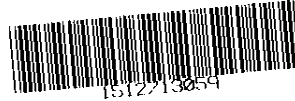


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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR MANORHOMES OF SOMERSET PARK CONDOMINIUM NO. 1



Doc#: 1512713059 Fee: \$166.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/07/2015 01:10 PM Pg: 1 of 65

This Amended and Restated Declaration of Condominium Ownership for Manorhomes of Somerset Park Condominium No. 1 (sometimes herein referred to as the "Amended and Restated Declaration" or the "Declaration") is made and entered into this 13th day of March, 2015, by Manorhomes of Somerset Park Condominium Association No. 1, an Illinois not-for-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Manorhomes of Somerset Park Condominium No. 1, located in the Village of Orland Park, Cook County, Illinois, is administered by the Association through its Board of Managers (the "Board"); and

WHEREAS, portions of the property legally described in Exhibit "A" (the "Property"), attached hereto and made a part hereof by reference, were originally submitted to the provisions of the Illinois Condominium Property Act (the "Act") pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Manorhomes of Somerset Park Condominium No. 1 Recorded in the office of the Recorder of Deeds of Cook County, Illinois, on December 13, 1979, as Document Number 25280578 (the "Original Declaration"); and

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

Scott A. Rosenlund, Esq.
Fullett Rosenlund Anderson PC
150 North Michigan Avenue, Suite 2800
Chicago, IL 60601

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WHEREAS, the Original Declaration has been amended by the following documents Recorded in the office of the Recorder of Deeds of Cook County, Illinois: Document Numbers 25405531, 25517906, 25573135, 25981749, 25981800, 26241015, 26401254, 26656042, 26779327, 26820339, 26820340, 26892369, 26990209, 27086117, 27459617, 85130445, 85255208, 85306321, 85332002, 86095280 (the "Declaration Amendments"); and

WHEREAS, the Original Declaration and the Declaration Amendments were collectively amended and restated in their entirety by the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Manors of Somerset Park Condominium No. 1 Recorded in the office of the Recorder of Deeds of Cook County, Illinois, on September 5, 2006, as Document Number 0624839049 (the "2006 Amended and Restated Declaration"); and

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

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

NOW, THEREFORE, the 2006 Amended and Restated Declaration is hereby amended and restated to be read, in its entirety, as follows:

1. **Definitions.** Certain words and terms used in this Amended and Restated Declaration are defined as follows:

- a. **Acceptable Technological Means** - The use of electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail or other mode.
- b. **Act** - The Condominium Property Act of the State of Illinois, as amended from time to time.
- c. **Amended and Restated Declaration** - This instrument and all exhibits attached hereto (also sometimes herein referred to as the "Declaration").

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- d. **Annual Budget** - The budget of Common Expenses adopted by the Board on an annual basis.
- e. **Articles of Incorporation** - The Articles of Incorporation of the Association, as amended and/or restated from time to time.
- f. **Association** - Manorhomes of Somerset Park Condominium Association No. 1, an Illinois not-for-profit corporation, and its successors and assigns.
- g. **Board** - The Board of Managers of the Association as constituted at any time and from time to time.
- h. **Buildings** - The buildings constructed on the Parcel that contain the Units.
- i. **Bylaws** - The Bylaws of the Association, which are incorporated herein and attached hereto as Exhibit "C."
- j. **Common Elements** - All portions of the Property except the Units, including the Limited Common Elements, and, without limiting the generality of the foregoing, the Parcel, undedicated streets, driveways, common parking areas, garages and garage areas, common storage areas, swimming pool facilities, tennis courts, recreational facilities, outdoor walkways, landscaping, fences, streetlights, roofs, gutters, downspouts, exterior walls, foundations, common entrances, exits, doors and lobbies, common hallways, the meter room within each Building, structural parts of the Buildings and pipes, ducts, vents, flues, chutes, fireplace stack components, conduits, wiring and other utility installations (except pipes, ducts, vents, flues, chutes, fireplace stack components, conduits, wiring and other utility installations situated entirely within a Unit and serving only such Unit). Structural columns or elements located within the boundaries of a Unit and necessary for the structural integrity of a Building shall be part of the Common Elements.
- k. **Common Expenses** - The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- l. **Condominium Instruments** - All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Amended and Restated Declaration, the Bylaws and the Plats.
- m. **Delivered** - For the purpose of determining whether any Association notice or other communication to a Unit Owner has been delivered, and when such communication is deemed effective, the term "Delivered" shall mean the following:
 - (i) When the communication is deposited in the United States mail, addressed to the Unit Owner at the Unit Owner's address as it appears in the records of the Association, with sufficient first-class postage prepaid thereon;

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(ii) Upon hand delivery of the communication to the Unit Owner or to the front-door area adjacent to a Unit Owner's Unit (or to such other designated address on file with the Association); or

(iii) Upon transmittal of the communication by Electronic Transmission to the e-mail address, facsimile number or other contact information appearing in the records of the Association and authorized by the Unit Owner.

n. Electronic Transmission - Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

o. Limited Common Elements - A portion or portions of the Common Elements which are designated by this Amended and Restated Declaration or the Plats as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Units, including, but not limited to, balconies, patios and porches (including, without limitation, balcony and patio railings), perimeter doors exclusively serving single Units (including, without limitation, balcony and patio doors) and the frames appurtenant thereto, windows in perimeter walls and the frames appurtenant thereto, heating and air conditioning systems individually serving any Unit, and any system or component part thereof which serves a Unit exclusively to the extent that such system or component part is located outside the boundaries of the Unit.

p. Maintenance Fund - All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.

q. Majority or Majority of Unit Owners - The owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage of the entire undivided ownership of the Common Elements. "Majority" or "majority of the members of the Board of Managers" means more than fifty percent (50%) of the total number of persons constituting such Board pursuant to the Bylaws. Any specified percentage of the members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the Bylaws.

r. Occupant - A Person or Persons, other than a Unit Owner, in possession of one or more Units.

s. Parcel - The lot or lots or tract or tracts of land, described on Exhibit "A" hereto, all having been or hereby submitted to the provisions of the Act.

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

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u. Plats - The plats of survey, as amended from time to time, of the Parcel and of all Units on the Property submitted to the provisions of the Act, depicting the horizontal and vertical delineation of all such Units and such other data as may be required by the Act, said plats being attached as exhibits to the Original Declaration and/or the Declaration Amendments and Recorded simultaneously with the Recording of the Original Declaration and/or the Declaration Amendments, all as amended from time to time.

v. Property - All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Buildings, all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, all having been or hereby submitted to the provisions of the Act.

w. Record; Recordation; Recording; Recorded - To record or have recorded in the office of the Recorder of Deeds of Cook County, Illinois.

x. Reserves - Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

y. Rules and Regulations - The Rules and Regulations of the Association, as amended and/or restated from time to time.

z. Unit - A part of a Building designed and intended for independent use as a residence and designated on the Plats as a Unit.

aa. Unit Owner - The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

bb. Written - Any actions required by this Amended and Restated Declaration and/or the Bylaws required to be "written," to be "in writing," to have "written consent," to have "written approval" and the like shall include, without limitation, any communication transmitted by Electronic Transmission or any other Acceptable Technological Means.

cc. Village - The Village of Orland Park, Illinois.

2. Submission of Property to the Act. The Property is hereby and remains submitted to and subject to the provisions of the Act, as amended from time to time.

3. Units: Description and Ownership. All Units are delineated on the Plats attached to and made part of the Original Declaration, all as amended from time to time, which by this reference are all incorporated and made a part hereof. The legal description

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of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plats. Said Units are legally described on Exhibit "A" attached hereto. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plats, plus any pipes, ducts, vents, flues, chutes, fireplace stack components, conduits, wiring, utility systems and equipment and portions of walls, floors and ceilings situated entirely within a Unit and serving only such Unit (excluding all structural components of the Buildings). The horizontal boundaries of the Units are the vertical planes formed by the interior masonry surfaces of the perimeter walls of the Units. The vertical boundaries of the Units are the horizontal planes formed by the interior surfaces of the concrete floors and of the ceilings of the Units. Except as provided in Section 31 of the Act, no Unit Owner shall, by deed, plat or otherwise, combine or subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the entire Unit as shown on the Plats.

4. **Ownership of the Common Elements.** Each Unit Owner shall own and be entitled to an undivided interest in the Common Elements as a tenant in common with all other Unit Owners in the percentage allocated to his or her respective Unit, as set forth in the schedule attached hereto as Exhibit "B" and by this reference made a part hereof. Such percentages are based on the developer's initial determination of relative values of the Units, and, except as otherwise provided by the Act, shall remain constant unless hereafter changed by a Recorded amendment to this Amended and Restated Declaration consented to in writing by all of the Unit Owners and otherwise approved in accordance with this Amended and Restated Declaration.

5. **No Partition of the Common Elements.** Except as otherwise provided by the Act, there shall be no partition of the Common Elements through judicial proceedings or otherwise until this Amended and Restated Declaration is terminated and the Property is withdrawn from its terms or from the Act, provided, however, that if any Unit shall be owned by two or more co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such Co-Owners.

6. **Use of the Common Elements.** Except for (a) portions of the Common Elements that have been assigned to the Unit Owners by the Board pursuant to the provisions of the Condominium Instruments and/or applicable law; (b) the Limited Common Elements; and (c) garages, garage areas and driveways assigned pursuant to the provisions of the Condominium Instruments, each Unit Owner and Occupant and their respective guests, licensees and invitees shall have the right to use the Common Elements for ingress, egress, all other purposes incidental to the use and occupancy of his or her Unit and such other incidental uses permitted by the Condominium Instruments, the Rules and Regulations and the resolutions of the Association, which rights shall be appurtenant to and pass with title to each Unit and run with the land. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving only his or her Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to, pass with title to and run with the Unit of

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such Unit Owner. The use of the Common Elements, including the Limited Common Elements, and the rights of the Unit Owners with respect thereto, shall be subject to and governed by the Act, other applicable law, the Condominium Instruments, the Rules and Regulations and any resolutions adopted from time to time by the Board.

7. Leases, Licenses and Concessions. The Board shall have the authority to grant, renew, amend and terminate leases, licenses, concessions and other agreements with respect to any portions of the Common Elements other than the Limited Common Elements and garages, garage areas and driveways assigned pursuant to the provisions of the Condominium Instruments. All income derived by the Association from such leases, licenses, concessions or other agreements shall be held and used for the benefit of the Unit Owners pursuant to the Condominium Instruments and applicable law. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, renew, amend and terminate any leases, licenses, concessions and other agreements provided for in the Condominium Instruments.

8. User Charges. The Board shall have the authority to impose user charges in connection with the use of the Common Elements and/or for the disproportionate use of services provided by the Association (including, without limitation, reimbursement to the Association for a Unit's use of utility services reasonably deemed excessive by the Association in the Board's discretion). All income derived by the Association from such user charges shall be held and used for the benefit of the Unit Owners pursuant to the Condominium Instruments and applicable law. All such user charges shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

9. Delegation of Use. Subject to the provisions of the Act, other applicable law, the Condominium Instruments, the Rules and Regulations and any resolutions adopted from time to time by the Board, a Unit Owner may delegate and transfer his or her right to use and enjoy the Common Elements and the improvements located thereon to tenants permitted under this Amended and Restated Declaration and purchasers under installment contracts who reside in the Unit Owner's Unit. Any such delegation and/or transfer shall be in written form and shall provide that, while the delegation and/or transfer is in effect, the Unit Owner shall have no right to use the Common Elements and/or the improvements located thereon. A copy of such document effectuating the delegation shall be delivered to the Association in order for the delegation to become effective.

10. Garages. The garages constitute a portion of the Common Elements. The exclusive rights to use of the garages have been assigned to the Owners of individual Units in accordance with notations contained on the Plats. Such assignments shall be deemed to be appurtenant to and pass with title to the Units to which appurtenant, regardless of whether expressly mentioned in deeds of conveyance or other instruments conveying title to the Units.

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11. Heating and Air Conditioning Systems. The heating and air conditioning systems individually serving any Unit and components thereof, including, without limitation, condenser units and wiring, electrical elements and ducts related thereto located in any wall, ceiling or floor of or serving such Unit, shall be deemed part of the Limited Common Elements serving such Unit. Each Unit Owner shall furnish and be responsible, at his or her sole cost and expense, for any and all maintenance, inspection, repair, replacement, restoration and cleaning of the foregoing systems and components thereof.

12. Meter Rooms. The meter room located in each Building shall be deemed part of the Common Elements, provided, however, that the meter room within any particular Building shall be reserved for the exclusive use and possession of the Owners of the Units within that Building. Use of the meter rooms shall be subject to any Rules and Regulations and/or resolutions which may be adopted by the Board. The meter rooms shall not be used for the installation of any Unit Owner's property (such as a water softener) or for the storage of any Unit Owner's personal property.

13. Transfer of Limited Common Elements. The use of the Limited Common Elements may be transferred between Unit Owners at their expense, provided, however, that each such transfer shall be made by an amendment to this Amended and Restated 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 affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board and shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' percentages of ownership in the Common Elements. If the parties cannot agree upon a reapportionment of their respective shares, the Board shall decide upon such reapportionment. No transfer shall become effective until the amendment has been Recorded. Rights and obligations with respect to any Limited Common Element shall not be affected nor shall any transfer of it be effective unless the transaction complies with the requirements of this Paragraph and the Act. The Association may, in the Board's sole discretion, charge a reasonable fee for processing any such transaction and/or recover from the Unit Owners who are parties to the transaction any and all attorneys' fees and related legal expenses (including, without limitation, title company charges and/or Recording fees) incurred in connection with the transaction. Such transaction fees shall be divided equally between the Unit Owners involved in such transfer, shall be the personal obligations of the Unit Owners, constitute continuing liens on the Unit Owner's Units and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

14. Easements.

a. Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or if any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or if any portion of any Unit encroaches on any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of a Building, valid mutual easements

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for the maintenance of such encroachment are hereby established and shall exist for the benefit of (a) the Unit Owner of the Unit so encroaching; or (b) all the Unit Owners with respect to the Common Elements so encroaching, as long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing, provided, however, that a valid easement for an encroachment shall in no event be created in favor of the Owner of any Unit if such encroachment occurred due to the intentional, willful or negligent conduct of such Unit Owner, his or her Occupants and/or either of their tenants, guests, invitees, licensees, family members, contractors or agents, or if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner.

b. Utility Easements. Easements are hereby declared and granted to all public utilities serving the Property for utility purposes, including the right to install, lay, operate, maintain, inspect, repair and replace water mains and pipes, sanitary and storm sewer lines, gas mains, telephone wires and equipment, electrical, cable television, Internet, other commercial entertainment or telecommunications conduits, cables, wires, transformers, and other equipment over, under, along and on any part of the Common Elements as and to the extent such easements existed as of the effective date of this Amended and Restated Declaration. Easements are also hereby declared and granted to all public utilities serving the Property to install, lay, operate, maintain, inspect, repair and replace any pipes, wires, ducts, conduits, utility lines, commercial entertainment lines, components of telecommunications systems or components of the Buildings' electronic systems or structural components which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries. The Property is subject to any easements set forth on the Plats. The Board may hereafter grant, renew, amend or terminate existing or additional easements for utility or commercial entertainment purposes or for other purposes it deems to be in the best interests of the Association and to be for the benefit of the Property over, under, along and on any portion of the Common Elements. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to execute, acknowledge and Record, for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

c. Easement for Public Authorities. The duly designated officials and employees of governmental entities having jurisdiction over the Property shall have an easement to enter upon the Common Elements for the purpose of providing police and fire protection and ambulance and rescue services. Such right shall include a right of vehicular entry and access through and across all driveways and parking areas which are part of the Common Elements.

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d. Street and Utilities Dedication. Upon approval by the Board, portions of the Common Elements may be dedicated to a public body for use as, or in connection with, a street or utility. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to Recordation of the instruments effectuating the dedication. Notwithstanding the foregoing, nothing contained in this Amended and Restated Declaration shall be deemed to constitute a dedication, express or implied, of any part of the Property which has not heretofore been dedicated to or for any public use or purpose whatsoever.

e. Cable Television/Internet Easement. Upon approval by the Board, an easement for the installation, laying, operation, maintenance, inspection, repair and replacement of cable television or high-speed Internet cable may be granted, renewed, amended or terminated. The grant of such easement shall be according to the terms and conditions of local ordinances providing for cable television and/or high-speed Internet.

f. Water Damage/Erosion Protection Easement. Upon approval by the Board, an easement to a governmental body for construction, maintenance or repair of a project for protection against water damage or erosion may be granted, renewed, amended or terminated.

g. Repair Easement. The right of the Unit Owners to use and possess the Common Elements shall be subject to a blanket easement over the Common Elements in favor of the Association and its representatives, agents, associates, employees, contractors, subcontractors, invitees, licensees, tenants, successors, and assigns for the purposes of (i) access, ingress to and egress from the Property or any part thereof; and (ii) construction, installation, maintenance, inspection, repair, restoration and replacement of utilities and any other portion of the improvements thereon, including the right to restrict and regulate access to the Common Elements for the purposes of completing such work.

h. Blanket Easement. A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under the Act, this Amended and Restated Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations and resolutions of the Association. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of utilities (including, without limitation, water, sanitary and storm sewers, gas, electricity, telephone, cable television, Internet, commercial entertainment or telecommunications services) to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, inspection, repair or replacement of the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements or to service or take readings of any utility installations or meters

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located within a Unit. No Unit Owner may take any action that would interfere with the ability of the Association to operate, administer, maintain, inspect, repair or replace the Common Elements as provided herein.

15. **Association.**

a. The Association shall be the governing body for all of the Unit Owners and for the administration and operation of the Property as provided in the Act, this Amended and Restated Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and the resolutions of the Association. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Unit Owners and their respective successors and assigns.

b. Whether or not the Association is incorporated,

(i) Each Unit Owner shall be a member of such Association, which membership shall terminate on the sale or other disposition by such member of his or her Unit, at which time the new Unit Owner shall automatically become a member therein;

(ii) The provisions of Exhibit "C" to this Amended and Restated Declaration shall be adopted as the Bylaws of the Association; and

(iii) The name of the Association shall be "Manorhomes of Somerset Park Condominium Association No. 1" or a similar name. Without limiting the foregoing, the Association shall have the authority to adopt, renew, change and/or cancel an assumed corporate name pursuant to the Illinois General Not For Profit Corporation Act of 1986.

16. **Assessments.** Each Unit Owner shall pay assessments reflecting his or her proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his or her percentage of ownership in the Common Elements. Payment of assessments shall be in such amounts and at such times as determined and in the manner provided in the Bylaws and any Rules and Regulations and/or resolutions adopted by the Board. The Association, in the Board's sole discretion, may charge late fees for the late payment of assessments or other charges. If any Unit Owner shall fail or refuse to pay such assessments, the amount of any unpaid fine or other charges when due, the amount unpaid, together with any late fees, title company charges, management company charges, Recording fees, court costs, collection costs and attorneys' fees for services incurred prior or subsequent to the institution of any court action (and regardless of whether litigation is initiated by any party) (including, without limitation, fees incurred by the Association in an effort to protect its interests and/or to monitor the progress of a mortgage foreclosure case, real estate tax sale and/or other legal proceeding relating to a Unit or Unit Owner) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses and constitute a lien on the

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interest of such Unit Owner in the Property. Said lien shall take effect and be in force when and as provided in the Act. Without limiting the foregoing, fees charged by the Association's property manager or managing agent pertaining to the collection of a Unit Owner's financial obligations to the Association (including, without limitation, collection account "turnover fees," court appearance fees and eviction fees) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses, be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

17. Separate Mortgages. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his or her respective Unit. No Unit Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his or her Unit ownership.

18. Real Estate Taxes. Real estate taxes, special assessments and any other taxes or charges of the State of Illinois, any political subdivision thereof or other lawful taxing or assessing body which are authorized by law to be assessed against and levied upon any real property shall be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner but are taxed to the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of ownership in the Common Elements. Upon authorization by a two-thirds (2/3) vote of the members of the Board or by the affirmative vote of not less than a Majority of the total number of Unit Owners at a meeting duly called for such purpose, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges upon the Units, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

19. Condemnation.

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

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acquisition of the Common Elements or any part thereof.

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

20. Maintenance, Repair and Replacement of Common Elements. Except as otherwise provided in the Condominium Instruments, maintenance, repair and replacement of the Common Elements and the Limited Common Elements shall be furnished by the Association as part of the Common Expenses. Without limiting the foregoing, except as otherwise provided in the Condominium Instruments, the Association shall handle and pay for the maintenance, repair and replacement of garages and garage areas, driveways that adjoin garages and balconies, porches and patios appurtenant to Units.

21. Maintenance, Repair and Replacement by Unit Owners.

a. Each Unit Owner shall furnish and be responsible for, at his or her sole cost and expense, any and all maintenance, inspection, repair, replacement, restoration, painting, staining, refinishing, decorating and cleaning within his or her Unit, including, without limitation, work upon wall and floor coverings, paneling, molding, trim, tile, wallpaper, paint, finished flooring, carpeting, draperies, window shades, other window coverings, sinks, bathtubs, toilets and other bathroom fixtures, cabinets, refrigerators, ranges, dishwashers, garbage disposals and other kitchen appliances, humidifiers, water heaters, security systems, lighting, electrical and plumbing fixtures, any portion of any other utility service facilities situated entirely within a Unit and serving only such Unit, and other furnishings and interior decorating within a Unit. Each Unit Owner shall be obligated to maintain and keep his or her own Unit in good, clean order and repair and to conduct regular inspections of the Unit so as to maintain it in a first-class condition. Upon the request of a Unit Owner, the Board may (but shall have no obligation to), in its

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discretion, cause maintenance services to be performed within a Unit and may charge a fee for such services.

b. Each Unit Owner shall furnish and be responsible for, at his or her sole cost and expense, any and all maintenance, inspection, repair, replacement, restoration and cleaning of any heating, air conditioning, electrical or other equipment servicing only the Unit Owner's Unit.

c. Each Unit Owner shall be required to maintain and pay for such utility services as may be separately metered or billed to each Unit by the respective utility companies and as may be required to protect the integrity of the Common Elements and the other Units.

d. If the act or omission of a Unit Owner or Occupant or guest, family member, invitee, licensee, contractor, visitor or pet of a Unit Owner or Occupant shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be at Common Expense (regardless of whether such act or omission was intentional or negligent), then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board. To the extent permitted by law, nothing herein shall be deemed to require the Association to submit to its insurance carrier claims for such damage and such maintenance, repairs and replacements. In the event the Board reasonably declines to submit such claims, the Board may, in its sole discretion, charge all costs associated with the claims to the responsible Unit Owner and, until paid by such Unit Owner, such costs shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

e. Whenever the Board shall determine, in its sole discretion, that any maintenance, repair or replacement of any Unit or any portion of any heating, air conditioning, electrical or other equipment servicing only such Unit is necessary to protect the Common Elements or any other Unit or to maintain the general appearance and condition thereof, the Board may direct such Unit Owner to perform the work and to pay the cost thereof or, after providing reasonable notice to the Unit Owner and providing the Unit Owner with a reasonable opportunity to complete the work, or, in the case of an emergency, immediately and without notice cause the work to be completed and charge the cost thereof to such Unit Owner. Until paid by such Unit Owner, such cost shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

f. A Unit Owner shall be strictly liable for any claim, damage or judgment entered as a result of the use or operation of his or her Unit, or caused by his or her

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own conduct, the conduct of the Unit Owner's Occupants or the conduct of a guest, family member, invitee, licensee, contractor, visitor or pet of a Unit Owner or Occupant. Costs incurred by the Association in connection with such strict liability shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

22. Additions, Alterations or Improvements. Except as required by law or otherwise expressly provided in this Amended and Restated Declaration or the Bylaws, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements (including the Limited Common Elements), and no additions, alterations or improvements shall be made by a Unit Owner to his Unit where such work alters a bearing wall or partition, configuration, perimeter doors or windows or otherwise affects the structure of the Unit or the structural integrity or systems of a Building or increases the cost of insurance required to be carried by the Board hereunder, without the prior written consent of the Board and then only in accordance with Rules and Regulations and/or resolutions adopted by the Board. Further, any addition, alteration or improvement of a Unit by the Unit Owner that shall affect the structure of the Unit or the Common Elements, the structural integrity of a Building or the exterior appearance of a Building shall conform to all plans, specifications and/or other information which the Association, in the Board's sole discretion, may require the Unit Owner to submit. The Board may require that such plans, specifications and/or other information be prepared or reviewed and approved by an architectural firm, engineering firm or other professionals selected or approved by the Board. The costs of such plans, specifications and/or other documentation or review and approval thereof (including, without limitation, architects' fees, engineers' fees and/or legal fees) shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner on the Unit Owner's agreement either to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set or to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its sole discretion, take any of the following actions, which actions shall not be exclusive of the remedies generally available to the Board under the Condominium Instruments and applicable law:

- a. Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its previously existing condition, all at the Unit Owner's sole cost and expense;
- b. If the Unit Owner refuses or fails to properly perform the work required under clause (a) above, the Board may cause the work to be done and may charge the Unit Owner for the costs thereof as determined by the Board (with the costs constituting the personal obligation of the Unit Owner and continuing lien on the Unit Owner's Unit and being collectable in the same manner as any unpaid regular or

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special (separate) assessments or other Common Expenses; or

- c. Ratify the action taken by the Unit Owner and the Board may (but shall not be obligated to) condition such ratification on the same conditions that it may impose on the giving of its prior consent under this Paragraph.

23. Adjoining Units. A Unit Owner owning two (2) or more Units shall have the right, subject to the provisions of this Amended and Restated Declaration and the Rules and Regulations and resolutions of the Association and on such conditions as shall reasonably be determined by the Board, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any other Unit or any portion of the Common Elements. The Unit Owner shall notify the Board of the nature of the removal at least ten (10) days before the commencement of any such alteration.

24. Handicapped Access. Until determined by a legislative body, administrative agency or court of law having proper jurisdiction, the Common Elements shall not be subject to the public facility requirements of the Americans with Disabilities Act. To the extent required to conform to the Federal Fair Housing Amendments Act of 1988 and/or other applicable law, a Unit Owner may, at his or her sole cost and expense, make reasonable modifications to the Common Elements or the Limited Common Elements serving his or her Unit, subject to the following:

- a. All modifications must be approved by the Board prior to the commencement of construction.
- b. The Board may request that all requests for modifications be submitted in written form. However, the Association will give appropriate consideration to reasonable modification requests made orally.
- c. In cases in which a Unit Owner's or Occupant's disability is not obvious or otherwise known to the Association or if the Unit Owner's or Occupant's need for a modification is not readily apparent or known, the Board may require that a Unit Owner or Occupant provide additional information specifying the general nature of the disability, describing the requested modification and/or describing how the requested modification is necessary to provide an equal opportunity for a Unit Owner or Occupant to use and enjoy the Property.
- d. The Board may require that the Unit Owner provide copies of plans, specifications, drawings, certifications and/or other reasonable documentation describing and/or depicting the proposed modifications.
- e. The Board may establish reasonable guidelines for construction of any proposed modification and may require that the Unit Owner provide reasonable assurances that the construction will be performed in a good and workmanlike manner.

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f. The Board may require the Unit Owner to obtain and furnish adequate proof of any required building permits, mechanics lien waivers and other documentation customarily furnished in connection with construction projects.

g. All modifications shall be constructed by properly insured and licensed contractors (where such insurance and licenses would otherwise be required for the proposed modification), and the Board may require that the Unit Owner furnish adequate proof of such insurance and licenses.

h. To the extent permitted by law and depending on the nature and location of the modification, the Board may require that, after completion, the modification will be maintained as necessary by the Unit Owner, at his or her sole cost and expense, in a safe and attractive condition.

25. Insurance.

a. The Board shall have the authority to and shall obtain insurance for the Association as follows.

(i) Property Insurance. The Association shall obtain and maintain property insurance:

(aa) On the Common Elements and the Units, including the Limited Common Elements and the bare walls, floors and ceilings of the Units;

(bb) Providing coverage for special form causes of loss; and

(cc) Providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including the following: Coverage B, demolition costs and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than ten percent (10%) of each insured building value, or \$500,000, whichever is less.

(ii) General Liability Insurance. The Association shall obtain and maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property 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 and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional

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insured parties but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(iii) Fidelity Bond.

(aa) The Association shall obtain and maintain a fidelity bond. The fidelity bond shall cover the Association's property manager, the management company with whom the property manager is employed during the term of the fidelity bond and all partners, officers and employees of the management company, as well as the Association Board members, officers and employees. The fidelity bond shall be in the full amount of funds in the custody or control of the Association and the management company, including, without limitation, the Association Reserve fund.

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

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

(iv) Directors and Officers Coverage. The Board shall obtain and maintain directors and officers liability coverage at a level deemed reasonable by the Board. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board members in their official capacity as directors and officers, but this coverage shall exclude actions for which the Board members are not entitled to indemnification under the Illinois General Not For Profit Corporation Act of 1986, this Amended and Restated Declaration and the Bylaws. The coverage required by this Paragraph 25(a)(iv) shall include, but not be limited to, coverage of the following: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance. The coverage required by this Paragraph 25(a)(iv) shall include as an insured the following parties: past, present and future Board members while acting in their capacity as members of the Board; the managing agent; and employees of the Board and the managing agent.

(v) Other Coverage. The Association shall have the authority to obtain and maintain such other insurance including, without limitation, umbrella liability insurance in excess of the required general liability insurance in an amount deemed sufficient in the judgment of the Board, workers' compensation and employer's liability insurance in amounts deemed sufficient in the judgment of the Board and as necessary to comply with

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applicable law (including voluntary compensation to cover employees not covered under the Illinois statute for benefits), errors and omissions coverage for the Board members, employment practices coverage, flood insurance, environmental hazards coverage, plate glass and equipment breakdown coverage and medical payments coverage for members of the public (not Unit Owners) injured on the Property without regard to liability of the Board or the Association, as the Board considers necessary or appropriate to protect the Association or the Unit Owners, Board members, officers, employees and/or agents of the Association.

b. The insurance maintained pursuant to Paragraph 25(a)(i) herein must include the Units, the Limited Common Elements (except as otherwise determined by the Board) and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer of the Property. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Unit Owners, or any other additions, alterations or upgrades installed or purchased by any Unit Owner.

c. The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Paragraph if the economic savings justify the additional risk and if permitted by law. The Board may, in the case of a claim for damage to a Unit or the Common Elements:

- (i) Pay the deductible amount as a Common Expense;
- (ii) After notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated; or
- (iii) Require the Owner(s) of the Unit(s) affected to pay the deductible amount.

d. Insurance policies maintained pursuant to Paragraph 25(a) and Paragraph 25(b) herein must include each of the following provisions:

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

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

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

e. If at the time of a loss under a policy maintained by the Association hereunder there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy shall be the primary insurance.

f. Any loss covered by the property policy under Paragraph 25(a)(i) herein must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

g. Each Unit Owner shall be responsible for obtaining and maintaining physical damage insurance on the wall, floor and ceiling coverings, decorating, painting, furniture, appliances, furnishings and personal property in his or her Unit and elsewhere on the Property (including, without limitation, vehicles) and any improvements and betterments to his or her Unit, for his or her personal liability and for his or her additional living expense. The Board shall not be responsible for obtaining or maintaining any insurance for which Unit Owners are responsible hereunder.

h. All Unit Owners shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents or invitees or, regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this Paragraph, as well as the decorating, painting, wall, floor and ceiling coverings, trim, appliances, equipment and other furnishings. If the Unit Owner does not purchase insurance required by the Board and provide copies of certificates of insurance and/or other documentation deemed sufficient by the Board in its sole discretion evidencing the required coverage, the Board may, after providing notice and an opportunity for a violation hearing, impose single or continuing fines against a Unit

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Owner who fails to purchase and/or produce evidence of such liability insurance deemed sufficient by the Board in its sole discretion.

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

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

26. Sale of Units/Right of First Refusal. No right of first refusal on the transfer of Units exists in this Amended and Restated Declaration.

27. Leasing of Units.

a. Leasing Generally Prohibited. Except as otherwise provided in this Paragraph 27, no Unit Owner may lease his or her Unit to any natural person, corporation, entity or organization.

b. Family Member Exemption. The foregoing general prohibition upon the leasing of Units shall not apply to Occupants who are members of a Unit Owner's "Immediate Family" (strictly defined for the purposes of this Paragraph 27 as natural persons who constitute a Unit Owner's natural or legal great grandmother, great grandfather, grandmother, grandfather, mother, father, sister, brother, daughter or son). A Unit Owner may allow members of the Unit Owner's Immediate Family to lease or occupy the Unit Owner's Unit, with or without a lease. Persons who are not related to a Unit Owner may reside in a Unit with the Unit Owner or a member of the Unit Owner's Immediate Family. The Association shall have the authority to require that a Unit Owner provide documentation and/or other information adequately verifying that an Occupant qualifies as an Immediate Family member (including, but not limited to, true and correct copies of government records such as birth certificates, adoption records, driver's licenses, passports, military identification records and marriage licenses). For the purposes of this Paragraph 27, decisions regarding whether such verification is adequate shall be made by the Board in its sole discretion.

c. No Avoidance of Covenants. No leasing or allowing someone other than the Unit Owner to reside in his or her Unit shall relieve the Unit Owner from the obligations imposed upon him or her or his or her Unit pursuant to this Amended and Restated Declaration, the Bylaws, the Rules and Regulations and Board resolutions. A Unit Owner shall remain primarily liable for these obligations.

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d. Association Exemption. Notwithstanding anything to the contrary contained in this Paragraph 27, leases entered into by the Association pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure and/or otherwise by court order shall not be subject to the leasing restrictions contained herein.

28. Use and Occupancy. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used for residential purposes or such other uses permitted by the Condominium Instruments and for no other purposes and shall be used in strict compliance with all Village ordinances and/or other governmental requirements related to the use and/or occupancy of property. Notwithstanding anything to the contrary contained in this Paragraph, Units owned by and/or in possession of the Association or its nominees may be used for any lawful purposes deemed appropriate by the Association in the Board's sole discretion.

29. Residential Use. Except as provided herein, each Unit shall be used only as a residence or for such other purposes permitted by the Condominium Instruments. No industry, business, trade, occupation or profession of any kind or similar activity which would generate traffic, noise, odors, refuse, advertising and/or other incidentals of operating a business which could disturb the other Unit Owners and Occupants, detract from the appearance and residential character of the Property, increase exposure to liability, increase insurance rates and/or lower property values shall be conducted, maintained or permitted on any part of the Property by any Unit Owner or Occupant. However, no Unit Owner or Occupant shall be precluded with respect to his or her Unit from (a) maintaining a personal professional library thereon; (b) keeping his or her personal business or professional records or accounts thereon; or (c) handling his or her 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 such restriction. In all instances, the decision of the Board as to whether particular business activities are prohibited shall be final. The foregoing covenants of this Paragraph shall not apply to the activities of the Association and its nominees, employees and agents.

30. Obstruction of Common Elements/Proscribed Activities.

a. Except as expressly provided in the Condominium Instruments, there shall be no obstruction of the Common Elements (including, without limitation, driveways) or of ready access to the Units, nor shall anything be stored in the Common Elements, without the prior consent of the Association. Nothing shall be altered or constructed in or removed from the Common Elements without the prior written consent of the Association. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials and articles of personal property.

b. No clothes, sheets, blankets, laundry of any kind or other similar articles shall be hung out on any part of the Common Elements except as permitted by Rules and Regulations adopted by the Board. The display of the American flag or a

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military flag (or both) shall be allowed on or within the Limited Common Elements or in the immediately adjacent exterior of the Building where the Unit of a Unit Owner is located, subject to the Rules and Regulations and resolutions of the Association and applicable state and federal law.

c. Coverings of the interior surfaces of the glass doors and windows appurtenant to the Units, whether by shades, draperies or other items visible from the exterior of the Buildings, shall be subject to Rules and Regulations adopted by the Board.

d. The foregoing covenants of this Paragraph shall not apply to the activities of the Association and its agents.

31. Signs. No sign of any kind or other form of solicitation or advertising or window display (including, without limitation, "For Sale" and "For Rent" signs) shall be permitted on the Property except at such location and in such form as may be prescribed by the Board. The Board may adopt Rules and Regulations and/or resolutions further regulating the placement of signs on the Property.

32. Antennas. No mast, satellite dish, antenna or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the Common Elements of the Property without the prior written approval of the Board. Notwithstanding the foregoing, satellite dishes one (1) meter or less and antennas designed to receive local television broadcast signals may be erected and maintained on those portions of the Property under the exclusive use and control of a Unit Owner, subject to Rules and Regulations and/or resolutions adopted from time to time by the Board. Antennas must not extend beyond a Unit Owner's exclusive-use area or encroach upon any portion of the Common Elements or another Unit Owner's Unit or Limited Common Elements without the prior written approval of the Board.

33. Animals. No animals shall be kept, raised or bred on or brought to the Property for commercial purposes (including, without limitation, boarding purposes). Dogs, cats and other customary domesticated animals of a breed or variety commonly kept as household pets may be kept in the Units, subject to Rules and Regulations adopted by the Board. Any pet deemed by the Board, in its sole discretion, as causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property, and the Board's decision shall be final.

34. Floor Coverings. In order to reduce the transmission of sound between Units, the floors for all Units shall be carpeted, except it shall not be necessary to carpet kitchens, bathrooms, closets or foyers or within one (1) foot of any wall.

35. Laundry Equipment. No washing machine, clothes dryer or other laundry equipment shall be installed in any Unit except in the original location of any such equipment that may have been installed by the developer of the condominium.

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36. Disposal of Trash. Unit Owners and Occupants shall dispose of trash, garbage and other waste in such areas and such receptacles as shall be designated by the Board.

37. Use Affecting Insurance. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of any insurance maintained by the Association or that would be in violation of any law. No waste shall be committed in the Common Elements.

38. Structural Impairment. Except as otherwise provided in the Condominium Instruments or permitted by applicable law, nothing shall be done in any Unit or in, on or to the Common Elements that would impair the structural integrity, safety or soundness of the Buildings or that would structurally change the Buildings. No Unit Owner or Occupant shall overload the plumbing, electric, or other mechanical or utility systems in a Building.

39. Nuisances. No noxious or offensive activity shall be carried on in any Unit or on any other portion of the Property, and nothing shall be done on the Property, either willfully or negligently, which shall in the sole judgment of the Board cause unreasonable annoyance or nuisance to other Unit Owners or Occupants. Without limiting the foregoing, no Unit Owner or Occupant shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

40. Remedies for Breach or Violation. In the event of any violation by any Unit Owner (either by his or her own conduct or by the conduct of any Occupant or tenant, guest, licensee, invitee, family member, contractor or pet of a Unit Owner or Occupant) of the provisions of the Act, this Amended and Restated Declaration, the Bylaws, the Rules and Regulations and/or resolutions of the Association, the Association, or its successors or assigns, or the Board, or the Association's agents, shall have each and all of the rights and remedies which may be provided for in the Act, this Amended and Restated Declaration, the Bylaws and the Rules and Regulations and resolutions or which may be otherwise available by law, or any combination thereof, including, without limitation, the following:

a. Self Help. The power to enter the Unit or any portion of the Property on which, or as to which, such violation exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, personal property or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. In such event, neither the Association, nor the Board members, officers, employees or agents thereof, shall thereby be deemed guilty in any manner of trespass or liable for damages, provided, however, that where the violation involves an improvement located within the boundaries of a Unit, judicial proceedings shall be instituted before such improvement may be altered or demolished.

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b. Involuntary Sale. The power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use and control his or her Unit, and thereupon an action may be filed by the Association against said defaulting Unit Owner for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him or her on account of said violation and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, attorneys' fees and all other expenses of the proceedings and sale, and all such items shall be taxed to such defaulting Unit Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other Common Expenses due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser of the Unit thereupon shall be entitled to a deed to the Unit and to immediate possession of the Unit and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Unit so purchased subject to the Condominium Instruments, as amended from time to time.

c. Fines. The power to levy a single or continuing fine (including, without limitation, daily fines). The Association shall not impose a fine unless (i) it has first provided to the Unit Owner alleged to have violated any provision of the Act, this Amended and Restated Declaration, the Bylaws, the Rules and Regulations or resolutions of the Association notice and an opportunity for a violation hearing before the Board or a duly authorized commission; and (ii) the Board shall have determined such allegations to be true.

d. Eviction. The right to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner prescribed by the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, as amended from time to time.

e. Other Remedies. The right to prosecute any action or other proceedings, either at law or in equity, against such defaulting Unit Owner and others for enforcement or foreclosure of the Association's lien, the appointment of a receiver for the Unit, money damages, injunction, specific performance, and any other relief.

f. Costs and Expenses. Any and all costs and expenses incurred by the Association in connection with or attributable to a violation and/or the exercise of its authority as granted in this Paragraph, including, but not limited to, court costs, Recording fees, attorneys' fees, title company charges, management company charges, and other costs of labor and materials, shall be paid by the Unit Owner in violation and/or to whom the act or omission giving rise to enforcement is

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attributable and, until paid by such Unit Owner, shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

g. Cumulative Remedies. Any and all rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. No terms, obligations, covenants, conditions, restrictions, liens, charges or provisions imposed hereby or contained herein shall be deemed abrogated, abandoned or waived by any failure to enforce or delay in enforcing them, no matter how many violations or breaches may occur and regardless of any delays in enforcement.

41. Rights and Obligations of Mortgagees.

a. Approval of Mortgagees. The prior written approval of all holders of first mortgages on the Units is required for the following:

- (i) Removal of the Property from the provisions of the Act, except for removal provided by law in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) Any amendment which would change the percentage interests of the Unit Owners (except as may be authorized by Section 26 or Section 31 of the Act);
- (iii) The effectuation of any decision by the Association to terminate professional management and assume self-management of the Property; or
- (iv) Any amendment to this Paragraph 41 or to any other provision in this Amended and Restated Declaration which specifically grants rights to the holders of first mortgages on the Units.

b. Additional Mortgagee Rights. Any holder of a first mortgage on a Unit will, upon written request, be entitled to (a) inspect the books and records relating to the Property during normal business hours, upon reasonable notice; (b) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to the Unit Owners; (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (d) notice of any default in any Unit Owner's obligation hereunder not cured within thirty (30) days after notice of default has been sent to the Unit Owner by the Association; (e) notice of any material amendment to this Amended and Restated Declaration or the Articles of Incorporation. However, failure of the Association to provide any of the foregoing to a mortgagee who has requested

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same shall not affect the validity of any action or decision which is related to the foregoing.

c. Notice to Mortgagees. Upon written request to the Association, the holder of a first mortgage on a Unit will be entitled to timely written notice in the event of any substantial damage to or destruction of that Unit or any part of the Common Elements or if such Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority. No Owner of a Unit or other party shall be entitled to priority over such mortgage holder with respect to the distribution to or with respect to such Unit of any insurance proceeds of any such condemnation award or settlement.

d. Duty to Pay Assessments. The purchaser of a Unit at a judicial foreclosure sale, or a mortgagee who receives title to a Unit by deed in lieu of foreclosure or judgment by common law strict foreclosure or otherwise takes possession pursuant to court order under the Illinois Mortgage Foreclosure Law, shall have the duty to pay the Unit's proportionate share of the Common Expenses for the Unit assessed from and after the first (1st) day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure, or taking of possession pursuant to such court order. Such payment confirms the extinguishment of any lien created by virtue of the failure or refusal of a prior Unit Owner to make payment of Common Expenses, where the judicial foreclosure sale has been confirmed by order of the court, a deed in lieu thereof has been accepted by the lender, or a consent judgment has been entered by the court. The purchaser of a Unit at a judicial foreclosure sale, other than a mortgagee, who takes possession of a Unit pursuant to a court order or a purchaser who acquires title from a mortgagee shall have the duty to pay the proportionate share, if any, of the Common Expenses (including, without limitation, any legal fees) for the Unit which would have become due in the absence of any assessment acceleration during the six (6) months immediately preceding institution of an action to enforce the collection of assessments, and which remain unpaid by the Unit Owner during whose possession the assessments accrued. If the outstanding assessments are paid at any time during any action to enforce the collection of assessments, the purchaser shall have no obligation to pay any assessments which accrued before he or she acquired title. The statement of assessment account issued by the Association to a Unit Owner under Subsection 18(i) of the Act, and the disclosure statement issued to a prospective purchaser under Section 22.1 of the Act, shall state the amount of the assessments and the legal fees, if any, required hereunder.

e. Mortgagee Rights Conferred by Law. The provisions hereof are in addition to all other rights of mortgagees herein contained or under law.

42. Severability. The invalidity of any restriction hereby imposed or of any provision hereof or of any part of such restriction or provision shall not impair or affect in

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any manner the validity, enforceability or effect of the remainder of this Amended and Restated Declaration. All of the terms hereof are hereby declared to be severable.

43. Construction. The provisions of this Amended and Restated Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations and the resolutions of the Association shall be liberally construed to effectuate their purpose of creating a uniform plan for the administration and operation of a first-class residential condominium development.

44. Board Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property or any question of interpretation or application of the provisions of this Amended and Restated Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations and the resolutions of the Association, the determination by the Board shall be final and binding on each and all of such Unit Owners.

45. Captions. The Paragraph headings herein are intended for convenience only and shall not be construed with any substantive effect.

46. Grantees. Each grantee, purchaser under articles of agreement for deed, mortgagee, tenant under a lease and any other Person having at any time any interest or estate in the Property accepts the same subject to all covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are hereby granted, created, reserved or declared, the Bylaws, the Articles of Incorporation, the Rules and Regulations and the resolutions of the Association, and the jurisdiction, rights and powers created or reserved by the provisions of the Act, all as at any time amended. All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are hereby granted, created, reserved or declared in this Amended and Restated Declaration and the other Condominium Instruments shall be deemed and taken to be covenants running with the land, perpetually and in full force and effect, and shall bind and inure to the benefit of each grantee, contract purchaser, mortgagee, tenant or other Person having at any time an interest or estate in the Property in like manner as though the provisions of the Condominium Instruments were recited and stipulated at length in each and every deed of conveyance, installment contract, lease, mortgage, trust deed or other instrument evidencing such interest or estate in the Property.

47. Perpetuities and Restraints on Alienation. If and to the extent that any of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges created by this Amended and Restated Declaration would otherwise be unlawful, void or voidable for violation of (a) the rule against perpetuities; (b) the rule restricting restraints on alienation; or (c) any other applicable statutes or common law rules analogous thereto or otherwise imposing limitations upon the time such covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges may be valid, then the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges at issue shall continue and

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endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of the President of the United States in office at the time of Recording of this Amended and Restated Declaration who are living at the time of Recording of this Amended and Restated Declaration.

48. Land Trustee or other Entity as Unit Owner.

a. In the event title to any Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, liens and other charges made hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Amended and Restated Declaration against such Unit. No claim shall be made against any such title holding trustee personally for the 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 assessments, liens and charges shall continue to be obligations or liens upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.

b. Upon the conveyance of title to any Unit to a title holding trust, corporation, partnership, limited liability company or other legal entity capable of holding title to real property, unless otherwise expressly agreed by the Association in the Board's sole discretion, the names and residence addresses of all trustees, co-trustees and beneficiaries of a trust, all shareholders of a corporation, all partners in a partnership, all members of a limited liability company, or all other persons having an equity interest in such other entity shall be disclosed to the Association. Such obligation to furnish information shall be of a continuing nature and shall include the obligation to provide the Association with written notice of any changes in such information within fourteen (14) days of such changes.

49. Amendment. The provisions of this Amended and Restated Declaration may be amended, changed, modified, enlarged or rescinded by a written instrument setting forth such amendment, change, modification, enlargement or rescission signed by the Unit Owners having at least two-thirds (2/3) of the total vote and containing a certification by an officer of the Association certifying that said instrument was duly approved as aforesaid. Any amendment, change, modification, enlargement or rescission shall be effective upon Recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. No provision in this Amended and Restated Declaration may be amended, changed, modified, enlarged or rescinded so as to conflict with the provisions of the Act.

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This Amended and Restated Declaration of Condominium Ownership for Manorhomes of Somerset Park Condominium No. 1 shall become effective upon Recordation in the office of the Recorder of Deeds of Cook County, Illinois.

Property of Cook County Clerk's Office



[Signatures contained on following pages.]

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This Amended and Restated Declaration of Condominium Ownership for Manorhomes of Somerset Park Condominium No. 1 has been approved and executed by not less than two-thirds (2/3) of the members of the Board of Managers of Manorhomes of Somerset Park Condominium No. 1 Association, an Illinois not-for-profit corporation, in the exercise of the power and authority conferred upon and vested in the Association and its Board of Managers. The signatories hereby represent and warrant that they possess full power and authority to execute this instrument.

IN WITNESS WHEREOF, the undersigned duly elected officers of Manorhomes of Somerset Park Condominium No. 1 Association, an Illinois not-for-profit corporation, have duly executed this Amended and Restated Declaration of Condominium Ownership for Manorhomes of Somerset Park Condominium No. 1 on this 13 day of MARCH, 2015.

**MANORHOMES OF SOMERSET PARK
CONDOMINIUM NO. 1 ASSOCIATION,
AN ILLINOIS NOT-FOR-PROFIT
CORPORATION**

By: [Signature]
President

Attest: [Signature]
Secretary

APPROVED AND EXECUTED BY:

<u>[Signature]</u>	<u>Treasurer</u>
<u>[Signature]</u>	<u>Secretary</u>
<u>[Signature] PRESIDENT</u>	

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

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STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, ROBERT WATERMAN, hereby certify that I am the duly elected and qualified Secretary of Manorhomes of Somerset Park Condominium No. 1 Association, an Illinois not-for-profit corporation, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration of Condominium Ownership for Manorhomes of Somerset Park Condominium No. 1 was approved by not less than two-thirds (2/3) of all of the members of the Board of Managers as evidenced by their signatures and those of the stated officers and that either no petition was submitted by the Unit Owners for a meeting to consider the Board action approving the Amended and Restated Declaration or such action was ratified.

Robert Waterman
 Secretary

Dated at Orland Park, Illinois, this 5/13/15 day
 of March, 2015

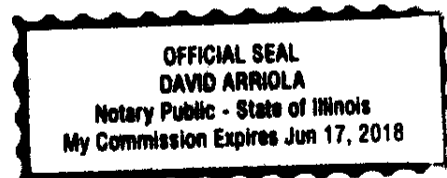
STATE OF ILLINOIS)
) ss.
 COUNTY OF Cook)

I, David Arriola, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid officer of Manorhomes of Somerset Park Condominium No. 1 Association, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she signed, sealed and delivered the same instrument as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 13 day
 of March, 2015.

David Arriola
 Notary Public

My commission expires:



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EXHIBIT "A"

LEGAL DESCRIPTION

THE FOLLOWING UNITS, TOGETHER WITH THEIR RESPECTIVE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN THE MANORHOMES OF SOMERSET PARK CONDOMINIUM NO. 1, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 25280578, AS AMENDED FROM TIME TO TIME AND AMENDED AND RESTATED IN DOCUMENT NUMBER 0624839049, IN THE SOUTH HALF OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNIT	P.I.N.	STREET ADDRESS
17	27-10-400-042-1001	9101 SANDPIPER COURT, ORLAND PARK, IL 60462
18	27-10-400-042-1002	9103 SANDPIPER COURT, ORLAND PARK, IL 60462
19	27-10-400-042-1003	9105 SANDPIPER COURT, ORLAND PARK, IL 60462
20	27-10-400-042-1004	9107 SANDPIPER COURT, ORLAND PARK, IL 60462
21	27-10-400-042-1005	9111 SANDPIPER COURT, ORLAND PARK, IL 60462
22	27-10-400-042-1006	9113 SANDPIPER COURT, ORLAND PARK, IL 60462
23	27-10-400-042-1007	9115 SANDPIPER COURT, ORLAND PARK, IL 60462
24	27-10-400-042-1008	9117 SANDPIPER COURT, ORLAND PARK, IL 60462
25	27-10-400-042-1009	9121 SANDPIPER COURT, ORLAND PARK, IL 60462
26	27-10-400-042-1010	9123 SANDPIPER COURT, ORLAND PARK, IL 60462
27	27-10-400-042-1011	9125 SANDPIPER COURT, ORLAND PARK, IL 60462
28	27-10-400-042-1012	9127 SANDPIPER COURT, ORLAND PARK, IL 60462
29	27-10-400-042-1013	9131 SANDPIPER COURT, ORLAND PARK, IL 60462
30	27-10-400-042-1014	9133 SANDPIPER COURT, ORLAND PARK, IL 60462
31	27-10-400-042-1015	9135 SANDPIPER COURT, ORLAND PARK, IL 60462
32	27-10-400-042-1016	9137 SANDPIPER COURT, ORLAND PARK, IL 60462
33	27-10-400-042-1017	9141 SANDPIPER COURT, ORLAND PARK, IL 60462
34	27-10-400-042-1018	9143 SANDPIPER COURT, ORLAND PARK, IL 60462
35	27-10-400-042-1019	9145 SANDPIPER COURT, ORLAND PARK, IL 60462
36	27-10-400-042-1020	9147 SANDPIPER COURT, ORLAND PARK, IL 60462
37	27-10-400-042-1021	9152 SANDPIPER COURT, ORLAND PARK, IL 60462
38	27-10-400-042-1022	9154 SANDPIPER COURT, ORLAND PARK, IL 60462
39	27-10-400-042-1023	9156 SANDPIPER COURT, ORLAND PARK, IL 60462
40	27-10-400-042-1024	9158 SANDPIPER COURT, ORLAND PARK, IL 60462
41	27-10-400-042-1025	9142 SANDPIPER COURT, ORLAND PARK, IL 60462
42	27-10-400-042-1026	9144 SANDPIPER COURT, ORLAND PARK, IL 60462
43	27-10-400-042-1027	9146 SANDPIPER COURT, ORLAND PARK, IL 60462
44	27-10-400-042-1028	9148 SANDPIPER COURT, ORLAND PARK, IL 60462
45	27-10-400-042-1029	9132 SANDPIPER COURT, ORLAND PARK, IL 60462
46	27-10-400-042-1030	9134 SANDPIPER COURT, ORLAND PARK, IL 60462
47	27-10-400-042-1031	9136 SANDPIPER COURT, ORLAND PARK, IL 60462
48	27-10-400-042-1032	9138 SANDPIPER COURT, ORLAND PARK, IL 60462
49	27-10-400-042-1033	9122 SANDPIPER COURT, ORLAND PARK, IL 60462

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UNIT	P.I.N.	STREET ADDRESS
50	27-10-400-042-1034	9124 SANDPIPER COURT, ORLAND PARK, IL 60462
51	27-10-400-042-1035	9126 SANDPIPER COURT, ORLAND PARK, IL 60462
52	27-10-400-042-1036	9128 SANDPIPER COURT, ORLAND PARK, IL 60462
53	27-10-400-042-1037	9121 FAIRMONT COURT, ORLAND PARK, IL 60462
54	27-10-400-042-1038	9123 FAIRMONT COURT, ORLAND PARK, IL 60462
55	27-10-400-042-1039	9125 FAIRMONT COURT, ORLAND PARK, IL 60462
56	27-10-400-042-1040	9127 FAIRMONT COURT, ORLAND PARK, IL 60462
57	27-10-400-042-1041	9131 FAIRMONT COURT, ORLAND PARK, IL 60462
58	27-10-400-042-1042	9133 FAIRMONT COURT, ORLAND PARK, IL 60462
59	27-10-400-042-1043	9135 FAIRMONT COURT, ORLAND PARK, IL 60462
60	27-10-400-042-1044	9137 FAIRMONT COURT, ORLAND PARK, IL 60462
61	27-10-400-042-1045	9141 FAIRMONT COURT, ORLAND PARK, IL 60462
62	27-10-400-042-1046	9143 FAIRMONT COURT, ORLAND PARK, IL 60462
63	27-10-400-042-1047	9145 FAIRMONT COURT, ORLAND PARK, IL 60462
64	27-10-400-042-1048	9147 FAIRMONT COURT, ORLAND PARK, IL 60462
65	27-10-400-042-1049	9151 FAIRMONT COURT, ORLAND PARK, IL 60462
66	27-10-400-042-1050	9153 FAIRMONT COURT, ORLAND PARK, IL 60462
67	27-10-400-042-1051	9155 FAIRMONT COURT, ORLAND PARK, IL 60462
68	27-10-400-042-1052	9157 FAIRMONT COURT, ORLAND PARK, IL 60462
69	27-10-400-042-1053	9161 FAIRMONT COURT, ORLAND PARK, IL 60462
70	27-10-400-042-1054	9163 FAIRMONT COURT, ORLAND PARK, IL 60462
71	27-10-400-042-1055	9165 FAIRMONT COURT, ORLAND PARK, IL 60462
72	27-10-400-042-1056	9167 FAIRMONT COURT, ORLAND PARK, IL 60462
73	27-10-400-042-1057	9132 FAIRMONT COURT, ORLAND PARK, IL 60462
74	27-10-400-042-1058	9134 FAIRMONT COURT, ORLAND PARK, IL 60462
75	27-10-400-042-1059	9136 FAIRMONT COURT, ORLAND PARK, IL 60462
76	27-10-400-042-1060	9138 FAIRMONT COURT, ORLAND PARK, IL 60462
77	27-10-400-042-1061	9122 FAIRMONT COURT, ORLAND PARK, IL 60462
78	27-10-400-042-1062	9124 FAIRMONT COURT, ORLAND PARK, IL 60462
79	27-10-400-042-1063	9126 FAIRMONT COURT, ORLAND PARK, IL 60462
80	27-10-400-042-1064	9128 FAIRMONT COURT, ORLAND PARK, IL 60462
81	27-10-400-042-1065	9121 SUTTON COURT, ORLAND PARK, IL 60462
82	27-10-400-042-1066	9123 SUTTON COURT, ORLAND PARK, IL 60462
83	27-10-400-042-1067	9125 SUTTON COURT, ORLAND PARK, IL 60462
84	27-10-400-042-1068	9127 SUTTON COURT, ORLAND PARK, IL 60462
89	27-10-400-042-1069	9141 SUTTON COURT, ORLAND PARK, IL 60462
90	27-10-400-042-1070	9143 SUTTON COURT, ORLAND PARK, IL 60462
91	27-10-400-042-1071	9145 SUTTON COURT, ORLAND PARK, IL 60462
92	27-10-400-042-1072	9147 SUTTON COURT, ORLAND PARK, IL 60462
85	27-10-400-042-1073	9131 SUTTON COURT, ORLAND PARK, IL 60462
86	27-10-400-042-1074	9133 SUTTON COURT, ORLAND PARK, IL 60462
87	27-10-400-042-1075	9137 SUTTON COURT, ORLAND PARK, IL 60462
88	27-10-400-042-1076	9137 SUTTON COURT, ORLAND PARK, IL 60462
93	27-10-400-042-1077	9151 SUTTON COURT, ORLAND PARK, IL 60462
94	27-10-400-042-1078	9153 SUTTON COURT, ORLAND PARK, IL 60462
95	27-10-400-042-1079	9155 SUTTON COURT, ORLAND PARK, IL 60462
96	27-10-400-042-1080	9157 SUTTON COURT, ORLAND PARK, IL 60462

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UNIT	P.I.N.	STREET ADDRESS
97	27-10-400-042-1081	9161 SUTTON COURT, ORLAND PARK, IL 60462
98	27-10-400-042-1082	9163 SUTTON COURT, ORLAND PARK, IL 60462
99	27-10-400-042-1083	9165 SUTTON COURT, ORLAND PARK, IL 60462
100	27-10-400-042-1084	9167 SUTTON COURT, ORLAND PARK, IL 60462
101	27-10-400-042-1085	9132 SUTTON COURT, ORLAND PARK, IL 60462
102	27-10-400-042-1086	9134 SUTTON COURT, ORLAND PARK, IL 60462
103	27-10-400-042-1087	9136 SUTTON COURT, ORLAND PARK, IL 60462
104	27-10-400-042-1088	9138 SUTTON COURT, ORLAND PARK, IL 60462
105	27-10-400-042-1089	9122 SUTTON COURT, ORLAND PARK, IL 60462
106	27-10-400-042-1090	9124 SUTTON COURT, ORLAND PARK, IL 60462
107	27-10-400-042-1091	9126 SUTTON COURT, ORLAND PARK, IL 60462
108	27-10-400-042-1092	9128 SUTTON COURT, ORLAND PARK, IL 60462
109	27-10-400-042-1093	9122 CLAIRMONT COURT, ORLAND PARK, IL 60462
110	27-10-400-042-1094	9124 CLAIRMONT COURT, ORLAND PARK, IL 60462
111	27-10-400-042-1095	9126 CLAIRMONT COURT, ORLAND PARK, IL 60462
112	27-10-400-042-1096	9128 CLAIRMONT COURT, ORLAND PARK, IL 60462
113	27-10-400-042-1097	9132 CLAIRMONT COURT, ORLAND PARK, IL 60462
114	27-10-400-042-1098	9134 CLAIRMONT COURT, ORLAND PARK, IL 60462
115	27-10-400-042-1099	9136 CLAIRMONT COURT, ORLAND PARK, IL 60462
116	27-10-400-042-1100	9138 CLAIRMONT COURT, ORLAND PARK, IL 60462
117	27-10-400-042-1101	9142 CLAIRMONT COURT, ORLAND PARK, IL 60462
118	27-10-400-042-1102	9144 CLAIRMONT COURT, ORLAND PARK, IL 60462
119	27-10-400-042-1103	9146 CLAIRMONT COURT, ORLAND PARK, IL 60462
120	27-10-400-042-1104	9148 CLAIRMONT COURT, ORLAND PARK, IL 60462
121	27-10-400-042-1105	9152 CLAIRMONT COURT, ORLAND PARK, IL 60462
122	27-10-400-042-1106	9154 CLAIRMONT COURT, ORLAND PARK, IL 60462
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124	27-10-400-042-1108	9158 CLAIRMONT COURT, ORLAND PARK, IL 60462
125	27-10-400-042-1109	9162 CLAIRMONT COURT, ORLAND PARK, IL 60462
126	27-10-400-042-1110	9164 CLAIRMONT COURT, ORLAND PARK, IL 60462
127	27-10-400-042-1111	9166 CLAIRMONT COURT, ORLAND PARK, IL 60462
128	27-10-400-042-1112	9168 CLAIRMONT COURT, ORLAND PARK, IL 60462
129	27-10-400-042-1113	9201 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
130	27-10-400-042-1114	9203 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
131	27-10-400-042-1115	9205 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
132	27-10-400-042-1116	9207 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
133	27-10-400-042-1117	9211 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
134	27-10-400-042-1118	9213 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
135	27-10-400-042-1119	9215 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
136	27-10-400-042-1120	9217 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
137	27-10-400-042-1121	9221 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
138	27-10-400-042-1122	9223 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
139	27-10-400-042-1123	9225 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
140	27-10-400-042-1124	9227 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
141	27-10-400-042-1125	9231 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
142	27-10-400-042-1126	9233 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
143	27-10-400-042-1127	9235 MONTGOMERY DRIVE, ORLAND PARK, IL 60462

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UNIT	P.I.N.	STREET ADDRESS
144	27-10-400-042-1128	9237 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
145	27-10-400-042-1129	9241 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
146	27-10-400-042-1130	9243 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
147	27-10-400-042-1131	9245 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
148	27-10-400-042-1132	9247 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
149	27-10-400-042-1133	9251 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
150	27-10-400-042-1134	9253 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
151	27-10-400-042-1135	9255 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
152	27-10-400-042-1136	9257 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
153	27-10-400-042-1137	9301 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
154	27-10-400-042-1138	9303 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
155	27-10-400-042-1139	9305 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
156	27-10-400-042-1140	9307 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
157	27-10-400-042-1141	9311 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
158	27-10-400-042-1142	9313 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
159	27-10-400-042-1143	9315 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
160	27-10-400-042-1144	9317 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
161	27-10-400-042-1145	9302 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
162	27-10-400-042-1146	9304 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
163	27-10-400-042-1147	9306 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
164	27-10-400-042-1148	9308 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
165	27-10-400-042-1149	9312 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
166	27-10-400-042-1150	9314 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
167	27-10-400-042-1151	9316 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
168	27-10-400-042-1152	9318 MONTGOMERY DRIVE, ORLAND PARK, IL 60462
1	27-10-400-042-1153	9025 SOMERSET COURT, ORLAND PARK, IL 60462
2	27-10-400-042-1154	9027 SOMERSET COURT, ORLAND PARK, IL 60462
3	27-10-400-042-1155	9029 SOMERSET COURT, ORLAND PARK, IL 60462
4	27-10-400-042-1156	9031 SOMERSET COURT, ORLAND PARK, IL 60462
13	27-10-400-042-1157	9055 SOMERSET COURT, ORLAND PARK, IL 60462
14	27-10-400-042-1158	9057 SOMERSET COURT, ORLAND PARK, IL 60462
15	27-10-400-042-1159	9059 SOMERSET COURT, ORLAND PARK, IL 60462
16	27-10-400-042-1160	9061 SOMERSET COURT, ORLAND PARK, IL 60462

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EXHIBIT "B"

PERCENTAGES OF OWNERSHIP INTEREST IN COMMON ELEMENTS

UNIT	P.I.N.	STREET ADDRESS	% OWNERSHIP
17	27-10-400-042-1001	9101 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
18	27-10-400-042-1002	9103 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
19	27-10-400-042-1003	9105 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
20	27-10-400-042-1004	9107 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
21	27-10-400-042-1005	9111 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
22	27-10-400-042-1006	9113 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
23	27-10-400-042-1007	9115 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
24	27-10-400-042-1008	9117 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
25	27-10-400-042-1009	9121 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
26	27-10-400-042-1010	9123 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
27	27-10-400-042-1011	9125 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
28	27-10-400-042-1012	9127 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
29	27-10-400-042-1013	9131 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
30	27-10-400-042-1014	9133 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
31	27-10-400-042-1015	9135 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
32	27-10-400-042-1016	9137 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
33	27-10-400-042-1017	9141 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
34	27-10-400-042-1018	9143 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
35	27-10-400-042-1019	9145 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
36	27-10-400-042-1020	9147 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
37	27-10-400-042-1021	9152 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
38	27-10-400-042-1022	9154 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
39	27-10-400-042-1023	9156 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
40	27-10-400-042-1024	9158 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
41	27-10-400-042-1025	9142 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
42	27-10-400-042-1026	9144 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
43	27-10-400-042-1027	9146 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
44	27-10-400-042-1028	9148 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
45	27-10-400-042-1029	9132 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
46	27-10-400-042-1030	9134 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
47	27-10-400-042-1031	9136 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
48	27-10-400-042-1032	9138 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
49	27-10-400-042-1033	9122 SANDPIPER COURT, ORLAND PARK, IL 60462	0.58
50	27-10-400-042-1034	9124 SANDPIPER COURT, ORLAND PARK, IL 60462	0.65
51	27-10-400-042-1035	9126 SANDPIPER COURT, ORLAND PARK, IL 60462	0.60
52	27-10-400-042-1036	9128 SANDPIPER COURT, ORLAND PARK, IL 60462	0.67
53	27-10-400-042-1037	9121 FAIRMONT COURT, ORLAND PARK, IL 60462	0.58
54	27-10-400-042-1038	9123 FAIRMONT COURT, ORLAND PARK, IL 60462	0.65
55	27-10-400-042-1039	9125 FAIRMONT COURT, ORLAND PARK, IL 60462	0.60
56	27-10-400-042-1040	9127 FAIRMONT COURT, ORLAND PARK, IL 60462	0.67
57	27-10-400-042-1041	9131 FAIRMONT COURT, ORLAND PARK, IL 60462	0.58
58	27-10-400-042-1042	9133 FAIRMONT COURT, ORLAND PARK, IL 60462	0.65
59	27-10-400-042-1043	9135 FAIRMONT COURT, ORLAND PARK, IL 60462	0.60

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UNIT	P.I.N.	STREET ADDRESS	% OWNERSHIP
60	27-10-400-042-1044	9137 FAIRMONT COURT, ORLAND PARK, IL 60462	0.67
61	27-10-400-042-1045	9141 FAIRMONT COURT, ORLAND PARK, IL 60462	0.58
62	27-10-400-042-1046	9143 FAIRMONT COURT, ORLAND PARK, IL 60462	0.65
63	27-10-400-042-1047	9145 FAIRMONT COURT, ORLAND PARK, IL 60462	0.60
64	27-10-400-042-1048	9147 FAIRMONT COURT, ORLAND PARK, IL 60462	0.67
65	27-10-400-042-1049	9151 FAIRMONT COURT, ORLAND PARK, IL 60462	0.58
66	27-10-400-042-1050	9153 FAIRMONT COURT, ORLAND PARK, IL 60462	0.65
67	27-10-400-042-1051	9155 FAIRMONT COURT, ORLAND PARK, IL 60462	0.60
68	27-10-400-042-1052	9157 FAIRMONT COURT, ORLAND PARK, IL 60462	0.67
69	27-10-400-042-1053	9161 FAIRMONT COURT, ORLAND PARK, IL 60462	0.58
70	27-10-400-042-1054	9163 FAIRMONT COURT, ORLAND PARK, IL 60462	0.65
71	27-10-400-042-1055	9165 FAIRMONT COURT, ORLAND PARK, IL 60462	0.60
72	27-10-400-042-1056	9167 FAIRMONT COURT, ORLAND PARK, IL 60462	0.67
73	27-10-400-042-1057	9132 FAIRMONT COURT, ORLAND PARK, IL 60462	0.58
74	27-10-400-042-1058	9134 FAIRMONT COURT, ORLAND PARK, IL 60462	0.65
75	27-10-400-042-1059	9136 FAIRMONT COURT, ORLAND PARK, IL 60462	0.60
76	27-10-400-042-1060	9138 FAIRMONT COURT, ORLAND PARK, IL 60462	0.67
77	27-10-400-042-1061	9122 FAIRMONT COURT, ORLAND PARK, IL 60462	0.58
78	27-10-400-042-1062	9124 FAIRMONT COURT, ORLAND PARK, IL 60462	0.65
79	27-10-400-042-1063	9126 FAIRMONT COURT, ORLAND PARK, IL 60462	0.60
80	27-10-400-042-1064	9128 FAIRMONT COURT, ORLAND PARK, IL 60462	0.67
81	27-10-400-042-1065	9121 SUTTON COURT, ORLAND PARK, IL 60462	0.58
82	27-10-400-042-1066	9123 SUTTON COURT, ORLAND PARK, IL 60462	0.65
83	27-10-400-042-1067	9125 SUTTON COURT, ORLAND PARK, IL 60462	0.60
84	27-10-400-042-1068	9127 SUTTON COURT, ORLAND PARK, IL 60462	0.67
89	27-10-400-042-1069	9141 SUTTON COURT, ORLAND PARK, IL 60462	0.58
90	27-10-400-042-1070	9143 SUTTON COURT, ORLAND PARK, IL 60462	0.65
91	27-10-400-042-1071	9145 SUTTON COURT, ORLAND PARK, IL 60462	0.60
92	27-10-400-042-1072	9147 SUTTON COURT, ORLAND PARK, IL 60462	0.67
85	27-10-400-042-1073	9131 SUTTON COURT, ORLAND PARK, IL 60462	0.58
86	27-10-400-042-1074	9133 SUTTON COURT, ORLAND PARK, IL 60462	0.65
87	27-10-400-042-1075	9137 SUTTON COURT, ORLAND PARK, IL 60462	0.60
88	27-10-400-042-1076	9137 SUTTON COURT, ORLAND PARK, IL 60462	0.67
93	27-10-400-042-1077	9151 SUTTON COURT, ORLAND PARK, IL 60462	0.58
94	27-10-400-042-1078	9153 SUTTON COURT, ORLAND PARK, IL 60462	0.65
95	27-10-400-042-1079	9155 SUTTON COURT, ORLAND PARK, IL 60462	0.60
96	27-10-400-042-1080	9157 SUTTON COURT, ORLAND PARK, IL 60462	0.67
97	27-10-400-042-1081	9161 SUTTON COURT, ORLAND PARK, IL 60462	0.58
98	27-10-400-042-1082	9163 SUTTON COURT, ORLAND PARK, IL 60462	0.65
99	27-10-400-042-1083	9165 SUTTON COURT, ORLAND PARK, IL 60462	0.60
100	27-10-400-042-1084	9167 SUTTON COURT, ORLAND PARK, IL 60462	0.67
101	27-10-400-042-1085	9132 SUTTON COURT, ORLAND PARK, IL 60462	0.58
102	27-10-400-042-1086	9134 SUTTON COURT, ORLAND PARK, IL 60462	0.65
103	27-10-400-042-1087	9136 SUTTON COURT, ORLAND PARK, IL 60462	0.60
104	27-10-400-042-1088	9138 SUTTON COURT, ORLAND PARK, IL 60462	0.67
105	27-10-400-042-1089	9122 SUTTON COURT, ORLAND PARK, IL 60462	0.58
106	27-10-400-042-1090	9124 SUTTON COURT, ORLAND PARK, IL 60462	0.65

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UNIT	P.I.N.	STREET ADDRESS	% OWNERSHIP
107	27-10-400-042-1091	9126 SUTTON COURT, ORLAND PARK, IL 60462	0.60
108	27-10-400-042-1092	9128 SUTTON COURT, ORLAND PARK, IL 60462	0.67
109	27-10-400-042-1093	9122 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.58
110	27-10-400-042-1094	9124 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.65
111	27-10-400-042-1095	9126 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.60
112	27-10-400-042-1096	9128 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.67
113	27-10-400-042-1097	9132 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.58
114	27-10-400-042-1098	9134 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.65
115	27-10-400-042-1099	9136 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.60
116	27-10-400-042-1100	9138 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.67
117	27-10-400-042-1101	9142 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.58
118	27-10-400-042-1102	9144 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.65
119	27-10-400-042-1103	9146 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.60
120	27-10-400-042-1104	9148 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.67
121	27-10-400-042-1105	9152 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.58
122	27-10-400-042-1106	9154 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.65
123	27-10-400-042-1107	9156 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.60
124	27-10-400-042-1108	9158 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.67
125	27-10-400-042-1109	9162 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.58
126	27-10-400-042-1110	9164 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.65
127	27-10-400-042-1111	9166 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.60
128	27-10-400-042-1112	9168 CLAIRMONT COURT, ORLAND PARK, IL 60462	0.67
129	27-10-400-042-1113	9201 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
130	27-10-400-042-1114	9203 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
131	27-10-400-042-1115	9205 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
132	27-10-400-042-1116	9207 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
133	27-10-400-042-1117	9211 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
134	27-10-400-042-1118	9213 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
135	27-10-400-042-1119	9215 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
136	27-10-400-042-1120	9217 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
137	27-10-400-042-1121	9221 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
138	27-10-400-042-1122	9223 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
139	27-10-400-042-1123	9225 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
140	27-10-400-042-1124	9227 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
141	27-10-400-042-1125	9231 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
142	27-10-400-042-1126	9233 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
143	27-10-400-042-1127	9235 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
144	27-10-400-042-1128	9237 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
145	27-10-400-042-1129	9241 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
146	27-10-400-042-1130	9243 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
147	27-10-400-042-1131	9245 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
148	27-10-400-042-1132	9247 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
149	27-10-400-042-1133	9251 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
150	27-10-400-042-1134	9253 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
151	27-10-400-042-1135	9255 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
152	27-10-400-042-1136	9257 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
153	27-10-400-042-1137	9301 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58

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UNIT	P.I.N.	STREET ADDRESS	% OWNERSHIP
154	27-10-400-042-1138	9303 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
155	27-10-400-042-1139	9305 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
156	27-10-400-042-1140	9307 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
157	27-10-400-042-1141	9311 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
158	27-10-400-042-1142	9313 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
159	27-10-400-042-1143	9315 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
160	27-10-400-042-1144	9317 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
161	27-10-400-042-1145	9302 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
162	27-10-400-042-1146	9304 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
163	27-10-400-042-1147	9306 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
164	27-10-400-042-1148	9308 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
165	27-10-400-042-1149	9312 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.58
166	27-10-400-042-1150	9314 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.65
167	27-10-400-042-1151	9316 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.60
168	27-10-400-042-1152	9318 MONTGOMERY DRIVE, ORLAND PARK, IL 60462	0.67
1	27-10-400-042-1153	9025 SOMERSET COURT, ORLAND PARK, IL 60462	0.58
2	27-10-400-042-1154	9027 SOMERSET COURT, ORLAND PARK, IL 60462	0.65
3	27-10-400-042-1155	9029 SOMERSET COURT, ORLAND PARK, IL 60462	0.60
4	27-10-400-042-1156	9031 SOMERSET COURT, ORLAND PARK, IL 60462	0.67
13	27-10-400-042-1157	9055 SOMERSET COURT, ORLAND PARK, IL 60462	0.58
14	27-10-400-042-1158	9057 SOMERSET COURT, ORLAND PARK, IL 60462	0.65
15	27-10-400-042-1159	9059 SOMERSET COURT, ORLAND PARK, IL 60462	0.60
16	27-10-400-042-1160	9061 SOMERSET COURT, ORLAND PARK, IL 60462	0.67

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EXHIBIT "C"

BYLAWS FOR

MANORHOMES OF SOMERSET PARK CONDOMINIUM ASSOCIATION NO. 1

ARTICLE I

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board of Managers. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Illinois Condominium Property Act, as are now or may hereafter be granted by the Illinois General Not For Profit Corporation Act of 1986. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to perform every other act not inconsistent with applicable law that may be appropriate to promote and attain the purposes set forth in the Condominium Property Act, the Condominium Instruments and the Articles of Incorporation. All capitalized terms used but not defined herein that are defined in the Amended and Restated Declaration of Condominium Ownership for Manorhomes of Somerset Park Condominium No. 1 (sometimes herein referred to as the "Amended and Restated Declaration" or the "Declaration") shall have the same meaning as ascribed to such terms in said document.

ARTICLE II

Registered Agent and Office

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

ARTICLE III

Members

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

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provided herein.

Section 2. *Votes and Voting Rights.*

- a. The total number of votes of all Unit Owners shall be one hundred (100). Each Unit Owner shall be entitled to the number of votes equal to his or her percentage of ownership interest in the Common Elements (as defined in the Amended and Restated Declaration).
- b. If a Unit is owned by more than one Person, or if the Unit Owner is a trust, corporation, partnership or other legal entity, the voting rights with respect to such Unit shall not be divided but shall be exercised as if the Unit Owner consisted of only one Person in accordance with the proxy or other written designation made by the Persons constituting such Unit Owner. If only one of the Persons constituting such Unit Owner is present, he or she shall be entitled to cast the votes allocated to the Unit. If more than one of the Persons constituting such Unit Owner are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of such Persons. Agreement by a majority in interest of such Persons shall be deemed to exist if any of the Persons casts the votes allocated to such Unit without protest being made promptly to the individual presiding over the meeting by any other Persons constituting the Unit Owner. With respect to Units owned by a land trust, a living trust, or other legal entity, the trustee, officer, manager or other duly authorized agent of the entity may designate, in writing, a person to cast votes on behalf of the Unit Owner, and a designation shall remain in effect until a subsequent document is filed with the Association.
- c. Any specified percentage of the Unit Owners, whether a Majority or otherwise, for the purposes of voting or for any other purpose, wherever provided in the Condominium Instruments, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the condominium as provided in the Amended and Restated Declaration. When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes as provided herein, any percentage vote of the Unit Owners specified herein or in the Amended and Restated Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable. There are no garage units or storage units classified as Units located on the Property.

Section 3. *Installment Contracts.* Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit pursuant to an installment contract shall, during such times as he or she resides in the Unit, be counted toward a quorum for

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the purpose of election of members of the Board at any meeting of the Unit Owners called for the purpose of electing members of the Board and have the right to vote for the election of members of the Board and to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights. In no event may both the seller and purchaser be counted toward a quorum, be permitted to vote, or be elected to serve on the Board. Satisfactory evidence of the existence and terms of the installment contract as they relate to the subject matter of this Section shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of the Illinois Dwelling Unit Installment Contract Act, as amended from time to time.

ARTICLE IV Meetings of Unit Owners

Section 1. *Annual Meeting.*

- a. An annual meeting of the Unit Owners for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the third (3rd) Tuesday in September each year at 7:30 p.m., or at such other reasonable date or time (not more than thirty (30) days before or after such date) as may be designated in the meeting notice. If the election of members of the Board shall not be held when designated herein for any annual meeting or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Unit Owners called as soon thereafter as it conveniently may be held.
- b. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated and the Board does not express a preference in favor of any candidate.

Section 2. *Special Meetings.* Special meetings of the Unit Owners may be called by the Board, the President of the Association or not less than twenty percent (20%) of the Unit Owners. All matters to be considered at special meetings of the Unit Owners called by not less than twenty percent (20%) of the Unit Owners shall first be submitted in writing to the Board not less than fifteen (15) days before any proposed date of the special meeting of the Unit Owners called to consider such matters. Special meetings of the Unit Owners called by the Board, the President of the Association or not less than twenty percent (20%) of the Unit Owners shall be held at reasonable dates, times and places designated by the Board and stated in meeting notices prepared and Delivered by or at the direction of the Board.

Section 3. *Place and Time of Meetings.* All meetings of the Unit Owners shall take place at such reasonable dates, times and places in Cook County, Illinois, designated by

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the Board.

Section 4. *Notice of Meetings.* Written notice stating the date, time, place and purpose of any meeting of the Unit Owners shall be Delivered to each Unit Owner not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the Board. Without limiting the foregoing, notices of meetings of Unit Owners may be Delivered by Electronic Transmission consented to by the Unit Owners to whom the notices are Delivered, provided that an Association Board member, officer or other agent certifies in Writing to the Delivery by Electronic Transmission.

Section 5. *Quorum.* The Unit Owners present at a meeting in person or by proxy holding twenty percent (20%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting. Upon the adoption of appropriate Rules and Regulations by the Board allowing mail-in ballots and/or electronic voting, any votes cast by mail-in ballots or Acceptable Technological Means shall be counted for the purpose of establishing a quorum. Once a quorum is established, it shall be deemed present throughout the meeting.

Section 6. *Proxies.* Except for votes cast by mail-in ballots or Acceptable Technological Means, and except as otherwise required by applicable law, at any meeting of the Unit Owners, a Unit Owner entitled to vote may vote either in person or by proxy, executed in writing by the Unit Owner or by his or her duly authorized attorney-in-fact. All proxies must bear the date of execution. No proxy shall be valid after eleven (11) months from the date of its execution. Any proxy distributed by the Board for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owners the opportunity to express a preference for any of the known candidates for the Board or to write in a name. Proxies shall be revocable at any time by actual notice to the Board of the death or judicially-declared incompetence of the Unit Owner or by written notice to the Board by the Unit Owner. Proxies may be Delivered to the Board, the Association's community management firm or other duly authorized agents of the Association by Electronic Transmission or other Acceptable Technological Means, provided that the Board can establish to its satisfaction that such proxy was authorized by the Unit Owner.

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

- a. Merger or consolidation of the Association;
- b. Sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property and assets of the Association; and

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- c. The purchase and sale of land or Units on behalf of the Unit Owners.

Section 8. *Electronic Transmission.* The Board may adopt Rules and Regulations that expressly provide that a vote may be submitted by Electronic Transmission or other Acceptable Technological Means, provided that the Board can establish to its satisfaction that such vote was authorized by the Unit Owner.

ARTICLE V Board of Managers

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

Section 2. *Number, Tenure and Qualifications.* There shall be five (5) members of the Board. The terms of at least one-third (1/3) of the members of the Board shall expire annually. Each elected member of the Board shall serve for a term of two (2) years (or such number of years less than two (2) as is necessary to maintain a staggered two (2) year Board structure) and until his or her successor shall have been elected and qualified. Members of the Board shall be elected solely by, from and among the Unit Owners. All members of the Board shall be elected at large. Each member of the Board shall serve in his or her capacity as a Board member without compensation. Notwithstanding the foregoing, upon the presentation of receipts or other appropriate documentation, a Board member shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of his or her performance of his or her duties as a Board member. In the event that a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any 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 member of the Board. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself or herself in office. The Association, in the Board's sole discretion, shall have the right (but no affirmative obligation), to require that a member of or a candidate for the Board furnish documentation and/or other information adequately verifying that the Board member or candidate is eligible to serve on the Board. Such information may include, without limitation, true and correct copies of Recorded deeds, corporate share certificates, shareholder agreements, partnership agreements, operating agreements, trust agreements and/or resolutions. For the purposes of this Section, decisions regarding whether such verification is adequate shall be made by the Association in the Board's sole discretion.

Section 3. *Election.*

- a. At each annual meeting of the Unit Owners, the Unit Owners shall be entitled to elect Board members, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be

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elected. The election as between candidates receiving the same number of votes shall be determined by lot. Each Unit Owner shall be entitled to vote on a cumulative voting basis. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election.

- b. Upon adoption of appropriate Rules and Regulations by the Board, the election may be conducted by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot.
- c. Upon adoption of appropriate Rules and Regulations by the Board, any vote to elect members to the Board may be conducted by mail-in ballots or by any Acceptable Technological Means. When elections are conducted by such means, Unit Owners may not vote by proxy, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other delivery method authorized by the Board or the Rules and Regulations; or (iii) by Acceptable Technological Means as instructed by the Board or its designated agent. When an election is to be conducted by such means, to the extent applicable, ballots or instructions regarding the use of electronic means for voting shall be Delivered to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election. The Board under such circumstances shall give Unit Owners not less than twenty-one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. Such deadline shall be no more than seven (7) days before the ballots or instructions for voting using Acceptable Technological Means are distributed to Unit Owners. Every ballot or instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the Person casting the ballot or voting through Acceptable Technological Means the opportunity to cast votes for candidates whose names do not appear on the ballot. A Unit Owner who submits a vote by mail or using Acceptable Technological Means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Unit Owner.

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

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

Section 6. Notice of Board Meetings.

a. Written notice of any regular or special meeting of the Board shall be Delivered to all Board members at least forty-eight (48) hours before the date of such meeting, unless a Written waiver of such notice is signed by the Board member entitled to such notice. Copies of notices of all regular or special meetings of the Board shall be posted in entranceways or other conspicuous places on the Property designated by the Board at least forty-eight (48) hours before the meeting, except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more places in the proximity of these Units where the notices of meetings shall be posted. Notice of multiple Board meetings may be Delivered to the Board members, and subsequent notice of such Board meetings need not be Delivered unless any such Board meeting is rescheduled for a different date, time or place. The attendance of a Board member at any Board meeting shall constitute a waiver of notice of such meeting except where a Board member attends a Board 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 of such Board meeting, unless specifically required by law or the Condominium Instruments.

b. Notwithstanding the foregoing Section 6(a), notice of Board meetings concerning the adoption of (i) the proposed Annual Budget; (ii) regular assessments; or (iii) a separate or special assessment shall be Delivered giving Unit Owners not less than ten (10) and not more than thirty (30) days' notice of the date, time, place and purpose of such meeting, unless otherwise provided by law.

Section 7. *Quorum.* A Majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board, provided that if less than a quorum is present, a majority of the Board members present may adjourn the meeting from time to time without further notice.

Section 8. *Manner of Acting.* The act of a Majority of the members of the Board present at a meeting of the Board at which a quorum is present shall be the act of the Board, except when otherwise provided by law or in the Condominium Instruments. Members of the Board may participate in and act at any meeting of the Board through the use of a conference telephone or other communications equipment by means of which all Persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in Person at the meeting of the Person or Persons so participating.

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Section 9. *Vacancies.*

- a. Any vacancy occurring on the Board may be filled by the two-thirds (2/3) vote of the remaining members of the Board. A Unit Owner elected by the Board to fill a vacancy shall serve until the next annual meeting of the Unit Owners, provided that if a petition is filed with the Board signed by the Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member of the Board so elected by the Board shall terminate thirty (30) days after the filing of the petition, and a meeting of the Unit Owners for the purpose of filling such vacancy for such unexpired term shall be called no later than thirty (30) days following the filing of such petition.
- b. Members of the Board may resign at any time by written resignation Delivered to the Board, which resignation shall be effective upon receipt. If a Board member ceases to be a Unit Owner, he or she shall be deemed to have resigned as of the date of such cessation.

Section 10. *Removal.* Any member of the Board may be removed, with or without cause, from office by the affirmative vote of the Unit Owners holding at least two-thirds (2/3) of the total vote, at any annual meeting of the Unit Owners or special meeting of the Unit Owners called for such purpose. Any Board member whose removal has been proposed by the Unit Owners shall be given a reasonable opportunity to be heard at the special meeting of Unit Owners. The notice of the special meeting of Unit Owners shall state that the purpose of the special meeting is to vote upon the removal of one or more Board members named in the notice. Only the named Board member or members may be removed at such special meeting of Unit Owners.

Section 11. *Open Meetings.* All meetings of the Board, whether regular or special, shall be open to the Unit Owners, except for meetings or portions of meetings held:

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

Any vote on the above matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof

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required to be open by the Act or these Bylaws by tape, film or other means, subject to reasonable Rules and Regulations prescribed by the Board to govern the right to make such recordings. The Board may adopt reasonable Rules and Regulations governing the conduct of Unit Owners who attend Board meetings, and Unit Owners who do not comply with such Rules and Regulations may be removed from Board meetings.

Section 12. *Contracts.* The Association may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a Board member's immediate family has a twenty-five percent (25%) or more interest unless notice of intent to enter into the contract is Delivered to the Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For the purposes of this Section, a Board member's immediate family means the Board member's spouse, parents and children.

ARTICLE VI Officers

Section 1. *Officers.* The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers or other officers as the Board may deem appropriate.

Section 2. *Election and Term of Office.* The officers of the Association shall be elected annually by the Board at a Board meeting held after the annual meeting of the Unit Owners from among the members of the Board and shall hold office at the discretion of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. Vacancies in any officer position may be filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and qualified. An officer may succeed himself or herself in office. Officers shall serve without compensation, except as expressly provided by a resolution duly adopted by the affirmative vote of the Unit Owners having at least two-thirds (2/3) of the total vote.

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

Section 4. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term of the officer no longer serving. Officers may resign at any time by written resignation Delivered to the Board, which resignation shall be effective upon receipt.

Section 5. *President.* The President shall be the principal executive officer of the Association and shall in general supervise all of the business and affairs of the Association.

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The President shall preside at all meetings of the Unit Owners and of the Board. The President may sign any contracts or other instruments the Board has 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 from time to time.

Section 6. *Vice President.* In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents, in order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all of the restrictions on the President. Any Vice President shall perform such other duties as from time to time may be assigned by the Board.

Section 7. *Secretary.* The Secretary shall oversee the keeping of the minutes of the meetings of the Unit Owners and of the Board, oversee the Delivery and receipt of notices on behalf of the Association, together with the President execute on behalf of the Association documents as required or permitted by the Amended and Restated Declaration, these Bylaws, the Act or other applicable law, oversee the custody of the records of the Association and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Board.

Section 8. *Treasurer.* The Treasurer shall oversee custody of all funds of the Association and the keeping of full and accurate accounts of all receipts and disbursements in the Association's books of account kept for such purpose, oversee the receipt of money due and payable to the Association, oversee the deposit of all such money in the name of the Association in those banks or other depositories as shall be selected in accordance with the provisions of these Bylaws and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the Board.

ARTICLE VII

Powers and Duties of the Association and Board

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

- a. Operation, care, upkeep, maintenance, repair, replacement, restoration and improvement of the Common Elements to the extent the operation, care, upkeep, maintenance, repair, replacement, restoration and improvement of Limited Common Elements is not imposed on Unit Owners under the Condominium Instruments.

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- b. Preparation, adoption and distribution of the Annual Budget for the Property.
- c. Levying and expending of assessments.
- d. Collection of assessments from Unit Owners.
- e. Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements.
- f. Obtaining adequate and appropriate kinds of insurance and requiring the Unit Owners to obtain insurance covering their personal liability and other coverage as provided by the Condominium Instruments or by law.
- g. Owning, encumbering, leasing and otherwise dealing with Units and/or other real property owned by the Association.
- h. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property. All Rules and Regulations or amendments thereto shall be adopted by the Board after a meeting of the Unit Owners called for the specific purpose of discussing the proposed Rules and Regulations, notice of which contains the full text of the proposed Rules and Regulations, which Rules and Regulations shall conform to the requirements of the Act, the Amended and Restated Declaration and these Bylaws. No quorum is required at such meeting of the Unit Owners. No Rules or Regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion. No Rules or Regulations shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously-mandated objects to the front-door area of a Unit.
- i. Adoption and amendment of Rules and Regulations (i) authorizing electronic Delivery of notices and other communications required or contemplated by the Act to each Unit Owner who provides the Association with written authorization for electronic Delivery and an electronic address to which such communications are to be electronically transmitted; and (ii) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or any of the Condominium Instruments.
- j. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

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- k. Having access to each Unit and its appurtenant Limited Common Elements from time to time as may be reasonably necessary or convenient for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units. Except in cases of emergency, the Board shall provide advance notice using any method of notice reasonable under the particular circumstances before entering any Unit. Such entry shall be made with as little inconvenience to the Unit Owners and Occupants as is reasonably practicable, and, except as provided by applicable law and/or the Condominium Instruments, any damage caused thereby shall be repaired by and at the expense of the Association.
- l. Borrowing money at such rates of interest as it may determine, issuing its notes, bonds and other obligations to evidence such borrowing and securing any of its obligations by making a mortgage or giving a security interest in assets comprising less than all or substantially all of the Association's assets, property and income.
- m. Paying and seeking relief in connection with real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or other lawful taxing or assessing body that are authorized by law to be assessed and levied on the real property of the condominium (other than assessments on Units not owned by the Association).
- n. Seeking relief on behalf of all Unit Owners from or in connection with the assessment or levy against the Units of any real estate taxes, special assessments or other special taxes or charges of the State of Illinois or of any political subdivision thereof or other lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith (including, without limitation, legal expenses) as Common Expenses, when authorized in accordance with the Amended and Restated Declaration and the Act.
- o. Imposing charges for late payments of a Unit Owner's proportionate share of the Common Expense or any other charges imposed by the Association and, after providing a Unit Owner with notice and an opportunity to be heard, levying reasonable fines against the Unit Owner for violation of the Amended and Restated Declaration, these Bylaws and the Rules and Regulations. Any late charges and fines imposed shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

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- p. Assigning the Association's rights to future income from assessments or other sources and to mortgage or pledge assets comprising less than all or substantially all of the assets of the Association, by a majority vote of the entire Board.
- q. Recording the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility, or for other purposes.
- r. Recording the granting of an easement for the laying of cable television or high-speed Internet cable and, if available and determined by the Board to be in the best interests of the Association, obtaining cable television service or bulk high-speed Internet service for all of the Units on a bulk identical service and equal cost per Unit basis and assessing and recovering the expense as a Common Expense and, if so determined by the Board, assessing each and every Unit on the same equal cost per Unit basis.
- s. Recording the grant of an easement for construction, maintenance or repair of a project for protection against water damage or erosion.
- t. Granting, renewing, amending and terminating easements, leases, licenses and concessions in accordance with the Amended and Restated Declaration.
- u. Making reasonable accommodations for the needs of disabled Unit Owners, as required by the Federal Fair Housing Act Amendments of 1988, the Illinois Human Rights Act and other applicable statutes and ordinances, in the exercise of the Board's powers with respect to the use of the Common Elements or approval of modifications in an individual Unit.
- v. Accepting service of a notice of claim for purposes of the Illinois Mechanics Lien Act on behalf of each Unit Owner with respect to improvements performed pursuant to any contract entered into by the Board pursuant to the Act and distributing the notice to the Unit Owners within seven (7) days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.
- w. Establishing and maintaining a system of master metering of public utility services and collecting payments in connection therewith, subject to the requirements of the Illinois Tenant Utility Payment Disclosure Act.
- x. Creating, dissolving, appointing persons to and removing persons from a commission, advisory body or other such body which is comprised of Unit Owners but may or may not have Board members as members thereof, which body may not act on behalf of the Association or bind it to any action but may make recommendations to the Board.

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- y. Any powers and duties which are specifically required by the Act from time to time, including, without limitation, those powers and duties set forth in Sections 18 and 18.4 of the Act.

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

- a. To engage the services of a property manager, community manager or managing agent, who may be any person, firm, corporation or other entity, on such terms and compensation and for such duration as the Board deems appropriate. Notwithstanding anything to the contrary stated in the Amended and Restated Declaration or these Bylaws, the Board may delegate the power to enter contracts, pay expenses and take other actions pursuant to the terms of a management contract approved by the Board, under which circumstances actions within the scope of the contractual delegation need not be individually approved by the Board.
- b. To engage the services of any persons (including, but not limited to, engineers, architects, accountants and attorneys) deemed necessary by the Board at such compensation as is deemed appropriate by the Board, in the administration, operation, maintenance, repair and management of the Property or in connection with any duty, responsibility or right of the Association, and to remove any such personnel.
- c. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.
- d. To invest any funds of the Association in certificates of deposit, money market funds or comparable investments.

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

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

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

- a. Water, sewer, waste removal, heating, electricity, telephone or other necessary utility services for the Common Elements and any real property

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owned by the Association and such services to the Units as are not separately metered or charged to the Unit Owners.

- b. Such insurance as the Association is required or permitted to obtain as provided in the Amended and Restated Declaration or applicable law.
- c. Landscaping, gardening, snow removal, painting, staining, paving, cleaning, tuckpointing, maintaining, decorating, repairing, restoring, refinishing, resurfacing and replacing portions of the Common Elements and such furnishings and equipment for the Common Elements as and to the extent the Association in the Board's sole discretion shall determine is necessary and proper. Except as provided in the Amended and Restated Declaration or otherwise expressly agreed by the Association, the Association shall have the exclusive right and duty to acquire the same for the Common Elements.
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs or alterations that the Association in the Board's sole discretion deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.
- e. Any amount necessary to discharge any mechanics lien or other encumbrance levied against the Property. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging the lien, and any costs incurred by the Association by reason of said lien shall be charged to the assessment accounts of said Unit Owners and shall, until paid by such Unit Owners, be the personal obligation of the Unit Owners, constitute a continuing lien on the Unit Owners' Units and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.
- f. Maintenance and repair of any Unit or any other portion of the Property that a Unit Owner is obligated to maintain or repair, as specified in the Amended and Restated Declaration, provided that the Association shall levy a charge against such Unit Owner for the cost of the maintenance or repair and the amount of such charge shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.
- g. Maintenance and repairs (including, without limitation, payment of real estate taxes, insurance premiums and Common Expenses) with respect to any Unit or other real property owned by the Association.

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- h. If, due to the act, omission or neglect of a Unit Owner, Occupant or a Unit Owner's or Occupant's guests, family members, invitees, licensees, contractors, visitors or pets, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be a Common Expense, the Association may levy against such Unit Owner a charge for such damage and such maintenance, repairs and replacements as may be determined by the Board, and the amount of such charge shall be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.
- i. (i) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements and any other expenses, charges or costs that the Association may incur or expend pursuant hereto shall be approved by the Board.
- (ii) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted Annual Budget shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners (unless the additions and alterations are mandated by law or constitute an emergency as defined in Subsection 18(a)(8)(iv) of the Act).
- (iii) Additions and alterations to the Common Elements having a total cost in excess of \$2,000 shall require the prior approval of the Unit Owners representing more than fifty percent (50%) of the total vote, which approval may be achieved at a duly convened meeting of the Unit Owners or, in lieu of such meeting, by written consent. The foregoing expenditure limitation does not apply to additions and alterations which are mandated by law, additions and alterations which constitute an emergency as defined in Subsection 18(a)(8)(iv) of the Act and/or the repair, replacement and/or restoration of Common Elements.
- (iv) As used herein, the terms "repairing, replacing and restoring" means to repair, replace or restore deteriorated or damaged portions of the then-existing decorating, facilities, structural or mechanical components, interior or exterior surfaces or energy systems and equipment to their functional equivalent prior to the deterioration or damage.
- (v) The repair, replacement or restoration of a Common Element may result in an improvement over the original quality of such Common Element or facilities. Unless the improvement is mandated by law or is an emergency as defined in Subsection 18(a)(8)(iv) of the Act, if the improvement results in a

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proposed expenditure exceeding five percent (5%) of the Annual Budget, the Board, upon written petition by the Unit Owners representing twenty percent (20%) of the votes of the Association Delivered to the Board within fourteen (14) days of the Board's action to approve such expenditure, shall call a meeting of Unit Owners within thirty (30) days of the date of Delivery of such petition to consider the expenditure. Unless a majority of the total votes of the Unit Owners are cast at this meeting to reject the expenditure, the Board's decision to make the expenditure shall be deemed ratified.

Section 6. *Annual Budget.*

- a. Each year, on or before November 1st, the Board shall estimate the Annual Budget of Common Expenses, including the total amount required for the cost of wages, materials, insurance, services and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a Reserve for contingencies and replacements (as hereinafter specified) and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for such Reserves, capital expenditures or repairs or payment of real estate taxes. The Board shall Deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days before the adoption thereof. The Association shall give Unit Owners notice as provided in Article IV, Section 4 of these Bylaws of any meeting of the Board concerning the adoption of the proposed Annual Budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.
- b. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a separate (special) assessment which shall be separately assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements and which may be payable in one lump sum or such installments as the Board may determine. The Board may adopt separate assessments payable over more than one fiscal year, the entire amount of which shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. Such separate assessment shall become effective and shall be payable at such time or times and on such other terms as may be determined by the Board. All Unit Owners shall be obligated to pay the separate assessment.
- c. If an adopted Annual Budget or any separate (special) assessment would result in the sum of all assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and

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separate assessments payable during the preceding fiscal year, the Board, upon written petition by the Unit Owners representing twenty percent (20%) of the votes of the Association Delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of Delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at a meeting to reject the Annual Budget or separate assessment, it shall be deemed ratified. In determining whether separate assessments together with regular assessments exceed one hundred fifteen percent (115%) of assessments in the preceding fiscal year, any separate assessment for expenditures relating to emergencies or mandated by law shall not be included in the computation, and the Board may approve such assessment without being subject to the Unit Owner veto procedure set forth in this subsection. As used herein, the term "emergencies" means immediate dangers to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

- d. The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such Unit Owner in equal monthly installments on or before the first (1st) day in January of the ensuing year and on the first (1st) day of each and every month of said year.
- e. The failure or delay of the Association to prepare or Deliver the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves as herein provided, whenever the same shall be determined. In the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then-existing monthly rate established for the previous period.
- f. Anything herein or in the Amended and Restated Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premiums for insurance the Association is required or permitted to obtain that reflects increased charges for coverage on the Units owned by such Unit Owners on such reasonable basis as the Board shall determine. Such charge shall be considered a Common Expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Amended and Restated Declaration.
- g. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such charges as may be levied hereunder against fewer than all the Unit Owners and for such adjustments as may be

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required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

- h. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

Section 7. Annual Accounting. On or before April 15 of each year, the Association shall supply annually to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions of the Annual Budget were for Reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessments and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves may, in the Board's discretion, be placed into the Association's Reserve accounts and/or applied to the succeeding year's Annual Budget.

Section 8. Reserves.

- a. The Association shall accumulate and maintain reasonable Reserves for operations, contingencies and replacements. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year may be charged first against such Reserves. In addition, the Association shall have the right to segregate all or any portion of the Reserves for any specific replacement or contingency on such conditions as the Board deems appropriate.
- b. The Annual Budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Buildings and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing.
- c. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this Section by a vote of not less than two-thirds (2/3) of the total votes of the

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Association. In the event the Association elects to waive all or part of the Reserve requirements of this Section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act, and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or part of such Reserve requirements, the Association may by a vote of not less than two-thirds (2/3) of the total votes of the Association elect to again be governed by the Reserve requirements of this Section.

Section 9. *Default in Payment.*

- a. If a Unit Owner is in default in the payment of the aforesaid assessments or other charges imposed pursuant to the Amended and Restated Declaration, these Bylaws, the Rules and Regulations, resolutions adopted by the Board and/or applicable law for thirty (30) days or more, the Unit Owner's account shall be deemed delinquent, and the Association may, without limitation to any other available remedies, (i) bring an action against the Unit Owner personally obligated to pay the same; (ii) enforce and foreclose the Association's lien against the Unit and the Unit Owner's interest in the Property; and/or (iii) bring an action to terminate the Unit Owner's right of possession pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure. The Association, in the Board's sole discretion, may charge late fees for the late payment of assessments or other charges. Any and all costs and expenses incurred by the Association in connection with or attributable to a Unit Owner's delinquency and/or to monitor the status of and/or protect the Association's interests in connection with a mortgage foreclosure action, a real estate tax sale and/or other legal proceeding relating to a Unit (including, without limitation, attorneys' fees, court costs, Recording fees, title company charges, management company charges and other costs of labor and materials), regardless of whether litigation is initiated by any party, shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses, be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any other unpaid regular or special (separate) assessments or other Common Expenses. Without limiting the foregoing, fees charged by the Association's property manager or managing agent pertaining to the collection of a Unit Owner's financial obligations to the Association (including, without limitation, collection account "turnover fees," court appearance fees and fees for appearing at evictions) shall be added to and deemed a part of the Unit Owner's respective share of

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the Common Expenses, be the personal obligation of the Unit Owner, constitute a continuing lien on the Unit Owner's Unit and be collectable in the same manner as any unpaid regular or special (separate) assessments or other Common Expenses.

- b. No Unit Owner may assign, delegate, transfer, surrender, waive or avoid the duties, responsibilities and liabilities of a Unit Owner under the Act, the Amended and Restated Declaration, these Bylaws, the Articles of Incorporation, the Rules and Regulations and the resolutions of the Association, including, but not limited to, the liability for the assessments provided for herein, by nonuse of the Common Elements or abandonment of his or her Unit or in any other manner. Any such attempted assignment, delegation, transfer, surrender, waiver or avoidance shall be deemed void.

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

ARTICLE VIII

Contracts, Checks, Deposits and Funds

Section 1. *Contracts.* The Board may authorize any officer or officers or agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances and may, without limitation, be delegated pursuant to the terms of a management agreement approved by the Board. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President of the Association and attested to by the Secretary of the Association.

Section 2. *Checks, Drafts and Other Instruments.* All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, employee or employees or agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board or pursuant to the terms of a management contract approved by the Board. In the absence of other direction, such instruments shall be signed by the Treasurer or an Assistant Treasurer of the Association and countersigned by the President or a Vice President of the Association.

Section 3. *Deposits.* All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies

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or other depositaries as the Board may select.

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

ARTICLE IX Books and Records

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

- a. The Declaration, Bylaws and Plats and any amendments thereto, the Rules and Regulations, the Articles of Incorporation, and all amendments thereto;
- b. Minutes of all meetings of the Association and the Board, for the immediately preceding seven (7) years;
- c. All current policies of insurance of the Association;
- d. All contracts, leases and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- e. A current listing of the names, addresses and weighted vote of all Unit Owners entitled to vote;
- f. Ballots and proxies related thereto for all matters voted on by the Unit Owners during the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board, provided, however, that in the event the Board adopts Rules and Regulations for secret ballot election as provided in the Act and these Bylaws, then, unless directed by court order, only the voting ballot excluding the Unit number shall be subject to inspection and copying; and
- g. The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to, itemized and detailed records of all receipts and expenditures.

Section 2. *Availability for Examination.* Any Unit Owner in person or by agent and at any reasonable time or times at the Association's principal office shall have the right to inspect, examine and make copies of the records described in Article IX, Section 1, above, upon having first submitted a written request to the Board or its authorized agent stating

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with particularity the records sought to be examined. Notwithstanding the foregoing, the written request to inspect, examine and make copies of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein must include a proper purpose for the request. With respect to records described in Article IX, Subsections 1(a), 1(b) and 1(c) herein, failure of the Board to make available all records so requested within thirty (30) days of receipt of the Unit Owner's proper written request shall be deemed a denial. With respect to records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein, failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's proper written request shall be deemed a denial. Any Unit Owner who prevails in an enforcement action to compel examination of records described in Article IX, Subsections 1(a), 1(b) and 1(c) herein, shall be entitled to recover reasonable attorneys' fees and costs from the Association. In an action to compel examination of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein shall be entitled to recover reasonable attorneys' fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

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

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

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

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ARTICLE X

Fiscal Year

The fiscal year of the Association shall begin on the first (1st) day of January each year.

ARTICLE XI

Seal

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

ARTICLE XII

Notices

Except as otherwise provided by law, any notice required to be given to any Unit Owner under the provisions of the Amended and Restated Declaration, these Bylaws, the Articles of Incorporation, the Rules and Regulations and/or applicable law may be Delivered by Electronic Transmission, provided that the Unit Owner has consented in Writing to receipt of notices sent by such means. If any Unit Owner does not provide Written authorization to conduct business using Electronic Transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the Unit Owner without the use of Electronic Transmission or other equivalent technological means. A Written waiver of notice signed by the Unit Owner entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Notices required to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or her address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

ARTICLE XIII

Liability of Board Members and Officers and Indemnification

The members of the Board and the officers of the Association shall not be liable to the Unit Owners for any acts or omissions made in good faith as such members of the Board or officers. The Association shall indemnify and hold harmless each of the Board members and officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Unit Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Condominium Instruments or the Articles of Incorporation. Every Board member and officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Board member or officer of the Association,

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or any settlement thereof, whether or not he or she is a Board member or officer at the time such expenses are incurred, except in such cases in which the Board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties, provided that in the event of a settlement, the indemnification herein shall apply only when the Board has determined that the Board member or officer has not engaged in willful misfeasance or malfeasance in the performance of his or her duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

ARTICLE XIV

Construction

The Amended and Restated Declaration, the Articles of Incorporation, these Bylaws, the Rules and Regulations and the resolutions of the Association shall always be construed to further the harmonious, beneficial, cooperative, efficient and proper use and operation of the Property. The terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and the Amended and Restated Declaration, the Articles of Incorporation and/or these Bylaws, on the other hand. The terms and provisions of the Amended and Restated Declaration shall control in the event of any inconsistency between the Amended and Restated Declaration, on the one hand, and the Articles of Incorporation and/or these Bylaws, on the other hand. All words and terms used herein that are also used in the Amended and Restated Declaration shall have the same meaning as provided for such words and terms in the Amended and Restated Declaration.

ARTICLE XV

Amendments to Bylaws

The provisions of these Bylaws may be amended, changed, modified, enlarged or rescinded by a written instrument setting forth such amendment, change, modification, enlargement or rescission, signed by the Unit Owners having at least two-thirds (2/3) of the total vote and containing a certification by an officer of the Association certifying that said instrument was duly approved as aforesaid. Any amendment, change, modification, enlargement or rescission shall be effective upon Recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois. No provision in these Bylaws may be amended, changed, modified, enlarged or rescinded so as to conflict with the provisions of the Amended and Restated Declaration or the Act.