	430	.7401	44

Total

100.0000

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EXHIBIT D TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP OF WILLOW CREEK NO. 7, A CONDOMINIUM

BY-LAWS FOR WILLOW CREEK NO. 7, A CONDOMINIUM

ARTICLE I

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board of Managers. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Illinois Condominium Property Act, as are now or may hereafter be granted by the Illinois General Not For Profit Corporation Act of 1986. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with applicable law that may be appropriate to promote and attain the purposes set forth in the Condominium Property Act or the Condominium Instruments. All capitalized terms used but not defined herein that are defined in the Amended and Restated Declaration of Condominium Ownership for Willow Creek No. 7, A Condominium (sometimes herein referred to as the "Amended and Restated Declaration" or the "Declaration") shall have the same meaning as ascribed to such terms in said document.

ARTICLE II

Registered Agent and Office

The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office. The Association may have other offices within the State of Illinois as the Board may from time to time determine.

ARTICLE III

Members

Section 1. *Classes of Members, Membership and Termination of Membership.* The Association shall have one class of members. Each Unit Owner shall be a member of the Association, which membership shall terminate on the sale or other disposition of a member's Unit, at which time the new Unit Owner automatically shall become a member of the Association. Such termination shall not relieve or release any former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies that the Association or others may have against a former Unit Owner arising from or in any way connected with such ownership and membership and the covenants and obligations incident to membership. Membership in the Association is not transferable or assignable, except as provided herein.

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Section 2. *Votes and Voting Rights.*

- a. The total number of votes of all Unit Owners shall be one hundred (100). Each Unit Owner shall be entitled to the number of votes equal to his or her percentage of ownership interest in the Common Elements (as defined in the Declaration).
- b. If a Unit is owned by more than one Person, the voting rights with respect to such Unit shall not be divided but shall be exercised as if the Unit Owner consisted of only one Person in accordance with the proxy or other designation made by the Persons constituting such Unit Owner. If only one of the Persons constituting such Unit Owner is present, he or she shall be entitled to cast the votes allocated to the Unit. If more than one of the Persons constituting such Unit Owner is present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of such Persons. Agreement by a majority in interest of such Persons shall be deemed to exist if any of the Persons casts the votes allocated to such Unit without protest being made promptly to the individual presiding over the meeting by any other Persons constituting the Unit Owner.
- c. Any specified percentage of the Unit Owners, whether a Majority or otherwise, for the purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the condominium as provided in the Declaration. When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes as provided herein, any percentage vote of the Unit Owners specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable. To the extent applicable, for purposes of this Section 2(c), when making a determination of whether thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, a Unit shall not include a garage unit or a storage unit.

Section 3. *Installment Contracts.* Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit pursuant to an installment contract shall, during such times as he or she resides in the Unit, be counted toward a quorum for the purpose of election of members of the Board at any meeting of the Unit Owners called for the purpose of electing members of the Board and have the right to vote for the election of members of the Board and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights. In no event may both the seller and purchaser be counted toward a quorum, be permitted to vote, or be elected to serve on the Board. Satisfactory evidence of the existence and terms of the installment contract as they relate to the subject matter of this Section shall be made available to the Association or its agents. "Installment Contract" shall have the same

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meaning as set forth in Section 1(e) of the Illinois Dwelling Unit Installment Contract Act, as amended from time to time.

ARTICLE IV

Meetings of Unit Owners

Section 1. *Annual Meeting.*

- a. An annual meeting of the Unit Owners for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the first Monday in November each year at 8:00 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by the meeting notice. If the election of members of the Board shall not be held when designated herein for any annual meeting or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Unit Owners called as soon thereafter as it conveniently may be held.
- b. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated and the Board does not express a preference in favor of any candidate.

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

Section 3. *Place and Time of Meetings.* All meetings of the Unit Owners shall take place on the Property in Palatine, Illinois, or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. All special meetings of the Unit Owners shall take place at 7:30 p.m. or at such other reasonable time designated by the Board.

Section 4. *Notice of Meetings.* Written or printed notice stating the purpose, place,

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day and hour of any meeting of the Unit Owners shall be mailed or delivered to each Unit Owner not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the Board. The notice of a meeting shall be deemed mailed or delivered when deposited in the United States mail addressed to the Unit Owner at his or her address as it appears in the records of the Association, with proper postage thereon prepaid, or upon personal delivery to such address.

Section 5. *Quorum.* The Unit Owners present at a meeting in person or by proxy holding twenty percent (20%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting. A quorum shall be deemed present throughout any meeting if the Unit Owners holding twenty percent (20%) of the votes that may be cast are present in person or by proxy at the time during which the meeting is called to order.

Section 6. *Proxies.* At any meeting of the Unit Owners, a Unit Owner entitled to vote may vote either in person or by proxy, executed in writing by the Unit Owner or by his or her duly authorized attorney in fact. All proxies must bear the date of execution. No proxy shall be valid after eleven (11) months from the date of its execution. Any proxy distributed by the Board for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owners the opportunity to express a preference for any of the known candidates for the Board or to write in a name. Proxies shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of the Unit Owner or by written notice to the Board by the Unit Owner.

Section 7. *Manner of Acting.* Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the Unit Owners at which a quorum is present shall be on the affirmative vote of more than fifty percent (50%) of the Unit Owners represented at such meeting. The following matters shall require the affirmative vote of two-thirds (2/3) or more of all the Unit Owners at a meeting duly called for that purpose:

- a. Merger or consolidation of the Association;
- b. 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
- c. The purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE V

Board of Managers

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

Section 2. *Number, Tenure and Qualifications.* There shall be nine (9) members of the Board. Each elected member of the Board shall serve for a term of two (2) years and until his or her successor shall have been elected and qualified. Members of the

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Board shall be elected solely by, from and among the Unit Owners. All members of the Board shall be elected at large. The terms of at least one-third (1/3) of the members of the Board shall expire annually. Each member of the Board shall hold office without compensation, unless expressly allowed by the Board at the direction of the Unit Owners representing not less than two-thirds (2/3) of the total ownership of the Common Elements. Notwithstanding the foregoing, upon the presentation of receipts or other appropriate documentation, a Board member shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of his or her performance of his or her duties as a Board member. In the event that a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust or manager of such other legal entity may be eligible to serve as a member of the Board. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself or herself in office.

Section 3. *Election.*

- a. At each annual meeting of the Unit Owners, the Unit Owners shall be entitled to elect Board members, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The election as between candidates receiving the same number of votes shall be determined by lot. All elections of Board members shall be made by written ballot. Each Unit Owner shall be entitled to cast his or her vote on a non-cumulative voting basis. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election.
- b. Upon adoption of appropriate rules and regulations by the Board, the election may be conducted by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot.

Section 4. *Regular Meetings.* A regular annual meeting of the Board shall be held immediately after and at the same place as the annual meeting of Unit Owners. By resolutions adopted by the Board from time to time, the Board shall provide the time and place (on the Property or at such other place within the Village) for the holding of additional regular meetings of the Board. The Board shall meet at least four (4) times per year.

Section 5. *Special Meetings.* Special meetings of the Board may be called by the President or by twenty-five percent (25%) of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place (on the Property or at such other place within the Village) for holding any special meeting of the Board called by them.

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Section 6. *Notice of Board Meetings.* Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Board not calling the meeting at least forty-eight (48) hours before the date of such special meeting unless a written waiver of such notice is signed by the person or persons entitled to such notice. All such notices shall be deemed to be mailed or delivered when deposited in the United States mail addressed to each member at his or her address as it appears in the records of the Association, with proper postage thereon prepaid, or when personally delivered to the Board member's Unit or other designated address on record with the Association. The business to be transacted at or the purpose of any special meeting of the Board shall be specified in the notice. Upon adoption of a resolution setting forth the dates, times and places of regular meetings of the Board, notices of regular meetings of the Board need not be served on members of the Board. Notwithstanding the foregoing, copies of notices of all regular or special meetings of the Board shall be posted in entranceways, elevators or other conspicuous places on the Property designated by the Board at least forty-eight (48) hours before the meeting, except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more places in the proximity of these Units where the notices of meetings shall be posted.

Section 7. *Quorum.* A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

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

Section 9. *Vacancies.*

- a. Any vacancy occurring on the Board by reason of death, removal or resignation of a member of the Board may be filled by the two-thirds (2/3) vote of the remaining members of the Board. If a Board member ceases to be a Unit Owner, he or she shall be deemed to have resigned as of the date of such cessation. A Unit Owner elected by the Board to fill a vacancy shall serve until the next annual meeting of the Unit Owners, provided that if a petition is filed with the Board signed by the 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 unexpired term of office of his predecessor, the term of the member of the Board so elected by the Board shall terminate thirty (30) days after the filing of the petition and a meeting of the Unit Owners for the purpose of filling such vacancy for such unexpired term shall be called no later than thirty (30) days following the filing of such petition.
- b. Members of the Board may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt. If, as a result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of the Unit Owners may be called to fill all vacancies for the unexpired terms of the members of the Board.

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Section 10. *Removal.* Any member of the Board may be removed, with or without cause, from office by the affirmative vote of the Unit Owners representing two-thirds (2/3) of the total vote of the Association at special meeting of the Unit Owners called for such purpose.

Section 11. *Adoption of Rules and Regulations.* All rules and regulations or amendments thereto shall be adopted by the Board 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, which rules and regulations shall conform to the requirements of the Act, the Declaration and these By-Laws. No quorum is required at such meeting of the Unit Owners. 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, including, but not limited to, the free exercise of religion. No rules or regulations shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit.

Section 12. *Open Meetings.* All meetings of the Board, whether regular or special, shall be open to the Unit Owners, except for meetings or portions of meetings held:

- a. To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or when the Board finds that such an action is probable or imminent;
- b. To consider information regarding appointment, employment or dismissal of an employee; or
- c. To discuss violations of the Association's rules and regulations or a Unit Owner's unpaid share of Common Expenses.

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

Section 13. *Contracts.* The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a Board member's immediate family has a twenty-five percent (25%) or more interest unless notice of intent to enter into the contract is given to the 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 the purposes of this Section, a Board member's immediate family means the Board member's spouse, parents and children.

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ARTICLE VI

Officers

Section 1. *Officers.* The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board shall see fit to elect.

Section 2. *Election and Term of Office.* The officers of the Association shall be elected annually by the Board at its first regular meeting held after the annual meeting of the Unit Owners from among the members of the Board and shall hold office at the discretion of the Board. If the election of officers shall not be held at such first regular Board meeting, the election shall be held as soon thereafter as conveniently may be possible. Vacancies in any officer position may be filled and new offices may be created and filled or eliminated at any meeting of the Board. Each officer shall hold office until the first regular Board meeting held after the next succeeding annual meeting of the Unit Owners and until his or her successor shall have been duly elected and qualified. An officer may hold two (2) or more positions and may succeed himself or herself in office. Officers shall serve without compensation.

Section 3. *Removal.* Any officer elected by the Board may be removed, with or without cause, by a majority vote of the Board.

Section 4. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term of the officer no longer serving.

Section 5. *President.* The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Unit Owners and of the Board. The President may sign, together with the Secretary or any other proper officer of the Association authorized by the Board, any contracts or other instruments the Board has authorized to be executed and any amendment to the Declaration, these By-Laws or the Plat as provided for in the Act and in the Condominium Instruments, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

Section 6. *Vice President.* The Vice President shall perform all the duties of the President in the absence of the President and such other acts as the President or the Board may deem necessary or expedient.

Section 7. *Secretary.* The Secretary shall keep the minutes of the meetings of the Unit Owners and of the Board, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, mail and receive all notices on behalf of the Association, together with the President, execute on behalf of the Association documents as required or permitted by the Declaration, these By-Laws or the Act, be custodian of the records and corporate seal of the Association and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

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Section 8. *Treasurer.* The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association and for keeping full and accurate accounts of all receipts and disbursements in the Association's books of account kept for such purpose, receive and give receipts for money due and payable to the Association from any source whatsoever, deposit all such money in the name of the Association in those banks, trust companies or other depositories as shall be selected in accordance with the provisions of these By-Laws and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board.

Section 9. *Additional Officers.* The Board shall elect such additional officers as the Board shall see fit to elect from its members of the Board.

ARTICLE VII

Powers and Duties of the Association and Board

Section 1. *General Powers and Duties of the Board.* The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act, the Illinois General Not For Profit Corporation Act of 1986 and the Condominium Instruments, all as amended from time to time, including but not limited to, the following:

- a. Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements to the extent the operation, care, upkeep, maintenance, replacement and improvement of Limited Common Elements is not imposed on Unit Owners under the Condominium Instruments.
- b. Preparation, adoption and distribution of the Annual Budget for the Property.
- c. Levying and expending of assessments.
- d. Collection of assessments from Unit Owners.
- e. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- f. Obtaining adequate and appropriate kinds of insurance and requiring the Unit Owners to obtain insurance covering their personal liability and other coverage as provided by the Condominium Instruments or by law.
- g. Owning, conveying, encumbering, leasing and otherwise dealing with Units and land conveyed to or purchased by the Association.
- h. Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.
- i. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- j. Having access to each Unit and its appurtenant Limited Common Elements from time to time as may be necessary for the maintenance, repair or

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replacement of any Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units. Except in cases of emergency, the Board shall provide reasonable notice before entering any Unit. Such entry shall be made with as little inconvenience to the Unit Owners as practicable.

- k. Borrowing money at such rates of interest as it may determine, issuing its notes, bonds and other obligations to evidence such borrowing and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided, however, that in no event shall the Board enter into a mortgage or encumbrance to be Recorded as a lien on the Common Elements.
- l. Paying real estate 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 that are authorized by law to be assessed and levied on the real property of the condominium (other than assessments on Units not owned by the Association).
- m. Imposing charges for late payments of a Unit Owner's proportionate share of the Common Expense or any other expenses lawfully agreed on and, after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, these By-Laws or the rules and regulations of the Association.
- n. Assigning the Association's rights to future income from assessments or other sources and to mortgage or pledge all or substantially all of the remaining assets of the Association, by a majority vote of the entire Board.
- o. Recording the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility, when authorized by the Unit Owners pursuant to the Declaration and the Act.
- p. Recording the granting of an easement for the laying of cable television cable when authorized pursuant to the Declaration and the Act and, if available and determined by the Board to be in the best interests of the Association, obtaining cable television service for all of the Units on a bulk identical service and equal cost per Unit basis and assessing and recovering the expense as a Common Expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit basis.
- q. Recording the grant of an easement for construction, maintenance or repair of a project for protection against water damage or erosion when authorized pursuant to the Declaration and the Act.
- r. Making reasonable accommodations for the needs of handicapped Unit Owners, as required by the Federal Fair Housing Act Amendments of 1988, the Illinois Human Rights Act and other applicable statutes and ordinances, in the exercise of the Board's powers with respect to the use of the Common Elements or approval of modifications in an individual Unit.

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- s. Accepting service of a notice of claim for purposes of the Illinois Mechanics Lien Act on behalf of each Unit Owner with respect to improvements performed pursuant to any contract entered into by the Board pursuant to the Act and distributing the notice to the Unit Owners within seven (7) days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.
- t. Establishing and maintaining a system of master metering of public utility services and collecting payments in connection therewith, subject to the requirements of the Illinois Tenant Utility Payment Disclosure Act.
- u. Creating and appointing persons to a commission which may or may not have Board members as members thereof, which commission may not act on behalf of the Association or bind it to any action but may make recommendations to the Board. Members of each such commission or similar body shall be Unit Owners and may be removed by the Board whenever in the Board's judgment and sole discretion the best interests of the Association shall be served by such removal.
- v. Any powers and duties which are specifically required by the Act from time to time, including, without limitation, those powers and duties set forth in Sections 18 and 19.4 of the Act.

Section 2. *Specific Powers and Duties.* Anything herein contained to the contrary notwithstanding, the Association shall have the following powers:

- a. To engage the services of a property manager, community manager or managing agent, who may be any person, firm, corporation or other entity, on such terms and compensation and for such duration as the Board deems reasonable.
- b. To engage the services of any persons (including, but not limited to, engineers, architects, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board, in the administration, operation, repair, maintenance and management of the Property or in connection with any duty, responsibility or right of the Association, and to remove any such personnel at any time.
- c. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.
- d. To invest any funds of the Association in certificates of deposit, money market funds or comparable investments.
- e. To contract with any association formed under the Master Declaration and/or the owner or owners of all the other residential buildings in the San Tropai development for the maintenance of all the land and improvements in said development to the extent deemed advisable by the Board.
- f. To enforce the rights and duties of the Unit Owners under the Master

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Declaration.

Section 3. *Fiduciary Duty.* In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Unit Owners.

Section 4. *Business Activities.* Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them. The granting of licenses, leases or concessions or imposition of user charges shall not be considered conducting an active business for profit.

Section 5. *Authorized Expenditures.* The Association shall acquire and make arrangements for and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

- a. Water, waste removal, heating, electricity, telephone or other necessary utility services for the Common Elements and such services to the Units as are not separately metered or charged to the Unit Owners.
- b. Such insurance as the Association is required or permitted to obtain as provided in the Declaration.
- c. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, paving, resurfacing, repairing and replacing portions of or for the Common Elements and such furnishings and equipment for the Common Elements as and to the extent the Association in the Board's sole discretion shall determine is necessary and proper. The Association shall have the exclusive right and duty to acquire the same for the Common Elements. The Association may, at its option, charge expenses relative to the maintenance, repair and replacement of the Limited Common Elements to the Unit Owner or Unit Owners to whom the exclusive use of the Limited Common Elements is assigned as shall be determined by the Board.
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments that the Association in the Board's sole discretion deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.
- e. Any amount necessary to discharge any mechanics lien or other encumbrance levied against the Property or any part thereof, that may in the opinion of the Association constitute a lien against the Property or against the Common Elements rather than merely against the interest therein of particular Unit Owners. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens shall be separately assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in the Act with respect to liens for failure to pay a share of the Common Expenses and/or otherwise collected in the same manner as any unpaid assessments or other unpaid Common Expenses.

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- f. Maintenance and repair of any Unit or any other portion of the Property that a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the sole discretion of the Association, to protect the Common Elements or any other portion of the Property, provided that the Association shall levy a charge against such Unit Owner for the cost of the maintenance or repair and the amount of such charge shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in the Act with respect to liens for failure to pay a share of the Common Expenses and/or otherwise collected in the same manner as any unpaid assessments or other unpaid Common Expenses.
- g. Maintenance and repairs (including, without limitation, payment of real estate taxes, insurance premiums and Common Expenses) with respect to any Unit owned by the Association.
- h. If, due to the act, omission or neglect of a Unit Owner, Occupant or a Unit Owner's or Occupant's guests, family members, invitees, licensees or pets, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be a Common Expense, the levy against such Unit Owner of a charge for such damage and such maintenance, repairs and replacements as may be determined by the Board, and the amount of such charge shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in the Act with respect to liens for failure to pay a share of the Common Expenses and/or otherwise collected in the same manner as any unpaid assessments or other unpaid Common Expenses.
- i.
 - (i) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements and any other expenses, charges or costs that the Association may incur or expend pursuant hereto shall be approved by the Board.
 - (ii) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted Annual Budget shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners.
 - (iii) As used herein, the terms "repairing, replacing and restoring" means to repair, replace or restore deteriorated or damaged portions of the then-existing decorating, facilities, structural or mechanical components, interior or exterior surfaces or energy systems and equipment to their functional equivalent prior to the deterioration or damage.
 - (iv) The repair, replacement or restoration of a Common Element may result in an improvement over the original quality of such Common Element or facilities. Unless the improvement is mandated by law or is an emergency as defined in Subsection 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the Annual

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Budget, the Board, upon written petition by the Unit Owners representing twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board's action to approve such expenditure, shall call a meeting of Unit Owners within thirty (30) days of the date of delivery of such petition to consider the expenditure. Unless a Majority of the total votes of the Unit Owners are cast at this meeting to reject the expenditure, the Board's decision to make the expenditure is ratified.

Section 8. *Reserves.*

- a. The Association shall build up and maintain reasonable Reserves for operations, contingencies and replacements. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year may be charged first against such Reserves. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserves for any specific replacement or contingency on such conditions as the Board deems appropriate.
- b. The Annual Budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing.
- c. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this Section by a vote of not less than two-thirds (2/3) of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this Section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act, and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than two-thirds (2/3) of the total votes of the Association elect to again be governed by the Reserve requirements of this Section.

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Section 9. *Default in Payment.*

- a. If a Unit Owner is in default in the monthly payment of the aforesaid assessments or other charges imposed pursuant to the Declaration, these By-Laws, the Association's rules and regulations and resolutions and/or applicable law for thirty (30) days or more, the Unit Owner's account shall be deemed delinquent, and the Association may, without limitation to any other available remedies, (i) bring an action against the Unit Owner personally obligated to pay the same; (ii) enforce and foreclose any lien which it has or which may exist for its benefit; and/or (iii) file an action to terminate the Unit Owner's right of possession pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure. The Association, in the Board's sole discretion, may charge late fees for the late payment of assessments or other charges. Any and all costs and expenses incurred by the Association in connection with or attributable to a Unit Owner's delinquency, including, without limitation, court costs, recording fees, attorneys' fees, title company charges, management company charges, and other costs of labor and materials (regardless of whether litigation is initiated by any party) shall be added to the amount due and shall be included in any judgment against the Unit Owner. Without limiting the foregoing, fees charged by the Association's property manager or managing agent pertaining to the collection of a Unit Owner's financial obligations to the Association (including, without limitation, collection account "turnover fees," eviction fees and court appearance fees) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses and shall constitute a lien on the interest of such Unit Owner in the Property.
- b. No Unit Owner may assign, delegate, transfer, surrender, waive or avoid the duties, responsibilities and liabilities of a Unit Owner under the Act, the Declaration, the By-Laws and the articles of incorporation, rules and regulations and resolutions of the Association, including, but not limited to, the liability for the assessments provided for herein, by nonuse of the Common Elements or abandonment of his or her Unit or in any other manner. Any such attempted assignment, delegation, transfer, surrender or avoidance shall be deemed void.

Section 10. *Books of Account and Statement of Account.* The Association shall keep full and correct books of account. Upon ten (10) days' notice to the Association through the Board or the managing agent (as established by the Board) and the payment of any reasonable fee that may be fixed by the Association, a Unit Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

ARTICLE VIII

Contracts, Checks, Deposits and Funds

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

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the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President of the Association and attested to by the Secretary of the Association.

Section 2. *Checks, Drafts and Other Instruments.* All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, employee or employees or 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 other direction, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

Section 3. *Deposits.* 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 may select.

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

ARTICLE IX

Books and Records

Section 1. *Maintaining Books and Records.* The Board shall keep and maintain the following records, or true and correct copies of these records, at the Association's principal office:

- a. The Declaration, By-Laws and Filings and any amendments thereto, any rules and regulations adopted by the Board, the articles of incorporation of the Association and all amendments thereto;
- b. Minutes of all meetings of the Association and the Board, for the immediately preceding seven (7) years;
- c. All current policies of insurance of the Association;
- d. All contracts, leases and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- e. A current listing of the names, addresses and weighted vote of all Unit Owners entitled to vote;
- f. Ballots and proxies related thereto for all matters voted on by the Unit Owners during the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board, provided, however, that in the event the Board adopts rules and regulations for secret ballot election as provided in the Act and these By-Laws, then, unless directed by court order, only the voting ballot excluding the Unit number shall be subject to inspection and copying;

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- g. The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to, itemized and detailed records of all receipts and expenditures; and
- h. Such other records of the Association as are available for inspection and examination by Unit Owners pursuant to Section 19. of the Act.

Section 2. *Availability for Examination.* Any Unit Owner in person or by agent and at any reasonable time or times at the Association's principal office shall have the right to inspect, examine and make copies of the records described in Article IX, Section 1, above, upon having first submitted a written request to the Board or its authorized agent stating with particularity the records sought to be examined. Notwithstanding the foregoing, the written request to inspect, examine and make copies of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein must include a proper purpose for the request. Failure of the Board to make available all records so requested within thirty (30) days of receipt of the Unit Owner's written request shall be deemed a denial. Any Unit Owner who prevails in an enforcement action to compel examination of records described in Article IX Subsections 1(a), 1(b) and 1(c) herein shall be entitled to recover reasonable attorneys' fees and costs from the Association. In an action to compel examination of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein shall be entitled to recover reasonable attorneys' fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

Section 3. *Costs.* The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Article shall be charged by the Association to the requesting Unit Owner. If a Unit Owner requests copies of records requested under this Article, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting Unit Owner.

Section 4. *Confidential Documents.* Notwithstanding anything to the contrary stated in the provisions of this Article, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination or copying by the Unit Owners:

- a. Documents relating to appointment, employment, discipline, or dismissal of Association employees;
- b. Documents relating to actions pending against or on behalf of the Association or the Board in a court or administrative tribunal;
- c. Documents relating to actions threatened against, or likely to be asserted on behalf of the Association or the Board in a court or administrative tribunal;
- d. Documents relating to Common Expenses or other charges owed by a Unit Owner other than the requesting Unit Owner; and

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- e. Documents provided to the Association in connection with the lease, sale or other transfer of a Unit by a Unit Owner other than the requesting Unit Owner.

ARTICLE X

Fiscal Year

The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE XI

Seal

The Board may provide a corporate seal in the form of a circle and having inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE XII

Waiver of Notice

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

ARTICLE XIII

Liability of Board Members and Officers and Indemnification

The members of the Board of Managers and the officers of the Association shall not be liable to the Association or the Unit Owners for any acts or omissions made in good faith as such members of the Board or officers. The Association shall indemnify and hold harmless each of the Board members and officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Unit Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration. Every Board member and officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Board member or officer of the Association, or any settlement thereof, whether or not he or she is a Board member or officer at the time such expenses are incurred, except in such cases in which the Board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

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ARTICLE XIV

Construction

Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Amended and Restated Declaration. The Amended and Restated Declaration, the articles of incorporation of the Association, these By-Laws and the rules and regulations and resolutions of the Association shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. The terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and the Amended and Restated Declaration, the articles of incorporation and/or these By-Laws, on the other hand. The terms and provisions of the Amended and Restated Declaration shall control in the event of any inconsistency between the Amended and Restated Declaration, on the one hand, and the articles of incorporation and/or these By-Laws, on the other hand. All words and terms used herein that are also used in the Amended and Restated Declaration shall have the same meaning as provided for such words and terms in the Amended and Restated Declaration.

ARTICLE XV

Amendments to By-Laws

The provisions of these By-Laws may be changed, modified or rescinded by a written instrument setting forth such change, modification or rescission approved by the vote of or in writing by the Unit Owners representing not less than two-thirds (2/3) of the total ownership of the Common Elements. Any change, modification or rescission shall be effective upon Recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. No provision in these By-Laws may be changed, modified or rescinded so as to conflict with the provisions of the Amended and Restated Declaration, the Master Declaration or the Act.

UNOFFICIAL COPY

EXHIBIT B
TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP OF
WILLOW CREEK NO. 7, A CONDOMINIUM

PLATS OF SURVEY



Property of Cook County Clerk's Office