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**AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS
AND COVENANTS FOR BAY COLONY CONDOMINIUM OWNERS
ASSOCIATION #1 AND BYLAWS OF BAY COLONY CONDOMINIUM
OWNERS ASSOCIATION #1 (n/k/a/ BAY COLONY PHASE ONE CONDOMINIUM
OWNERS ASSOCIATION), A NOT-FOR-PROFIT CORPORATION**

This document prepared by and after
recording to be returned to:

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DATE 9.20.13

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR BAY COLONY PHASE ONE CONDOMINIUM OWNERS ASSOCIATION AND BYLAWS OF BAY COLONY PHASE ONE CONDOMINIUM OWNERS ASSOCIATION, A NOT-FOR-PROFIT CORPORATION

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**AMENDED AND RESTATED DECLARATION OF
 CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS
 AND COVENANTS FOR BAY COLONY PHASE ONE CONDOMINIUM OWNERS
 ASSOCIATION AND BYLAWS OF BAY COLONY PHASE ONE CONDOMINIUM
 OWNERS ASSOCIATION, A NOT-FOR-PROFIT CORPORATION**

WITNESSETH:

WHEREAS, the Association and its Owners are owners in fee simple of certain real estate in the County of Cook and State of Illinois, described as follows:

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AND THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID 928.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS TOLL HIGHWAY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 355.46 FEET TO AN ANGLE POINT; THENCE CONTINUE SOUTHERLY ALONG SAID EASTERLY LINE 340.29 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID; THENCE EASTERLY ALONG SAID SOUTH LINE 498.10 FEET; THENCE NORTHERLY ALONG A LINE (WHEN EXTENDED WILL INTERSECT AT RIGHT ANGLES WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID, AT A POINT IN SAID NORTH LINE 636.07 FEET WEST OF THE NORTHEAST CORNER THEREOF) 276.57 FEET; THENCE EAST AT RIGHT ANGLES THERETO 828.89 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 271.34 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 458.35 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 AFORESAID; THENCE NORTH ALONG SAID EAST LINE 282.74 FEET; THENCE WEST ALONG A LINE 364.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID, FOR A DISTANCE OF 241.57 FEET; THENCE NORTH AT RIGHT ANGLES THERETO 374.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 AFORESAID; THENCE WESTERLY ALONG SAID NORTH LINE 416.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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WHEREAS, there have been constructed on various separate "Parcels", including the aforesaid Parcel, certain Buildings and said real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind situated or to be situated thereon, and all rights and privileges belonging or in any way pertaining thereto, (hereinafter called the "Property") are owned by all Owners and by all successors in interest of them under that certain type or method of ownership commonly known as "CONDOMINIUM", and to submit the property to the provisions of the "Condominium Property Act" of the State of Illinois, as amended from time to time; and

WHEREAS, the Association has been created to provide for the preservation of the values and the harmonious, beneficial and proper use of the Property, with respect to which a Declaration of Condominium Ownership was recorded in the Office of the Recorder of Deeds of Cook County on July 16, 1973 as Document No. 22400645 ("Original Declaration"); and

WHEREAS, the several Unit Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property, with respect to which the Original Declaration was recorded, shall at times enjoy the benefits of, and shall hold their interests subject to the rights, easements, terms, covenants, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of such property and are established for the purpose of enhancing the value, desirability and attractiveness of such property; and

WHEREAS, there has been constructed a recreation facility which has been leased to the Association for ninety-nine (99) years, a copy of which Lease is attached to the Original Declaration and incorporated herein by reference only.

WHEREAS, no less than two-thirds (2/3) of the Board has approved this Amended and Restated Declaration at a meeting held on September 12th, 2013, pursuant to Section 27(b) of the Illinois Condominium Property Act (as defined below). Further, a copy of this Amended and Restated Declaration has been mailed by certified mail to all lienholders of record; and

WHEREAS, the Board of Directors and the Owners desire to amend the Declaration in order to match the name of the Association as set forth in the Declaration with the corporate name; and

WHEREAS, no less than two-thirds of the Board has approved the change in name for the Association to "Bay Colony Phase One Condominium Association", and therefore, the same shall be the name of the Association; and

NOW, THEREFORE, the Association and its Owners declare as follows:

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ARTICLE I

Definitions

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

1.01 Act: The "Condominium Property Act" of the State of Illinois.

1.02 Association: The Bay Colony phase One Condominium Association, f/n/a The Bay Colony Condominium Owners Association #1, a not-for-profit corporation, and the charter and Bylaws thereof.

1.03 Buildings: The buildings located on the Property containing the Units, as more specifically hereafter described in Article II.

1.04 Bylaws: The Amended and Restated Bylaws of the Bay Colony Phase One Condominium Owners Association, incorporated herein as Article V.

1.05 Common Elements: All portions of the property sometimes called the Commons, except the Units, and including:

- a. the condominium property not included in the units,
- b. tangible personal property required for the maintenance and operation of the common elements, and
- c. other items as stated in the Act.

1.06 Common Expenses: Common Expenses include: (a) expenses of administration and management of the property; (b) expenses of maintenance, operation, insurance and repair or replacement of common elements; (c) expense under recreational facility lease; (d) expenses declared common expenses by the provision of this Declaration or the Bylaws; and (e) any valid charge against the Property as a whole.

1.07 Declaration: This instrument, the Amended and Restated Declaration of Condominium Ownership, as hereinafter provided, and such Declaration as amended from time to time.

1.08 Development (see also Property): All Parcels of real estate for which the Original Declaration of Condominium Ownership was recorded by the Declarant or its assigns.

1.09 Driveways: Space provided for vehicular access to the Parking Areas, as delineated on the Plat.

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1.10 Limited Common Elements: All Common Elements contiguous to and serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either on the Plat or by the Board. Said Limited Common Elements shall include, but shall not be limited to, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, storage lockers, any balconies and patios and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.

1.11 Occupant: Persons or person, other than Owner, residing in a Unit.

1.12 Other Leased Facilities: The Association may acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in land or facilities including but not limited to country clubs, golf courses and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of the Owners. The expenses of rental membership fees, operations, replacements and other undertakings in connection therewith/are hereby declared to be common expenses.

1.13 Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit Ownership. For the purpose of Article VI hereof, unless otherwise specifically provided therein, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation or partner of a partnership holding a legal title to a Unit.

1.14 Parking Areas: Areas within the Common Elements provided for parking of automobiles, as delineated on the Plat.

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

1.16 Plat: A survey of the Parcel showing the same, roads, certain easements, the buildings, parking spaces and other improvements placed thereon entitled "Plat of Survey", is attached to the Original Declaration, as amended from time to time and is made a part hereof by reference only.

1.17 Property: All the land, property and space comprising the various Parcels, all improvements and structures constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit Owners.

1.18 Recreational Facilities: Recreational facilities means and includes the facilities provided under the Recreational Facility Lease and not a part of the Property.

1.19 Recreational Facility Lease: Simultaneously with the adoption of the Original Bylaws, the Association, as lessee, through its original Board of Directors and officers, for the

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recreation, enjoyment, use and other benefit of the Unit Owners, acquired a long term leasehold interest in and to recreational facilities not upon the lands of the condominium. Said lease may not be amended, revised or modified, except by written agreement to that effect by Lessor and Lessee.

Each present and future Unit Owner, his heirs, successors and assigns shall be bound by said recreational facility lease to the same extent and effect as if he had executed said lease for the purpose therein expressed, including but not limited to (a) subjecting all his right, title and interest in his Unit, the condominium and the Association to the lien rights granted the Lessor in Section 9 of said lease and by Section 9 of the Act as a common expense; (b) adopting, ratifying, confirming and consenting to the execution of the lease by the Association, as lessee; (c) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said lease; (d) ratifying, confirming and approving each and every provision of said lease and acknowledging that all of the terms and provisions thereof, including rental reserved, are reasonable; and (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association. The provisions of this lease shall be deemed to be declared a covenant running with the land of the condominium and shall remain as such and be in full force and effect during the term of said lease. Said lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Section 9 thereof entitled "Security" which provides for liens on the leasehold interest of the lessee in the leasehold facilities, on the assets of the Association, and on the condominium property running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it and to become due it and to secure the performance by the lessee of each and every of the lessee's obligations thereunder. The acts of the Board of Directors and officers in acquiring such lease hold by and the same are hereby ratified, confirmed, approved and adopted. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify and adopt and execute said lease and any renewals, revisions, and amendments thereof which the Board of Directors and the Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every Unit Owner for all purposes provided in said recreational facility lease to do and perform each and every act and thing required of Unit Owners in said lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said recreational facility lease. Whenever any of the provisions of said recreational facility lease and this Declaration shall be in conflict, the provisions of said recreational facility lease shall be controlling. The expense of rental, replacement, and other undertaking, as set forth in the recreational facility lease are hereby declared to be a common expense as provided in Section 9 of the Condominium Act. Each Unit Owner shall have the right to use, occupy and enjoy the recreational facilities through the Association, as lessee, subject to all of the provisions of said recreational facility lease, this Declaration, the Bylaws, and such rules and regulations which the Association and/or others with legal authority may from time to time adopt.

1.20 Unit: A portion of the Property within the Buildings including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-

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family dwelling or such other uses permitted by this Declaration, and having lawful access to a public way.

1.21 Unit Ownership: Ownership of a part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

ARTICLE II

Units

2.01. Description and Ownership. All Units in the Buildings located on this Parcel are delineated on the surveys attached to the Original Declaration as Exhibit "A", as amended, and made a part of this Declaration by reference only, and as such are delineated on the survey of:

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AND THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID 928.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS TOLL HIGHWAY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 355.46 FEET TO AN ANGLE POINT; THENCE CONTINUE SOUTHERLY ALONG SAID EASTERLY LINE 340.29 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID; THENCE EASTERLY ALONG SAID SOUTH LINE 498.10 FEET; THENCE NORTHERLY ALONG A LINE (WHEN EXTENDED) WILL INTERSECT AT RIGHT ANGLES WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID, AT A POINT IN SAID NORTH LINE 636.03 FEET WEST OF THE NORTHEAST CORNER THEREOF) 276.57 FEET; THENCE EAST AT RIGHT ANGLES THERETO 828.89 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 271.34 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 458.35 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 AFORESAID; THENCE NORTH ALONG SAID EAST LINE 282.74 FEET; THENCE WEST ALONG A LINE 364.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID, FOR A DISTANCE OF 241.57 FEET; THENCE NORTH AT RIGHT ANGLES THERETO 374.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER

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OF SECTION 15 AFORESAID; THENCE WESTERLY ALONG SAID NORTH LINE 416.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

It is understood that each Unit consists of the spaces enclosed or bound by the horizontal and vertical planes set forth in the delineation thereof on the Plat. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying Unit number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes. Except as provided by the Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

2.02 Certain Structures not Constituting Part of a Unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

ARTICLE III

Common Elements

3.01 Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, parking areas, landscaping, stairways, stoops, entrances and exits, balconies, halls, structural parts of the Building, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets and such component parts of walls, floors and ceilings as are not located within the Units. Common Elements shall also include:

- a. the condominium property not included in the Units;
- b. tangible personal property required for the maintenance and operation of the common elements;
- c. storage areas assigned to each Unit with said assignments to be binding on all the Owners for all times; and
- d. other items as stated in the Act.

3.02 Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements, for all purposes incident to the use and occupancy of his Unit as a place of residence, and for such other incidental uses permitted by this Declaration which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership is expressed by a percentage amount, which shall remain constant and may not be changed without the unanimous approval of all Owners. Each Unit's corresponding percentage of ownership in the Common Elements is set forth in Exhibit B attached hereto.

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3.03 Common Expenses. Each Unit Owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided percentage ownership interest in the common elements bears to the whole of any common expense.

3.04 Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Property and restrictions upon the alteration and improvement thereof shall be as follows:

Common Elements:

a. **By the Association.** The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

b. **Alteration and Improvement.** There shall be no alteration or further improvement of common elements without prior approval, in writing, by the Owners of two-thirds (2/3) of all Units. The costs of such alteration or improvements shall be a common expense and shall be so assessed.

c. **Recreational Facilities.** The Covenants of the Association as lessee under the recreational facility lease with regard to alteration and improvements shall be fulfilled by the Association without requirement of approval of any Owners and shall be a common expense in accordance with Section 9 of the Act. Alteration and improvement of such recreational facilities when not required or provided for under the provisions of said lease shall not be done without the prior written approval by the Owners of three-quarters (3/4) of all Units and cost thereof shall be a common expense.

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

ARTICLE IV

General Provisions as to Units and Common Elements

4.01 Submission of Parcel to "Condominium Property Act". The Parcel described on Page 1 hereof of the Property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

4.02 No Severance of Ownership. No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed,

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mortgage, lease or other instrument purporting to affect the one, without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

4.03 Easements.

a. Encroachments. In the event that, by reason of the construction, settlement or shifting of any of the Buildings, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary for an Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipe, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Buildings shall retain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Owners and if it occurred due to the willful conduct of any Owner.

b. Utility Easements. All public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property.

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

d. Balconies and Stairways. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony adjoining the Unit and the stairways serving the Unit when such Unit adjoins a balcony or is served by stairways; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter such balcony or stairways in any manner contrary to such rules and regulations as may be established by the Board of Directors, as hereinafter provided unless he shall first obtain the written consent of said Board so to do.

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e. Parking Spaces. The Parking Area has been divided into Parking Spaces as delineated on the Plat. The legal description of each said Parking Space shall consist of the identifying number or symbol of such Parking Space as shown the Plat. Wheresoever reference is made to any Parking Space in a legal instrument or otherwise, it may be legally described by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. Each Unit Ownership shall include as a right and easement appurtenant thereto a grant of a perpetual and exclusive easement, hereinafter referred to as the "Parking Easement", consisting of the right to use for parking purposes not less than one Parking Space. The Parking Easement to a specific Parking Space or Spaces shall be determined and allocated to a specific Unit Ownership. Each deed, lease, mortgage or other instrument affecting a Unit Ownership shall not be required to include the Parking Easement to the specific Parking Space or Spaces so allocated and appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a Unit Ownership without also including the Parking Easement to the specific Parking Space or Parking Spaces expressly allocated to said Unit, shall be deemed and taken to include the said Parking Easement to the said Parking Space or Spaces, even though not expressly mentioned or described therein. Any non-delegated Parking Space may be used by any Owner subject only to the reasonable regulations of the Board of Directors. Owners may exchange or lease between themselves the Parking Easement to a specific Parking Space or Spaces appurtenant to their own Unit Ownerships. No person not having an interest in a Unit Ownership shall have any interest in and to a Parking Space or in and to the right to the Parking Easement thereon for any purpose except as a Lessee thereof. The term of any Lease of the Parking Easement to any specific Parking Space shall not exceed one (1) year and shall automatically terminate upon the sale, lease, mortgage or other transfer of the Unit Ownership to which the Parking Easement to said specified Parking Space has been allocated and is appurtenant. No Parking Space shall be used in any manner contrary to such rules and regulations applicable to all Parking Spaces as may be established by the Board of Directors, as hereinafter provided, unless the Owner or Lessee of the Owner shall first obtain the written consent of said Board so to do.

f. Air Conditioning Units. The Owners, their guests and invitees, of Units in each Building, respectively, shall have an exclusive right and easement on, over and across that part of the Common Elements adjoining each Building on which the Air Conditioning Units serving each Building respectively, are located to the exclusion of any other Owners, subject only to the rights of the Board of Directors, their agents, and employees. No Owner shall alter the position of an Air Conditioning Unit, or decorate, fence, enclose, landscape, adorn or otherwise alter said portion of the Common Elements, unless he shall first obtain the written consent of the Board of Directors so to do.

g. Transfer of Limited Common Elements. The use of the Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the condominium instruments and the provisions of this Declaration. Each transfer shall be made by an amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use the Limited Common Elements

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affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Directors. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Directors shall determine such reapportionment. No transfer shall become effective until the amendment has been recorded.

Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

h. Exclusive Ingress and Egress Easements. The Owners, their guests and invitees, of Units in each Building, respectively, shall have an exclusive right and easement on, over and across that part of the Common Elements located in each Building, respectively, subject only to the rights of the Board of Directors, their agents and employees to enter the Building to perform those duties which the Board of Directors is required or permitted to perform.

i. Recreation Facility Owner's Easement. Chicago Title and Trust Co. as Trustee under Trust Agreement dated November 1, 1972 and known as Trust #61500 hereby grants an easement to O'Hare National Bank as trustee under trust agreement dated the 1st day of April, 1968 and known as Trust #506, its successors or assigns, the owner of the Recreation Facility land, legally described in the Recreation Facility lease and its agents and invitees shall have an irrevocable right of entry over, and hereby grants an easement under and upon the common elements of the Property, including but not limited to, ingress and egress and for any other use or purpose consisting with the ownership of the land now and at any time hereafter, even after the expiration or determination of the Recreational Facility lease.

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

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ARTICLE V

Bylaws of Bay Colony Phase One Condominium Owners Association

5.01 Purposes. The purposes of the Association are as stated in its certificate of incorporation. The corporation also has such powers as are now or may hereafter be granted by the General Not-for-Profit Corporation Act of the State of Illinois.

5.02 Offices. The Association shall have and continuously maintain in this State a registered office and a registered agent whose office is identical with such registered office and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

5.03 Members.

a. Classes of Members, Memberships and Termination Thereof. The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Owner shall be a member of this Association and such membership shall terminate upon the sale or other disposition other than a lease of such member's unit, at which time the new Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Owner from any liability or obligation incurred under or in any way connected with any area of the Property or the Commons and Easement, during the period of such ownership and membership in this Association. Furthermore, such termination shall not impair any rights or remedies which the Board of Directors of the Association or others may have against such former Owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the corporation.

b. Votes and Voting Rights. The total number of votes shall be equal to the total number of units. Each Owner shall be entitled to one vote which vote shall equal his percentage ownership interest in the common elements as set forth in Exhibit B. If any Owner consists of more than one person, the voting rights of such Owner shall not be divided but shall be exercised as if the Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Owner. Such person shall be known (and hereinafter referred to as a "Voting Member"). Such Voting Member may be the Owner or one of a group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be an Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such

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Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. If an Owner is a trust, then the voting rights of such Owner may be exercised by a beneficiary; if a corporation or partnership, then the voting rights of said Owner or beneficiary may be exercised by an officer, partner or employee of such Owner or beneficiary. When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of all votes in the Association, any percentage vote of Owners specified herein 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.

c. **Transfer of Membership.** Membership in this Association is not transferable or assignable.

5.04 Meeting of Members.

a. **Annual Meeting.** An annual meeting of the members shall be held on the second Thursday of June in each year for the purpose of electing directors and for the transaction of such other business as may come before the Association. If such day be a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as it conveniently may be. The Association shall furnish any Owner, within three (3) working days of delivery to it of a request therefor, the names, addresses, telephone numbers (if known), and the number of votes of each Owner entitled to vote at a meeting of the voting members to elect members of the Board.

b. **Special Meeting.** Special meetings of the members may be called by the President, by the Board of Directors or by not less than twenty percent (20%) of the members, the notice for which shall specify the matters to be considered at such special meeting.

c. **Place and Time of Meeting.** All meetings of the Owners shall take place at 7:00 P.M., at such location on the Property designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board of Directors.

d. **Notice of Meetings.** Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or other officers or persons calling the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it

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appears on the records of the corporation, with postage thereon prepaid. A copy of such notice of meeting required to be given herein shall be posted in a conspicuous place in the Building at least forty-eight (48) hours prior to the time fixed for such meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Owners at special membership meetings shall be submitted by the Board.

e. Quorum. The members holding twenty percent (20%) of the total votes shall constitute a quorum at such meeting. Voting on matters by such members shall be in conformity with the Illinois General Not-For-Profit Act and the vote of a majority of the Owners present in person or by proxy shall be an act of the members. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time and without further notice. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Unit Owners.

f. Proxies. At any meeting of members, a member is entitled to vote either in person or by proxy. The proxy must be executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution.

5.05 Board of Directors.

a. General Powers. The affairs of the corporation shall be managed by its Board of Directors.

b. Number, Tenure and Qualifications.

(1) The number of directors shall be nine (9) as are elected by the members. The election of the directors shall alternate between four (4) openings one year and five (5) openings the following year. No director shall be elected for a term of more than two (2) years, but directors may succeed themselves.

(2) The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than six (6), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually.

(3) Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having two-thirds (2/3) of the total votes.

(4) Vacancies on the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the meeting at which the vacancy occurs, the next annual meeting or a

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

(5) Only a member of the Association may be a director of the Association. In the event that a member is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a director.

c. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under the Act, Declaration of Condominium Ownership and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such is specifically required. Directors must also comply with all Resolutions regarding Board member conduct, as adopted from time to time. Such powers and duties of the Directors shall include but shall not be limited to the following, subject, however, to the provisions of the Declaration of Condominium Ownership and these Bylaws:

(1) Assess. To make and collect assessments against members to defray the costs and expenses of the Condominium.

(2) Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

(3) Maintain. To maintain, repair, replace and operate the Property.

(4) Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members, as more fully provided herein.

(5) Reconstruct. To reconstruct improvements after casualty and further improve the Property.

(6) Regulate. To adopt such rules and regulations, governing the administration, management, operation and use of the Property and the Common Elements. No rule or regulation may conflict with a provision of the Declaration

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and Bylaws nor with the Act. To adopt or amend such rules and regulations from time to time, the Board shall call a special meeting of the Owners upon not less than ten (10) nor more than thirty (30) days' written notice. The notice of the meeting shall state that the meeting is called for the purpose of discussing the proposed rules and regulations and shall contain the full text of the proposed rules

(7) Management Contract. To contract for management of the Property and to delegate to the Managing Agent all powers and duties of the Association except such as are specifically required by the Declaration of Condominium Ownership or these Bylaws as requiring the approval of the Board of Directors or the membership of the Association.

(8) Interests. To acquire and enter into agreements whereby it acquires leaseholds, memberships, and other possessory or use interests in lands or facilities whether or not contiguous to the lands of the Property intended to provide for the enjoyment, recreation or other use and benefit of the Owners and to declare expenses in connection therewith to be common expenses.

(9) Enforce. To enforce by legal means the provisions of the Act, the Declaration of Condominium Ownership, the Articles of Incorporation, the Bylaws and the regulations for the use of the Property.

(10) Additional Powers.

(a) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements and to delegate any such powers to the Managing Agent (and/or any such employees or other personnel who may be the employees of a Managing Agent);

(b) to appoint committees of the Board and to delegate to such committees the authority to carry out certain duties of the Board;

(c) to estimate the amount of the annual budget and to provide the manner of assessing and collecting from the Owners their respective share of such estimated expenses, as hereinafter provided;

(d) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

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(e) to pay real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Property;

(f) to impose charges for late payments of an Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and the rules and regulations of the Association;

(g) to assign the Association's right to future income, including the right to receive Common Expenses;

(h) Record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Owners under the provisions of the Act; and

(i) Record the granting of an easement for the laying of television cable where applicable pursuant to the provisions of the Act.

(11) Board Powers Requiring Owner Approval. Matters subject to affirmative vote of Owners having two thirds (2/3) or more of the total votes at a meeting duly called for such purpose, shall include, but not be limited to:

(a) merger or consolidation of the Association;

(b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association; and

(c) the purchase or sale of land or of Units on behalf of all Owners.

d. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than these Bylaws, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by regulations which the Board of Directors may, from time to time, adopt, the time and place for the holding of additional regular meetings of the Board without other notice than such regulation.

e. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any three directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

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f. Notice. Notice of any special meeting of the Board of Directors shall be given at least forty-eight (48) hours previously thereto by written notice delivered personally or sent by mail to each director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

g. Open Meetings. All meetings of the Board, whether regularly scheduled or specially called, shall be open to all Owners, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of common expenses. Any vote on the matters listed in clauses (i), (ii) and (iii) above shall be taken at a Board meeting or portion thereof open to any Owner. Any Owner may record the proceedings at meetings required to be open under the Act by audio, video or other means provided, however, that the Board may prescribe reasonable rules and regulations with regard to the Owners' right to make such recordings.

h. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time and without further notice.

i. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or by these Bylaws. The President shall be entitled to vote on any matters before the Board in the same manner as other Directors.

j. Removal of Directors. Any member of the Board of Directors may be removed from office by the affirmative vote of two-thirds (2/3) of all the members at a special meeting called for such purpose.

5.06 Officers. The officers of the corporation shall be a president, a vice president, a treasurer and a secretary and such assistant officers as required by the Board of Directors.

5.07 Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors from among the members of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as it conveniently may be. Vacancies may

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be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successors shall have been duly elected and shall have qualified.

5.08 Removal of Officers. Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

5.09 Vacancies. A vacancy in any office due to death, resignation, removal, disqualification or any other reason may be filled by the Board of Directors for the unexpired portion of the term.

5.10 President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments which the Board of Directors have authorized to be executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

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

5.12 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws, and in general shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board of Directors.

5.13 Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation is duly authorized in accordance with the provisions of these Bylaws; and in general perform all duties incident of the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

5.14 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and to have such authority in general or confined to specific instances.

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5.15 Recreational Facility Lease. Simultaneously with the adoption of the Original Declaration and Bylaws, the Association, as lessee, through its original Board of Directors and officers, for the recreation, enjoyment, use and other benefit of the Unit Owners acquired a long-term leasehold interest in and to recreational facilities not upon the lands of the Condominium. Said Lease may not be amended, revised or modified except in accordance with the provisions relative to amendment set forth in the Declaration unless the Lessor, in writing, shall waive such procedures, in which case said Lease may be amended, revised or modified by the expression thereof executed by the Board of Directors of the Association and by the Lessor with the formality required for deeds and duty filed among the public records of Cook County, Illinois. Each present and future Unit Owner, his heirs; successors and assigns, shall be bound by said recreational facility lease to the same extent and effect as if he had executed said Lease for the purpose therein expressed, including but not limited to (a) subjecting all his right, title and interest in his Unit, the Condominium and the Association to the lien rights granted the Lessor in Section 9 of said Lease; and by Section 9 of the Act as a common expense; (b) adopting, ratifying, confirming and consenting to the execution of the Lease by the Association, as lessee; (c) covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Lease; (d) ratifying, confirming and approving each and every provision of said Lease and acknowledging that all of the terms and provisions thereof, including rental reserved are reasonable; and, (e) agreeing that the persons acting as directors and officers of the Association in the acquisition of such leasehold have not breached any of their duties or obligations to the Association. In addition, each Unit Owner and the Association waive any technical legal defects therein, if any. The provisions of this shall be deemed to be declared a covenant running with the land of the Condominium and shall until the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said Lease whether or not the Condominium in the Declaration created be sooner terminated. Said Recreational Facility Lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted, including but not limited to the provisions of Section 9 thereof entitled "Security", which provides for liens on the leasehold interest of the lessee in the recreational facilities, on the assets of the Association, and on the Condominium property running in favor of the Lessor to secure to the Lessor the payment of all sums and monies due it and to become due it and to secure the performance by the lessee of each and every of the lessee's obligations thereunder. The acts of the Board of Directors and officers in acquiring such leasehold be and the same are hereby ratified, confirmed, approved and adopted. The Association is authorized and empowered to do all things necessary to fully effectuate, ratify and adopt and execute said Lease and any renewals, revisions and amendments thereof which the Board of Directors and the Lessor shall approve. The Association is appointed and shall be the irrevocable agent in fact, with full power of substitution, of each and every Unit Owner for all purposes provided in said recreational facility Lease to do and perform each and every act and thing required of Unit Owners in said Lease and to consent to and execute any and all documents, if necessary, to effectuate any and all of the provisions of said recreational facility Lease. Whenever any of the provisions of any management agreement, recreational facility Lease and these Bylaws shall be in conflict, the provisions of said recreational facility Lease shall be controlling. The expense of rental, replacements, and other undertakings, as set forth in the recreational facility Lease is a common expense as provided in Section 9 of the Condominium Act. Each Unit Owner shall have the right to use, occupy and enjoy the

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recreational facilities through the Association, as lessee, subject to all of the provisions of said recreational facility Lease, the Declaration, these Bylaws, and such rules and regulations which the Association and/or others with legal authority, their heirs, executor and assigns may from time to time adopt.

5.16 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President of the corporation.

5.17 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

5.18 Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

5.19 Insurance. The Board shall maintain the following insurance:

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

b. General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the Ownership, existence, use or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the Managing Agent (if any), and their respective employees and agents and all persons acting as agents. The 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.

c. Fidelity Bond; Directors' and Officers' Coverage.

- (1) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage

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available to protect funds in the custody or control of the Association, plus the Association reserve fund.

- (2) The Board must obtain 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 in their official capacity as Directors and Officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration and Bylaws.

d. Contiguous Units; Improvements and Betterments. The insurance maintained by the Association 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 Owners; but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

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

e. Deductibles. 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 Owners who caused the damage or from whose Units the damage or cause of loss originated; or (iii) require the Owners of the Units affected to pay the deductible amount.

f. Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections (i) and (ii) must include each of the following provisions.

- (1) Each Owner and secured party is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Owner of the Association or members of the Owner's household and against the Association and members of the Board of Directors.

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

g. Primary Insurance. If at the time of a loss under the policy there is other insurance in the name of an Owner covering the same property covered by the policy, the Association's policy shall be the primary insurance.

h. Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy 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 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. 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.

i. Certificates of Insurance. 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 managing agent (if any) as additional insured parties.

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

k. Workmen's Compensation and Other Insurance. The Board shall acquire, as a Common Expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of liability insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the Property, each member of the Board, officer of the Association, member of any committee appointed pursuant to the Bylaws of the Association and any managing agent against liability from good faith actions allegedly beyond the scope of their authority.

l. Waiver. Each Owner hereby waives and releases any and all claims, which he may have against any other Owner, the Association, its officers, members of the Board, the manager and Managing Agent of the Building, 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.

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m. Notice. The Board shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

n. Unit Owner Insurance. Each Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the Limited Common Elements serving his Unit, as well as his additions and improvements thereto, decorating, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event an Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Owners as part of the common expenses, as above provided, said Owner may, at his option and expense, obtain additional insurance.

5.20 Books and Records.

a. The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:

- (1) the Association's Declaration, Bylaws, Plats of survey and all amendments of these;
- (2) the rules and regulations of the Association, if any;
- (3) the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
- (4) minutes of all meetings of the Association and the Board for the immediately preceding seven (7) years;
- (5) all current policies of insurance of the Association;
- (6) all contracts, leases and other agreements then in effect to which the Association is a party or under which the Association or the Owners have obligations or liabilities;
- (7) a current listing of the names, addresses and weighted vote of all members entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board; and

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(9) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

b. Any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (1), (2), (3), (4) and (5) of Section 5.20(a) above, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Directors or its authorized agent, stating with particularity the records sought to be examined.

c. Except as otherwise provided in this Section, any member of an Association shall have the right to inspect, examine and make copies of the records described in subdivisions (6), (7), (8) and (9) of Section 5.20(a) above, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

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

e. Notwithstanding the provisions of this Section 5.20, unless otherwise directed by court order, the following records are not available for inspection, examination or copying by members:

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

(2) documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;

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

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

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

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

5.22 Fiscal Year. The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in the ensuing year.

5.23 Waiver of Notice. Whenever any notice whatever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or Bylaws of the corporation, or the Declaration, a waiver thereof 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.

5.24 Amendment to Bylaws. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted at a regular meeting or any special meeting by the affirmative vote of two-thirds (2/3) of all of the members of the Property.

5.25 Liability and Indemnity. The members of the Board of Directors and officers thereof shall not be liable to the members as members or Owners for any acts or omissions as such members of the Board of Directors or officers. The members shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Owners, unless any such contract shall have been made contrary to the provisions of these Bylaws or the Declaration.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

5.26 Construction.

a. Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these Bylaws and the Declaration, the provisions of the Declaration shall control.

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b. All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

ARTICLE VI

Assessments - Maintenance Fund

6.01 Each year on or before November 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, management fees, recreation Lease expense, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall provide a copy to each Owner in writing as to the amount of such estimate, with reasonable itemization thereof no less than thirty (30) days prior to the meeting concerning the adoption thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements, if any. Said estimated cash requirement shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit F attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before April 1st of each calendar year following the initial meeting, the Board may supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall be prepared by an accountant. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

6.02 The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

6.03 Except as provided in subsection (a) below, if an adopted annual budget or any separate assessment adopted by the Board would result in the sum of all regular and special

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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 Owners with twenty percent (20%) of the votes of the Association, delivered to the Board within fourteen (14) days of the Board action to adopt such regular or separate assessments, shall call a meeting of the Owners within thirty (30) days of the date of delivery of such petition to consider the annual budget or separate assessment. Unless a majority of the total votes of the Owners are cast at such meeting to reject the budget or separate assessment, the budget and such separate assessment shall be deemed ratified.

a. Separate assessments for expenditures relating to emergencies or mandated by law, may be adopted by the Board without being subject to Unit Owner approval or the provisions of Section 6.03 above or 6.03(b) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Owners.

b. Assessments for capital improvements or additions to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board shall be separately assessed and shall be subject to the approval of two-thirds (2/3) of the total votes of all Owners. The Board may adopt separate assessments payable over more than one (1) fiscal year.

c. With respect to multi-year assessments not governed by Sections 6.03(a) and 6.03(b) above, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which such separate assessment is approved.

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

6.05 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements and Recreation Facility Lease, specifying and itemizing the maintenance and repair expenses of the Common Elements and Recreation Facility Lease and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his own account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

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6.06 All funds collected hereunder shall be held and expended for the purposes designated herein (except for such special assessments as may be levied hereunder against less than all the 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 Owners in the percentages set forth in Exhibit B and after all the property is developed as set forth in Exhibit B attached hereto.

6.07 If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board shall have the right to take possession of the Unit, may bring suit for and on behalf of themselves, and as representatives of all Owners, to enforce collection thereof, take possession, or to foreclose the lien therefor, in a court of equity or as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses including all the costs together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided for shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

7.01 Use of Common Elements. The Units and Common Elements shall be occupied and used as follows:

a. No part of the Condominium area shall be used for other than housing and related common purposes for which the property was designed. Each Unit shall be used by ownership or rental as a residence for a single family or other uses permitted by this Declaration and for no other purpose. The parking space portion of each Unit shall be used for automobile parking and such other purposes as may be approved in writing by the Board.

b. 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. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

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c. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings or contents thereof, applicable for residential and personal automobile parking, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

d. Each Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

e. Owners shall not cause or permit anything to be placed on the outside walls of the Building, and no sign, awning, canopy, window air conditioning unit, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

f. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board; provided, they are not kept, bred, or maintained for any commercial purpose. Any pet which is otherwise permitted that causes or creates a nuisance or unreasonable disturbance may be permanently excluded by the Board at a regular or special meeting thereof, so long as the Owner involved had notice of the time and purpose of said Board Meeting. No dog, cat or other allowable pet shall be more than twenty (20) pounds in weight and twenty inches in height. Dogs will not be allowed in the courts but only in the dog runs for all purposes.

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

h. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any of the Buildings or which would structurally change Buildings except as is otherwise provided herein.

i. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

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

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k. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. Any Unit may be leased by the Owner subject to the terms of this Declaration and any amendment thereto.

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

m. The Unit restrictions in paragraphs (a) and (j) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; (c) handling his personal business or professional records or accounts therein; or (d) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (j) of this Article VII.

n. Satellite dishes and similar devices may only be installed on the portions of the property within the Owner's exclusive use or control, and in accordance with the Association's rules and regulations and FCC regulations.

o. Owners are allowed to display American Flags and Military Flags on their Unit or the Common Elements immediately adjacent to their Unit subject to the Rules and Regulations of the Board and in accordance with the Act and Federal law, so long as size of the Flag is no more than 3'x5'. An American Flag shall be defined as a flag made of fabric, cloth or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving material, flora, balloons or any other similar building, landscaping, or decorative component.

A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

p. Until determined by federal or state legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Owner or Resident may make reasonable modification to his Unit or its limited Common Elements, subject to the following:

(1) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.

(2) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.

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(3) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.

(4) All work must be approved by the Board prior to commencing construction.

(5) The Board may require the Owner or Occupant to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.

(6) The Board of Directors shall have the authority to establish a fee for administration and documentation associated with Occupants moving in and out of the premises, including a security deposit for damages to the Common Elements.

ARTICLE VIII

Damage or Destruction and Restoration of Buildings

8.01 Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the Payee of such insurance proceeds in payment therefor.

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

8.03 Repair, Restoration or Reconstruction. Repair, restoration or reconstruction of the improvements as used in this Article means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE IX

Sale of the Property

The Owners by affirmative vote of at least ninety percent (90%) of the total vote, at a meeting duly called for such purpose, may elect to sell the Condominium area as a whole.

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Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit Ownership entitled to notice under Section 2 of Article XI of this Declaration. Such action shall be binding upon all Owners, and it shall thereupon become the duty of every Owner to execute and deliver such instruments and to perform all acts as in the manner and form that may be necessary to effect such sale; provided, however, that any 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 an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser, and the two so selected, shall select a third, and the fair market value, as determined by a majority of the three 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. The proceeds of any such sale shall go to the Owners of Units in the Building(s) sold in the same ratio as their percentage interest in the Common Elements as set forth on Exhibit B as appropriate bears to the total percentage interest in the Common Elements in the Building(s) sold.

ARTICLE X

Remedies for Breach of Covenants, Restrictions and Regulations

The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same upon the Unit Ownership and Units of such defaulting Owner or Owners and upon all of his personal property in his Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

ARTICLE XI

General Provisions

11.01 Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or

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required by this Declaration to be given to the Owner whose Unit Ownership is subject to such mortgage or trust.

11.02 Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or its agent or any Owner, as the case may be, at Cook County, Illinois (indicated thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The beneficiaries of the Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or its agent. Notices addressed as above shall be deemed delivered when mailed by United States mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

11.03 Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

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

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

11.06 The provisions of this 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 Owners having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bonafide liens of record against any Unit Ownership, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act or the recreation lease obligations.

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

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11.08 If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Rahm Emanuel, Mayor of Chicago.

11.09 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium.

11.10 In the event title to any Unit Ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

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Signed and acknowledged this 12th day of September, 20 13.

Abraham Lee

William B. David

Andrew J. ...

...

Patricia Barth

Lorrie L. Kuraszch

Patricia A. ...

...

...

being at least two-thirds of the Board of Directors
of Bay Colony Phase One Condominium Owners
Association

Subscribed and Sworn to before me this
12th day of September, 20 13.



Frances J. McAndrews
Notary Public

My commission expires: 4/1/2017

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EXHIBIT A

Legal Description

THAT PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AND THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15, ALL IN TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID 928.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE ILLINOIS TOLL HIGHWAY; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 355.46 FEET TO AN ANGLE POINT; THENCE CONTINUE SOUTHERLY ALONG SAID EASTERLY LINE 340.29 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID; THENCE EASTERLY ALONG SAID SOUTH LINE 498.10 FEET; THENCE NORTHERLY ALONG A LINE (WHEN EXTENDED WILL INTERSECT AT RIGHT ANGLES WITH THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID, AT A POINT IN SAID NORTH LINE 636.03 FEET WEST OF THE NORTHEAST CORNER THEREOF, 276.57 FEET; THENCE EAST AT RIGHT ANGLES THERETO 828.89 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 271.34 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 AFORESAID; THENCE EAST ALONG SAID SOUTH LINE 458.35 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 AFORESAID; THENCE NORTH ALONG SAID EAST LINE 282.74 FEET; THENCE WEST ALONG A LINE 364.00 FEET SOUTH (MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16 AFORESAID, FOR A DISTANCE OF 241.57 FEET; THENCE NORTH AT RIGHT ANGLES THERETO 374.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 15 AFORESAID; THENCE WESTERLY ALONG SAID NORTH LINE 416.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN	Address	Unit No.
09-16-201-033-1385	9403 Bay Colony Drive, Des Plaines, IL	385
09-16-201-033-1386	9403 Bay Colony Drive, Des Plaines, IL	386
09-16-201-033-1387	9403 Bay Colony Drive, Des Plaines, IL	387
09-16-201-033-1388	9403 Bay Colony Drive, Des Plaines, IL	388
09-16-201-033-1389	9403 Bay Colony Drive, Des Plaines, IL	389
09-16-201-033-1390	9403 Bay Colony Drive, Des Plaines, IL	390
09-16-201-033-1391	9405 Bay Colony Drive, Des Plaines, IL	391
09-16-201-033-1392	9405 Bay Colony Drive, Des Plaines, IL	392
09-16-201-033-1393	9405 Bay Colony Drive, Des Plaines, IL	393
09-16-201-033-1394	9405 Bay Colony Drive, Des Plaines, IL	394
09-16-201-033-1395	9405 Bay Colony Drive, Des Plaines, IL	395
09-16-201-033-1396	9405 Bay Colony Drive, Des Plaines, IL	396

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PIN	Address	Unit No.
09-16-201-033-1398	9407 Bay Colony Drive, Des Plaines, IL	398
09-16-201-033-1399	9407 Bay Colony Drive, Des Plaines, IL	399
09-16-201-033-1400	9407 Bay Colony Drive, Des Plaines, IL	400
09-16-201-033-1401	9407 Bay Colony Drive, Des Plaines, IL	401
09-16-201-033-1402	9407 Bay Colony Drive, Des Plaines, IL	402
09-16-201-033-1403	9409 Bay Colony Drive, Des Plaines, IL	403
09-16-201-033-1404	9409 Bay Colony Drive, Des Plaines, IL	404
09-16-201-033-1405	9409 Bay Colony Drive, Des Plaines, IL	405
09-16-201-033-1406	9409 Bay Colony Drive, Des Plaines, IL	406
09-16-201-033-1407	9409 Bay Colony Drive, Des Plaines, IL	407
09-16-201-033-1408	9409 Bay Colony Drive, Des Plaines, IL	408
09-16-201-033-1409	9411 Bay Colony Drive, Des Plaines, IL	409
09-16-201-033-1410	9411 Bay Colony Drive, Des Plaines, IL	410
09-16-201-033-1411	9411 Bay Colony Drive, Des Plaines, IL	411
09-16-201-033-1412	9411 Bay Colony Drive, Des Plaines, IL	412
09-16-201-033-1413	9411 Bay Colony Drive, Des Plaines, IL	413
09-16-201-033-1414	9411 Bay Colony Drive, Des Plaines, IL	414
09-16-201-033-1415	9413 Bay Colony Drive, Des Plaines, IL	415
09-16-201-033-1416	9413 Bay Colony Drive, Des Plaines, IL	416
09-16-201-033-1417	9413 Bay Colony Drive, Des Plaines, IL	417
09-16-201-033-1418	9413 Bay Colony Drive, Des Plaines, IL	418
09-16-201-033-1419	9413 Bay Colony Drive, Des Plaines, IL	419
09-16-201-033-1420	9413 Bay Colony Drive, Des Plaines, IL	420
09-16-201-033-1421	9415 Bay Colony Drive, Des Plaines, IL	421
09-16-201-033-1422	9415 Bay Colony Drive, Des Plaines, IL	422
09-16-201-033-1423	9415 Bay Colony Drive, Des Plaines, IL	423
09-16-201-033-1424	9415 Bay Colony Drive, Des Plaines, IL	424
09-16-201-033-1425	9415 Bay Colony Drive, Des Plaines, IL	425
09-16-201-033-1426	9415 Bay Colony Drive, Des Plaines, IL	426
09-16-201-033-1427	9417 Bay Colony Drive, Des Plaines, IL	427
09-16-201-033-1428	9417 Bay Colony Drive, Des Plaines, IL	428
09-16-201-033-1429	9417 Bay Colony Drive, Des Plaines, IL	429
09-16-201-033-1430	9417 Bay Colony Drive, Des Plaines, IL	430
09-16-201-033-1431	9417 Bay Colony Drive, Des Plaines, IL	431
09-16-201-033-1432	9417 Bay Colony Drive, Des Plaines, IL	432
09-16-201-033-1433	9419 Bay Colony Drive, Des Plaines, IL	433
09-16-201-033-1434	9419 Bay Colony Drive, Des Plaines, IL	434
09-16-201-033-1435	9419 Bay Colony Drive, Des Plaines, IL	435
09-16-201-033-1436	9419 Bay Colony Drive, Des Plaines, IL	436
09-16-201-033-1437	9419 Bay Colony Drive, Des Plaines, IL	437
09-16-201-033-1438	9419 Bay Colony Drive, Des Plaines, IL	438
09-16-201-033-1439	9421 Bay Colony Drive, Des Plaines, IL	439
09-16-201-033-1440	9421 Bay Colony Drive, Des Plaines, IL	440
09-16-201-033-1441	9421 Bay Colony Drive, Des Plaines, IL	441
09-16-201-033-1442	9421 Bay Colony Drive, Des Plaines, IL	442
09-16-201-033-1443	9421 Bay Colony Drive, Des Plaines, IL	443
09-16-201-033-1444	9421 Bay Colony Drive, Des Plaines, IL	444

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PIN	Address	Unit No.
09-16-201-033-1205	9423 Bay Colony Drive, Des Plaines, IL	325
09-16-201-033-1206	9423 Bay Colony Drive, Des Plaines, IL	326
09-16-201-033-1207	9423 Bay Colony Drive, Des Plaines, IL	327
09-16-201-033-1208	9423 Bay Colony Drive, Des Plaines, IL	328
09-16-201-033-1209	9423 Bay Colony Drive, Des Plaines, IL	329
09-16-201-033-1210	9423 Bay Colony Drive, Des Plaines, IL	330
09-16-201-033-1211	9425 Bay Colony Drive, Des Plaines, IL	331
09-16-201-033-1212	9425 Bay Colony Drive, Des Plaines, IL	332
09-16-201-033-1213	9425 Bay Colony Drive, Des Plaines, IL	333
09-16-201-033-1214	9425 Bay Colony Drive, Des Plaines, IL	334
09-16-201-033-1215	9425 Bay Colony Drive, Des Plaines, IL	335
09-16-201-033-1216	9425 Bay Colony Drive, Des Plaines, IL	336
09-16-201-033-1217	9427 Bay Colony Drive, Des Plaines, IL	337
09-16-201-033-1218	9427 Bay Colony Drive, Des Plaines, IL	338
09-16-201-033-1219	9427 Bay Colony Drive, Des Plaines, IL	339
09-16-201-033-1220	9427 Bay Colony Drive, Des Plaines, IL	340
09-16-201-033-1221	9427 Bay Colony Drive, Des Plaines, IL	341
09-16-201-033-1222	9427 Bay Colony Drive, Des Plaines, IL	342
09-16-201-033-1223	9429 Bay Colony Drive, Des Plaines, IL	343
09-16-201-033-1224	9429 Bay Colony Drive, Des Plaines, IL	344
09-16-201-033-1225	9429 Bay Colony Drive, Des Plaines, IL	345
09-16-201-033-1226	9429 Bay Colony Drive, Des Plaines, IL	346
09-16-201-033-1227	9429 Bay Colony Drive, Des Plaines, IL	347
09-16-201-033-1228	9429 Bay Colony Drive, Des Plaines, IL	348
09-16-201-033-1229	9431 Bay Colony Drive, Des Plaines, IL	349
09-16-201-033-1230	9431 Bay Colony Drive, Des Plaines, IL	350
09-16-201-033-1231	9431 Bay Colony Drive, Des Plaines, IL	351
09-16-201-033-1232	9431 Bay Colony Drive, Des Plaines, IL	352
09-16-201-033-1233	9431 Bay Colony Drive, Des Plaines, IL	353
09-16-201-033-1234	9431 Bay Colony Drive, Des Plaines, IL	354
09-16-201-033-1235	9433 Bay Colony Drive, Des Plaines, IL	355
09-16-201-033-1236	9433 Bay Colony Drive, Des Plaines, IL	356
09-16-201-033-1237	9433 Bay Colony Drive, Des Plaines, IL	357
09-16-201-033-1238	9433 Bay Colony Drive, Des Plaines, IL	358
09-16-201-033-1239	9433 Bay Colony Drive, Des Plaines, IL	359
09-16-201-033-1240	9433 Bay Colony Drive, Des Plaines, IL	360
09-16-201-033-1241	9435 Bay Colony Drive, Des Plaines, IL	361
09-16-201-033-1242	9435 Bay Colony Drive, Des Plaines, IL	362
09-16-201-033-1243	9435 Bay Colony Drive, Des Plaines, IL	363
09-16-201-033-1244	9435 Bay Colony Drive, Des Plaines, IL	364
09-16-201-033-1245	9435 Bay Colony Drive, Des Plaines, IL	365
09-16-201-033-1246	9435 Bay Colony Drive, Des Plaines, IL	366
09-16-201-033-1247	9437 Bay Colony Drive, Des Plaines, IL	367
09-16-201-033-1248	9437 Bay Colony Drive, Des Plaines, IL	368
09-16-201-033-1249	9437 Bay Colony Drive, Des Plaines, IL	369
09-16-201-033-1250	9437 Bay Colony Drive, Des Plaines, IL	370
09-16-201-033-1251	9437 Bay Colony Drive, Des Plaines, IL	371

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PIN	Address	Unit No.
09-16-201-033-1252	9437 Bay Colony Drive, Des Plaines, IL	372
09-16-201-033-1253	9439 Bay Colony Drive, Des Plaines, IL	373
09-16-201-033-1254	9439 Bay Colony Drive, Des Plaines, IL	374
09-16-201-033-1255	9439 Bay Colony Drive, Des Plaines, IL	375
09-16-201-033-1256	9439 Bay Colony Drive, Des Plaines, IL	376
09-16-201-033-1257	9439 Bay Colony Drive, Des Plaines, IL	377
09-16-201-033-1258	9439 Bay Colony Drive, Des Plaines, IL	378
09-16-201-033-1259	9441 Bay Colony Drive, Des Plaines, IL	379
09-16-201-033-1260	9441 Bay Colony Drive, Des Plaines, IL	380
09-16-201-033-1261	9441 Bay Colony Drive, Des Plaines, IL	381
09-16-201-033-1262	9441 Bay Colony Drive, Des Plaines, IL	382
09-16-201-033-1263	9441 Bay Colony Drive, Des Plaines, IL	383
09-16-201-033-1264	9441 Bay Colony Drive, Des Plaines, IL	384
09-16-201-033-1325	9443 Bay Colony Drive, Des Plaines, IL	265
09-16-201-033-1326	9443 Bay Colony Drive, Des Plaines, IL	266
09-16-201-033-1327	9443 Bay Colony Drive, Des Plaines, IL	267
09-16-201-033-1328	9443 Bay Colony Drive, Des Plaines, IL	268
09-16-201-033-1329	9443 Bay Colony Drive, Des Plaines, IL	269
09-16-201-033-1330	9443 Bay Colony Drive, Des Plaines, IL	270
09-16-201-033-1331	9445 Bay Colony Drive, Des Plaines, IL	271
09-16-201-033-1332	9445 Bay Colony Drive, Des Plaines, IL	272
09-16-201-033-1333	9445 Bay Colony Drive, Des Plaines, IL	273
09-16-201-033-1334	9445 Bay Colony Drive, Des Plaines, IL	274
09-16-201-033-1335	9445 Bay Colony Drive, Des Plaines, IL	275
09-16-201-033-1336	9445 Bay Colony Drive, Des Plaines, IL	276
09-16-201-033-1337	9447 Bay Colony Drive, Des Plaines, IL	277
09-16-201-033-1338	9447 Bay Colony Drive, Des Plaines, IL	278
09-16-201-033-1339	9447 Bay Colony Drive, Des Plaines, IL	279
09-16-201-033-1340	9447 Bay Colony Drive, Des Plaines, IL	280
09-16-201-033-1341	9447 Bay Colony Drive, Des Plaines, IL	281
09-16-201-033-1342	9447 Bay Colony Drive, Des Plaines, IL	282
09-16-201-033-1343	9449 Bay Colony Drive, Des Plaines, IL	283
09-16-201-033-1344	9449 Bay Colony Drive, Des Plaines, IL	284
09-16-201-033-1345	9449 Bay Colony Drive, Des Plaines, IL	285
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09-16-201-033-1347	9449 Bay Colony Drive, Des Plaines, IL	287
09-16-201-033-1348	9449 Bay Colony Drive, Des Plaines, IL	288
09-16-201-033-1349	9451 Bay Colony Drive, Des Plaines, IL	289
09-16-201-033-1350	9451 Bay Colony Drive, Des Plaines, IL	290
09-16-201-033-1351	9451 Bay Colony Drive, Des Plaines, IL	291
09-16-201-033-1352	9451 Bay Colony Drive, Des Plaines, IL	292
09-16-201-033-1353	9451 Bay Colony Drive, Des Plaines, IL	293
09-16-201-033-1354	9451 Bay Colony Drive, Des Plaines, IL	294
09-16-201-033-1355	9453 Bay Colony Drive, Des Plaines, IL	295
09-16-201-033-1356	9453 Bay Colony Drive, Des Plaines, IL	296
09-16-201-033-1357	9453 Bay Colony Drive, Des Plaines, IL	297
09-16-201-033-1358	9453 Bay Colony Drive, Des Plaines, IL	298

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PIN	Address	Unit No.
09-16-201-033-1359	9453 Bay Colony Drive, Des Plaines, IL	299
09-16-201-033-1360	9453 Bay Colony Drive, Des Plaines, IL	300
09-16-201-033-1361	9455 Bay Colony Drive, Des Plaines, IL	301
09-16-201-033-1362	9455 Bay Colony Drive, Des Plaines, IL	302
09-16-201-033-1363	9455 Bay Colony Drive, Des Plaines, IL	303
09-16-201-033-1364	9455 Bay Colony Drive, Des Plaines, IL	304
09-16-201-033-1365	9455 Bay Colony Drive, Des Plaines, IL	305
09-16-201-033-1366	9455 Bay Colony Drive, Des Plaines, IL	306
09-16-201-033-1367	9457 Bay Colony Drive, Des Plaines, IL	307
09-16-201-033-1368	9457 Bay Colony Drive, Des Plaines, IL	308
09-16-201-033-1369	9457 Bay Colony Drive, Des Plaines, IL	309
09-16-201-033-1370	9457 Bay Colony Drive, Des Plaines, IL	310
09-16-201-033-1371	9457 Bay Colony Drive, Des Plaines, IL	311
09-16-201-033-1372	9457 Bay Colony Drive, Des Plaines, IL	312
09-16-201-033-1373	9459 Bay Colony Drive, Des Plaines, IL	313
09-16-201-033-1374	9459 Bay Colony Drive, Des Plaines, IL	314
09-16-201-033-1375	9459 Bay Colony Drive, Des Plaines, IL	315
09-16-201-033-1376	9459 Bay Colony Drive, Des Plaines, IL	316
09-16-201-033-1377	9459 Bay Colony Drive, Des Plaines, IL	317
09-16-201-033-1378	9459 Bay Colony Drive, Des Plaines, IL	318
09-16-201-033-1379	9461 Bay Colony Drive, Des Plaines, IL	319
09-16-201-033-1380	9461 Bay Colony Drive, Des Plaines, IL	320
09-16-201-033-1381	9461 Bay Colony Drive, Des Plaines, IL	321
09-16-201-033-1382	9461 Bay Colony Drive, Des Plaines, IL	322
09-16-201-033-1383	9461 Bay Colony Drive, Des Plaines, IL	323
09-16-201-033-1384	9461 Bay Colony Drive, Des Plaines, IL	324
09-16-201-033-1265	9463 Bay Colony Drive, Des Plaines, IL	205
09-16-201-033-1266	9463 Bay Colony Drive, Des Plaines, IL	206
09-16-201-033-1267	9463 Bay Colony Drive, Des Plaines, IL	207
09-16-201-033-1268	9463 Bay Colony Drive, Des Plaines, IL	208
09-16-201-033-1269	9463 Bay Colony Drive, Des Plaines, IL	209
09-16-201-033-1270	9463 Bay Colony Drive, Des Plaines, IL	210
09-16-201-033-1271	9465 Bay Colony Drive, Des Plaines, IL	211
09-16-201-033-1272	9465 Bay Colony Drive, Des Plaines, IL	212
09-16-201-033-1273	9465 Bay Colony Drive, Des Plaines, IL	213
09-16-201-033-1274	9465 Bay Colony Drive, Des Plaines, IL	214
09-16-201-033-1275	9465 Bay Colony Drive, Des Plaines, IL	215
09-16-201-033-1276	9465 Bay Colony Drive, Des Plaines, IL	216
09-16-201-033-1277	9467 Bay Colony Drive, Des Plaines, IL	217
09-16-201-033-1278	9467 Bay Colony Drive, Des Plaines, IL	218
09-16-201-033-1279	9467 Bay Colony Drive, Des Plaines, IL	219
09-16-201-033-1280	9467 Bay Colony Drive, Des Plaines, IL	220
09-16-201-033-1281	9467 Bay Colony Drive, Des Plaines, IL	221
09-16-201-033-1282	9467 Bay Colony Drive, Des Plaines, IL	222
09-16-201-033-1283	9469 Bay Colony Drive, Des Plaines, IL	223
09-16-201-033-1284	9469 Bay Colony Drive, Des Plaines, IL	224
09-16-201-033-1285	9469 Bay Colony Drive, Des Plaines, IL	225

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PIN	Address	Unit No.
09-16-201-033-1286	9469 Bay Colony Drive, Des Plaines, IL	226
09-16-201-033-1287	9469 Bay Colony Drive, Des Plaines, IL	227
09-16-201-033-1288	9469 Bay Colony Drive, Des Plaines, IL	228
09-16-201-033-1289	9471 Bay Colony Drive, Des Plaines, IL	229
09-16-201-033-1290	9471 Bay Colony Drive, Des Plaines, IL	230
09-16-201-033-1291	9471 Bay Colony Drive, Des Plaines, IL	231
09-16-201-033-1292	9471 Bay Colony Drive, Des Plaines, IL	232
09-16-201-033-1293	9471 Bay Colony Drive, Des Plaines, IL	233
09-16-201-033-1294	9471 Bay Colony Drive, Des Plaines, IL	234
09-16-201-033-1295	9473 Bay Colony Drive, Des Plaines, IL	235
09-16-201-033-1296	9473 Bay Colony Drive, Des Plaines, IL	236
09-16-201-033-1297	9473 Bay Colony Drive, Des Plaines, IL	237
09-16-201-033-1298	9473 Bay Colony Drive, Des Plaines, IL	238
09-16-201-033-1299	9473 Bay Colony Drive, Des Plaines, IL	239
09-16-201-033-1300	9473 Bay Colony Drive, Des Plaines, IL	240
09-16-201-033-1301	9475 Bay Colony Drive, Des Plaines, IL	241
09-16-201-033-1302	9475 Bay Colony Drive, Des Plaines, IL	242
09-16-201-033-1303	9475 Bay Colony Drive, Des Plaines, IL	243
09-16-201-033-1304	9475 Bay Colony Drive, Des Plaines, IL	244
09-16-201-033-1305	9475 Bay Colony Drive, Des Plaines, IL	245
09-16-201-033-1306	9475 Bay Colony Drive, Des Plaines, IL	246
09-16-201-033-1307	9477 Bay Colony Drive, Des Plaines, IL	247
09-16-201-033-1308	9477 Bay Colony Drive, Des Plaines, IL	248
09-16-201-033-1309	9477 Bay Colony Drive, Des Plaines, IL	249
09-16-201-033-1310	9477 Bay Colony Drive, Des Plaines, IL	250
09-16-201-033-1311	9477 Bay Colony Drive, Des Plaines, IL	251
09-16-201-033-1312	9477 Bay Colony Drive, Des Plaines, IL	252
09-16-201-033-1313	9479 Bay Colony Drive, Des Plaines, IL	253
09-16-201-033-1314	9479 Bay Colony Drive, Des Plaines, IL	254
09-16-201-033-1315	9479 Bay Colony Drive, Des Plaines, IL	255
09-16-201-033-1316	9479 Bay Colony Drive, Des Plaines, IL	256
09-16-201-033-1317	9479 Bay Colony Drive, Des Plaines, IL	257
09-16-201-033-1318	9479 Bay Colony Drive, Des Plaines, IL	258
09-16-201-033-1319	9481 Bay Colony Drive, Des Plaines, IL	259
09-16-201-033-1320	9481 Bay Colony Drive, Des Plaines, IL	260
09-16-201-033-1321	9481 Bay Colony Drive, Des Plaines, IL	261
09-16-201-033-1322	9481 Bay Colony Drive, Des Plaines, IL	262
09-16-201-033-1323	9481 Bay Colony Drive, Des Plaines, IL	263
09-16-201-033-1324	9481 Bay Colony Drive, Des Plaines, IL	264
09-16-201-033-1001	9416 Bay Colony Drive, Des Plaines, IL	1
09-16-201-033-1002	9416 Bay Colony Drive, Des Plaines, IL	2
09-16-201-033-1003	9416 Bay Colony Drive, Des Plaines, IL	3
09-16-201-033-1004	9416 Bay Colony Drive, Des Plaines, IL	4
09-16-201-033-1005	9416 Bay Colony Drive, Des Plaines, IL	5
09-16-201-033-1006	9416 Bay Colony Drive, Des Plaines, IL	6
09-16-201-033-1007	9418 Bay Colony Drive, Des Plaines, IL	7
09-16-201-033-1008	9418 Bay Colony Drive, Des Plaines, IL	8

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PIN	Address	Unit No.
09-16-201-033-1009	9418 Bay Colony Drive, Des Plaines, IL	9
09-16-201-033-1010	9418 Bay Colony Drive, Des Plaines, IL	10
09-16-201-033-1011	9418 Bay Colony Drive, Des Plaines, IL	11
09-16-201-033-1012	9418 Bay Colony Drive, Des Plaines, IL	12
09-16-201-033-1013	9420 Bay Colony Drive, Des Plaines, IL	13
09-16-201-033-1014	9420 Bay Colony Drive, Des Plaines, IL	14
09-16-201-033-1015	9420 Bay Colony Drive, Des Plaines, IL	15
09-16-201-033-1016	9420 Bay Colony Drive, Des Plaines, IL	16
09-16-201-033-1017	9420 Bay Colony Drive, Des Plaines, IL	17
09-16-201-033-1018	9420 Bay Colony Drive, Des Plaines, IL	18
09-16-201-033-1019	9422 Bay Colony Drive, Des Plaines, IL	19
09-16-201-033-1020	9422 Bay Colony Drive, Des Plaines, IL	20
09-16-201-033-1021	9422 Bay Colony Drive, Des Plaines, IL	21
09-16-201-033-1022	9422 Bay Colony Drive, Des Plaines, IL	22
09-16-201-033-1023	9422 Bay Colony Drive, Des Plaines, IL	23
09-16-201-033-1024	9422 Bay Colony Drive, Des Plaines, IL	24
09-16-201-033-1025	9424 Bay Colony Drive, Des Plaines, IL	25
09-16-201-033-1026	9424 Bay Colony Drive, Des Plaines, IL	26
09-16-201-033-1027	9424 Bay Colony Drive, Des Plaines, IL	27
09-16-201-033-1028	9424 Bay Colony Drive, Des Plaines, IL	28
09-16-201-033-1029	9424 Bay Colony Drive, Des Plaines, IL	29
09-16-201-033-1030	9424 Bay Colony Drive, Des Plaines, IL	30
09-16-201-033-1031	9426 Bay Colony Drive, Des Plaines, IL	31
09-16-201-033-1032	9426 Bay Colony Drive, Des Plaines, IL	32
09-16-201-033-1033	9426 Bay Colony Drive, Des Plaines, IL	33
09-16-201-033-1034	9426 Bay Colony Drive, Des Plaines, IL	34
09-16-201-033-1035	9426 Bay Colony Drive, Des Plaines, IL	35
09-16-201-033-1036	9426 Bay Colony Drive, Des Plaines, IL	36
09-16-201-033-1037	9428 Bay Colony Drive, Des Plaines, IL	37
09-16-201-033-1038	9428 Bay Colony Drive, Des Plaines, IL	38
09-16-201-033-1039	9428 Bay Colony Drive, Des Plaines, IL	39
09-16-201-033-1040	9428 Bay Colony Drive, Des Plaines, IL	40
09-16-201-033-1041	9428 Bay Colony Drive, Des Plaines, IL	41
09-16-201-033-1042	9428 Bay Colony Drive, Des Plaines, IL	42
09-16-201-033-1043	9430 Bay Colony Drive, Des Plaines, IL	43
09-16-201-033-1044	9430 Bay Colony Drive, Des Plaines, IL	44
09-16-201-033-1045	9430 Bay Colony Drive, Des Plaines, IL	45
09-16-201-033-1046	9430 Bay Colony Drive, Des Plaines, IL	46
09-16-201-033-1047	9430 Bay Colony Drive, Des Plaines, IL	47
09-16-201-033-1048	9430 Bay Colony Drive, Des Plaines, IL	48
09-16-201-033-1049	9432 Bay Colony Drive, Des Plaines, IL	49
09-16-201-033-1050	9432 Bay Colony Drive, Des Plaines, IL	50
09-16-201-033-1051	9432 Bay Colony Drive, Des Plaines, IL	51
09-16-201-033-1052	9432 Bay Colony Drive, Des Plaines, IL	52
09-16-201-033-1053	9432 Bay Colony Drive, Des Plaines, IL	53
09-16-201-033-1054	9432 Bay Colony Drive, Des Plaines, IL	54
09-16-201-033-1055	9434 Bay Colony Drive, Des Plaines, IL	55

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PIN	Address	Unit No.
09-16-201-033-1056	9434 Bay Colony Drive, Des Plaines, IL	56
09-16-201-033-1057	9434 Bay Colony Drive, Des Plaines, IL	57
09-16-201-033-1058	9434 Bay Colony Drive, Des Plaines, IL	58
09-16-201-033-1059	9434 Bay Colony Drive, Des Plaines, IL	59
09-16-201-033-1060	9434 Bay Colony Drive, Des Plaines, IL	60
09-16-201-033-1061	9436 Bay Colony Drive, Des Plaines, IL	61
09-16-201-033-1062	9436 Bay Colony Drive, Des Plaines, IL	62
09-16-201-033-1063	9436 Bay Colony Drive, Des Plaines, IL	63
09-16-201-033-1064	9436 Bay Colony Drive, Des Plaines, IL	64
09-16-201-033-1065	9436 Bay Colony Drive, Des Plaines, IL	65
09-16-201-033-1066	9436 Bay Colony Drive, Des Plaines, IL	66
09-16-201-033-1067	9438 Bay Colony Drive, Des Plaines, IL	67
09-16-201-033-1068	9438 Bay Colony Drive, Des Plaines, IL	68
09-16-201-033-1069	9438 Bay Colony Drive, Des Plaines, IL	69
09-16-201-033-1070	9438 Bay Colony Drive, Des Plaines, IL	70
09-16-201-033-1071	9438 Bay Colony Drive, Des Plaines, IL	71
09-16-201-033-1072	9438 Bay Colony Drive, Des Plaines, IL	72
09-16-201-033-1073	9440 Bay Colony Drive, Des Plaines, IL	73
09-16-201-033-1074	9440 Bay Colony Drive, Des Plaines, IL	74
09-16-201-033-1075	9440 Bay Colony Drive, Des Plaines, IL	75
09-16-201-033-1076	9440 Bay Colony Drive, Des Plaines, IL	76
09-16-201-033-1077	9440 Bay Colony Drive, Des Plaines, IL	77
09-16-201-033-1078	9440 Bay Colony Drive, Des Plaines, IL	78
09-16-201-033-1079	9442 Bay Colony Drive, Des Plaines, IL	79
09-16-201-033-1080	9442 Bay Colony Drive, Des Plaines, IL	80
09-16-201-033-1081	9442 Bay Colony Drive, Des Plaines, IL	81
09-16-201-033-1082	9442 Bay Colony Drive, Des Plaines, IL	82
09-16-201-033-1083	9442 Bay Colony Drive, Des Plaines, IL	83
09-16-201-033-1084	9442 Bay Colony Drive, Des Plaines, IL	84
09-16-201-033-1085	9444 Bay Colony Drive, Des Plaines, IL	85
09-16-201-033-1086	9444 Bay Colony Drive, Des Plaines, IL	86
09-16-201-033-1087	9444 Bay Colony Drive, Des Plaines, IL	87
09-16-201-033-1088	9444 Bay Colony Drive, Des Plaines, IL	88
09-16-201-033-1089	9444 Bay Colony Drive, Des Plaines, IL	89
09-16-201-033-1090	9444 Bay Colony Drive, Des Plaines, IL	90
09-16-201-033-1091	9446 Bay Colony Drive, Des Plaines, IL	91
09-16-201-033-1092	9446 Bay Colony Drive, Des Plaines, IL	92
09-16-201-033-1093	9446 Bay Colony Drive, Des Plaines, IL	93
09-16-201-033-1094	9446 Bay Colony Drive, Des Plaines, IL	94
09-16-201-033-1095	9446 Bay Colony Drive, Des Plaines, IL	95
09-16-201-033-1096	9446 Bay Colony Drive, Des Plaines, IL	96
09-16-201-033-1097	9448 Bay Colony Drive, Des Plaines, IL	97
09-16-201-033-1098	9448 Bay Colony Drive, Des Plaines, IL	98
09-16-201-033-1099	9448 Bay Colony Drive, Des Plaines, IL	99
09-16-201-033-1100	9448 Bay Colony Drive, Des Plaines, IL	100
09-16-201-033-1101	9448 Bay Colony Drive, Des Plaines, IL	101
09-16-201-033-1102	9448 Bay Colony Drive, Des Plaines, IL	102

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PIN	Address	Unit No.
09-16-201-033-1103	9450 Bay Colony Drive, Des Plaines, IL	103
09-16-201-033-1104	9450 Bay Colony Drive, Des Plaines, IL	104
09-16-201-033-1105	9450 Bay Colony Drive, Des Plaines, IL	105
09-16-201-033-1106	9450 Bay Colony Drive, Des Plaines, IL	106
09-16-201-033-1107	9450 Bay Colony Drive, Des Plaines, IL	107
09-16-201-033-1108	9450 Bay Colony Drive, Des Plaines, IL	108
09-16-201-033-1109	9452 Bay Colony Drive, Des Plaines, IL	109
09-16-201-033-1110	9452 Bay Colony Drive, Des Plaines, IL	110
09-16-201-033-1111	9452 Bay Colony Drive, Des Plaines, IL	111
09-16-201-033-1112	9452 Bay Colony Drive, Des Plaines, IL	112
09-16-201-033-1113	9452 Bay Colony Drive, Des Plaines, IL	113
09-16-201-033-1114	9452 Bay Colony Drive, Des Plaines, IL	114
09-16-201-033-1115	9454 Bay Colony Drive, Des Plaines, IL	115
09-16-201-033-1116	9454 Bay Colony Drive, Des Plaines, IL	116
09-16-201-033-1117	9454 Bay Colony Drive, Des Plaines, IL	117
09-16-201-033-1118	9454 Bay Colony Drive, Des Plaines, IL	118
09-16-201-033-1119	9454 Bay Colony Drive, Des Plaines, IL	119
09-16-201-033-1120	9454 Bay Colony Drive, Des Plaines, IL	120
09-16-201-033-1121	9454 Bay Colony Drive, Des Plaines, IL	121
09-16-201-033-1122	9456 Bay Colony Drive, Des Plaines, IL	122
09-16-201-033-1123	9456 Bay Colony Drive, Des Plaines, IL	123
09-16-201-033-1124	9456 Bay Colony Drive, Des Plaines, IL	124
09-16-201-033-1125	9456 Bay Colony Drive, Des Plaines, IL	125
09-16-201-033-1126	9456 Bay Colony Drive, Des Plaines, IL	126
09-16-201-033-1127	9458 Bay Colony Drive, Des Plaines, IL	127
09-16-201-033-1128	9458 Bay Colony Drive, Des Plaines, IL	128
09-16-201-033-1129	9458 Bay Colony Drive, Des Plaines, IL	129
09-16-201-033-1130	9458 Bay Colony Drive, Des Plaines, IL	130
09-16-201-033-1131	9458 Bay Colony Drive, Des Plaines, IL	131
09-16-201-033-1132	9458 Bay Colony Drive, Des Plaines, IL	132
09-16-201-033-1133	9460 Bay Colony Drive, Des Plaines, IL	133
09-16-201-033-1134	9460 Bay Colony Drive, Des Plaines, IL	134
09-16-201-033-1135	9460 Bay Colony Drive, Des Plaines, IL	135
09-16-201-033-1136	9460 Bay Colony Drive, Des Plaines, IL	136
09-16-201-033-1137	9460 Bay Colony Drive, Des Plaines, IL	137
09-16-201-033-1138	9460 Bay Colony Drive, Des Plaines, IL	138
09-16-201-033-1139	9462 Bay Colony Drive, Des Plaines, IL	139
09-16-201-033-1140	9462 Bay Colony Drive, Des Plaines, IL	140
09-16-201-033-1141	9462 Bay Colony Drive, Des Plaines, IL	141
09-16-201-033-1142	9462 Bay Colony Drive, Des Plaines, IL	142
09-16-201-033-1143	9462 Bay Colony Drive, Des Plaines, IL	143
09-16-201-033-1144	9462 Bay Colony Drive, Des Plaines, IL	144
09-16-201-033-1145	9464 Bay Colony Drive, Des Plaines, IL	145
09-16-201-033-1146	9464 Bay Colony Drive, Des Plaines, IL	146
09-16-201-033-1147	9464 Bay Colony Drive, Des Plaines, IL	147
09-16-201-033-1148	9464 Bay Colony Drive, Des Plaines, IL	148
09-16-201-033-1149	9464 Bay Colony Drive, Des Plaines, IL	149

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PIN	Address	Unit No.
09-16-201-033-1150	9464 Bay Colony Drive, Des Plaines, IL	150
09-16-201-033-1151	9466 Bay Colony Drive, Des Plaines, IL	151
09-16-201-033-1152	9466 Bay Colony Drive, Des Plaines, IL	152
09-16-201-033-1153	9466 Bay Colony Drive, Des Plaines, IL	153
09-16-201-033-1154	9466 Bay Colony Drive, Des Plaines, IL	154
09-16-201-033-1155	9466 Bay Colony Drive, Des Plaines, IL	155
09-16-201-033-1156	9466 Bay Colony Drive, Des Plaines, IL	156
09-16-201-033-1157	9468 Bay Colony Drive, Des Plaines, IL	157
09-16-201-033-1158	9468 Bay Colony Drive, Des Plaines, IL	158
09-16-201-033-1159	9468 Bay Colony Drive, Des Plaines, IL	159
09-16-201-033-1160	9468 Bay Colony Drive, Des Plaines, IL	160
09-16-201-033-1161	9468 Bay Colony Drive, Des Plaines, IL	161
09-16-201-033-1162	9468 Bay Colony Drive, Des Plaines, IL	162
09-16-201-033-1163	9470 Bay Colony Drive, Des Plaines, IL	163
09-16-201-033-1164	9470 Bay Colony Drive, Des Plaines, IL	164
09-16-201-033-1165	9470 Bay Colony Drive, Des Plaines, IL	165
09-16-201-033-1166	9470 Bay Colony Drive, Des Plaines, IL	166
09-16-201-033-1167	9470 Bay Colony Drive, Des Plaines, IL	167
09-16-201-033-1168	9470 Bay Colony Drive, Des Plaines, IL	168
09-16-201-033-1169	9472 Bay Colony Drive, Des Plaines, IL	169
09-16-201-033-1170	9472 Bay Colony Drive, Des Plaines, IL	170
09-16-201-033-1171	9472 Bay Colony Drive, Des Plaines, IL	171
09-16-201-033-1172	9472 Bay Colony Drive, Des Plaines, IL	172
09-16-201-033-1173	9472 Bay Colony Drive, Des Plaines, IL	173
09-16-201-033-1174	9472 Bay Colony Drive, Des Plaines, IL	174
09-16-201-033-1175	9474 Bay Colony Drive, Des Plaines, IL	175
09-16-201-033-1176	9474 Bay Colony Drive, Des Plaines, IL	176
09-16-201-033-1177	9474 Bay Colony Drive, Des Plaines, IL	177
09-16-201-033-1178	9474 Bay Colony Drive, Des Plaines, IL	178
09-16-201-033-1179	9474 Bay Colony Drive, Des Plaines, IL	179
09-16-201-033-1180	9474 Bay Colony Drive, Des Plaines, IL	180
09-16-201-033-1181	9476 Bay Colony Drive, Des Plaines, IL	181
09-16-201-033-1182	9476 Bay Colony Drive, Des Plaines, IL	182
09-16-201-033-1183	9476 Bay Colony Drive, Des Plaines, IL	183
09-16-201-033-1184	9476 Bay Colony Drive, Des Plaines, IL	184
09-16-201-033-1185	9476 Bay Colony Drive, Des Plaines, IL	185
09-16-201-033-1186	9476 Bay Colony Drive, Des Plaines, IL	186
09-16-201-033-1187	9478 Bay Colony Drive, Des Plaines, IL	187
09-16-201-033-1188	9478 Bay Colony Drive, Des Plaines, IL	188
09-16-201-033-1189	9478 Bay Colony Drive, Des Plaines, IL	189
09-16-201-033-1190	9478 Bay Colony Drive, Des Plaines, IL	190
09-16-201-033-1191	9478 Bay Colony Drive, Des Plaines, IL	191
09-16-201-033-1192	9478 Bay Colony Drive, Des Plaines, IL	192
09-16-201-033-1193	9480 Bay Colony Drive, Des Plaines, IL	193
09-16-201-033-1194	9480 Bay Colony Drive, Des Plaines, IL	194
09-16-201-033-1195	9480 Bay Colony Drive, Des Plaines, IL	195
09-16-201-033-1196	9480 Bay Colony Drive, Des Plaines, IL	196

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PIN	Address	Unit No.
09-16-201-033-1197	9480 Bay Colony Drive, Des Plaines, IL	197
09-16-201-033-1198	9480 Bay Colony Drive, Des Plaines, IL	198
09-16-201-033-1199	9482 Bay Colony Drive, Des Plaines, IL	199
09-16-201-033-1200	9482 Bay Colony Drive, Des Plaines, IL	200
09-16-201-033-1201	9482 Bay Colony Drive, Des Plaines, IL,	201
09-16-201-033-1202	9482 Bay Colony Drive, Des Plaines, IL,	202
09-16-201-033-1203	9482 Bay Colony Drive, Des Plaines, IL,	203
09-16-201-033-1204	9482 Bay Colony Drive, Des Plaines, IL,	204

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT B**

UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
1	1	.19670
2	2	.23093
3	3	.23093
4	4	.23093
5	5	.23093
6	6	.23093
7	7	.23093
8	8	.19670
9	9	.23093
10	10	.23093
11	11	.23093
12	12	.23093
13	13	.19670
14	14	.23093
15	15	.23093
16	16	.23093
17	17	.23093
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28	28	.23093
29	29	.23093
30	30	.23093
31	31	.23093
32	32	.19670
33	33	.23093
34	34	.23093
35	35	.23093
36	36	.23093
37	37	.19670
38	38	.23093
39	39	.23093
40	40	.23093
41	41	.23093

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UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
42	42	.23093
43	43	.23093
44	44	.19670
45	45	.23093
46	46	.23093
47	47	.23093
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81	81	.23093
82	82	.23093
83	83	.23093
84	84	.23093
85	85	.19670
86	86	.23093

UNOFFICIAL COPY

UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
87	87	.23093
88	88	.23093
89	89	.23093
90	90	.23093
91	91	.19670
92	92	.23093
93	93	.23093
94	94	.23093
95	95	.23093
96	96	.23093
97	97	.23093
98	98	.19670
99	99	.23093
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102	102	.23093
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126	126	.23093
127	127	.19680
128	128	.23093
129	129	.23093
130	130	.23093
131	131	.23093

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UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
132	132	.23093
133	133	.23093
134	134	.19670
135	135	.23093
136	136	.23093
137	137	.23093
138	138	.23093
139	139	.23093
140	140	.19670
141	141	.23093
142	142	.23093
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144	144	.23093
145	145	.23093
146	146	.19670
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151	151	.23093
152	152	.19670
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154	154	.23093
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158	158	.23093
159	159	.23093
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162	162	.23093
163	163	.19670
164	164	.23093
165	165	.23093
166	166	.23093
167	167	.23093
168	168	.23093
169	169	.23093
170	170	.19670
171	171	.23093
172	172	.23093
173	173	.23093
174	174	.23093
175	175	.19670
176	176	.23093

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UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
177	177	.23093
178	178	.23093
179	179	.23093
180	180	.23093
181	181	.23093
182	182	.19670
183	183	.23093
184	184	.23093
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186	186	.23093
187	187	.23093
188	188	.19670
189	189	.23093
190	190	.23093
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192	192	.23093
193	193	.19670
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199	199	.19670
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202	202	.23093
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211	211	.19670
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216	216	.23093
217	217	.23093
218	218	.19670
219	219	.23093
220	220	.23093
221	221	.23093

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UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
222	222	.23093
223	223	.23093
224	224	.19670
225	225	.23093
226	226	.23093
227	227	.23093
228	228	.23093
229	229	.19670
230	230	.23093
231	231	.23093
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236	236	.19670
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253	253	.23093
254	254	.19670
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256	256	.23093
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259	259	.23093
260	260	.19670
261	261	.23093
262	262	.23093
263	263	.23093
264	264	.23093
265	265	.19670
266	266	.23093

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UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
267	267	.23093
268	268	.23093
269	269	.23093
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271	271	.19670
272	272	.23093
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301	301	.19670
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303	303	.23093
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306	306	.23093
307	307	.19670
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309	309	.23093
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311	311	.23093

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UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
312	312	.23093
313	313	.19670
314	314	.23093
315	315	.23093
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319	319	.19670
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324	324	.23093
325	325	.19670
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353	353	.23093
354	354	.23093
355	355	.19670
356	356	.23093

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UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
357	357	.23093
358	358	.23093
359	359	.23093
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394	394	.23093
395	395	.23093
396	396	.23093
397	397	.19670
398	398	.23093
399	399	.23093
400	400	.23093
426	426	.23093

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UNIT	PARKING SPACE NO.	PERCENTAGE OWNERSHIP
427	427	.19670
428	428	.23093
429	429	.23093
430	430	.23093
431	431	.23093
432	432	.23093
433	433	.19670
434	434	.23093
435	435	.23093
436	436	.23093
437	437	.23093
438	438	.23093
439	439	.19670
440	440	.23093
441	441	.23093
442	442	.23093
443	443	.23093
444	444	.23093

Property of Cook County Clerk's Office

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EXHIBIT C

STATE OF ILLINOIS)
)
 COUNTY OF COOK) SS.

I, Abraham J. Lee, state that I am the President of the Board of Directors of the Bay Colony Condominium Phase One Owners Association, and that a copy of the foregoing Amended and Restated Declaration was either delivered personally to each Owner at the Association or was sent by regular U. S. Mail, postage prepaid, to each Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment.



Abraham J. Lee

SUBSCRIBED and SWORN to before me
 this 11th day of Sept., 2013.

Frances J. McAndrews
 NOTARY PUBLIC

My Commission Expires: 4/1/17