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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR FLORAL AVENUE SUBDIVISION PHASE II

THIS DOCUMENT PREPARED BY AND AFTER
RECORDING MAIL TO:
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D:8.27.15

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR FLORAL AVENUE SUBDIVISION PHASE II

This Declaration made and entered into this _____ day of _____, 2015, by the **VILLAGE OF SKOKIE**, an Illinois Municipal Corporation (hereinafter referred to as the "Declarant"):

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of Lots 1 through 8 inclusive in the **FLORAL AVENUE SUBDIVISION PHASE II**, located at Skokie, Cook County, Illinois; ("Property") and more fully described in the Plat of Subdivision which was recorded on August 13, 2015, as Document Number 1522513035 and is attached hereto as Exhibit "A"; and

WHEREAS, the Declarant desires to establish certain rights and easements in, over, and on said Property and additional Property that may be subject to this Declaration for the benefit of itself and all future owners of any part of said Property, any single family detached home constructed thereon, and to provide for the harmonious, beneficial, and proper use and conduct of the Property; and

WHEREAS, the Declarant desires and intends that the several Owners, mortgagees, occupants, and other Persons hereafter acquiring an interest in the Property shall at all times enjoy the benefits of and shall hold their interests subject to rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property;

NOW THEREFORE, the Declarant declares as follows:

ARTICLE 1 DEFINITIONS

1.01 Additional Land. Any land not included in the definition of the Property may be added to the Property by one or more amendments from time to time and Exhibit "A" may be resubdivided or amended from time to time.

1.02 Association. Floral Avenue Phase II Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

1.03 Board. Entity, which governs and controls the administration and operation of the Association as more particularly set forth in Article 3.

1.04 Declarant. Village of Skokie, an Illinois Municipal Corporation, its successors or

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assigns.

1.05 Developer. Floral Avenue, LLC, an Illinois limited liability company, its successors or assigns.

1.06 Lot. Lots 1 through 8 inclusive as shown on Exhibit "A."

1.07 Majority or Majority of the Owners. The Owners of more than fifty percent (50%) in the aggregate of the Lots.

1.08 Owner. The record owner, whether one (1) or more persons, individuals or entities, of fee-simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

1.10 Property. All land, property and space comprising the parcel described in paragraph 2.01, all improvements and structures erected, constructed or contained therein or thereon, and all easements, rights, and appurtenances belonging thereto.

1.11 Turnover Date. Turnover Date shall mean the date on which the Developer turns over the Association to the Owners as provided in paragraph 3.06. The Turnover Date shall be such date as the Developer, in its sole discretion, shall determine, and shall occur at a meeting called by the Developer upon no less than fifteen (15) days' notice given by the Developer to the members of the Association. Such meeting shall be called no later than the earlier of: (a) the expiration of ninety (90) days after the completion of construction on seventy-five (75) per cent of the Lots; or (b) five (5) years after recordation of this Declaration.

1.12 Village. The Village of Skokie, Illinois, an Illinois municipal home rule corporation, located in Cook County, Illinois.

ARTICLE 2 DESCRIPTION

2.01 Legal Description of Property. The Property is legally described on Exhibit "A" and the legal description of all Lots shall consist of the identifying number of such Lot as shown on Exhibit "A."

ARTICLE 3 MEMBERSHIP AND BOARD OF DIRECTORS

3.01 Association. The Association will be formed as an Illinois not-for-profit corporation

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under the General Not-For-Profit Corporation Act of the State of Illinois having the name "Floral Avenue Phase II Homeowners' Association" (or one similar thereto) and shall, to the extent hereafter provided and subject to the limitations hereafter contained, be the governing body of the Lots. The Association shall not be deemed to be conducting a business of any kind, and all funds received by it shall be held and applied by it in trust for the use and benefit of Owners in accordance with the provisions of this Declaration. The provisions of Exhibit "B" of this Declaration shall be adopted as the By-Laws of the Association.

3.02 Membership. Every Owner of a Lot shall be a member of the Association and such membership shall automatically terminate when such person ceases to be an Owner. Each Owner by acceptance of a deed or other conveyance of a Lot thereby becomes a member, whether or not this declaration of such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. Continuing membership in the Association shall be compulsory and no Owner of any interest in a Lot shall have any right or power to disclaim, terminate, or withdraw from such person's membership in the Association or any of the obligations as such member including, but not limited to, the payment of association dues, any such purported disclaimer, termination or withdrawal being null and void.

3.03 Voting Rights. Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds an interest in any Lot, all such Persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

3.04 Board of Directors. The Association shall be governed by a Board of Directors (the Board) comprised of three (3) Persons, or such greater number as may be provided in the By-Laws, duly appointed by the Developer or elected by the members of the Association as provided herein and in the By-Laws. Except for Directors appointed by Developer, Directors shall be members of the Association. The Board shall maintain and administer the storm sewers and mail box unit in accordance with the terms and provisions of this Declaration and the By-Laws. Prior to the appointment of the first Board, the Developer shall be accorded all powers and privileges and act in the capacity of the Board and may perform all its functions as set forth in this Declaration and in the By-Laws.

3.05 Appointment of Directors by Developer. Notwithstanding anything in this Declaration or the By-Laws of the Association to the contrary, until the election of a new Board at the initial meeting of members of the Association, the Board shall consist of and vacancies shall be filled by such persons as the Developer shall from time to time appoint, who need not be members of the Association. The initial meeting of members of the Association shall be held on the Turnover Date, as previously defined.

3.06 Turnover. On the Turnover Date the Developer shall deliver to the Board:

(a) All original documents as Recorded or filed pertaining to the Property, its administration, and the Association, such as this Declaration, By-Laws, Articles of Incorporation of the Association, annual reports, minutes, and rules and regulations, contracts leases, or other agreements entered into by the Association. If any original documents are

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unavailable, a copy may be provided if certified by affidavit of the Developer, or an officer or agent of the Developer, as being a complete copy of the actual document Recorded or filed;

(b) A detailed accounting by the Developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance of the Property, and operation of the Association, copies of all insurance policies, and a list of any loans or advances to the Association that are outstanding;

(c) Association funds, which shall have been segregated from any other money of the Developer;

(d) Any contract, lease, or other agreement made prior to the election of the Initial Board of Managers by or on behalf of the Association.

3.07 Election of Directors by Members. On the Turnover Date a new Board shall be elected as provided in the By-Laws by a quorum of the membership.

3.08 Director and Office Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors or Officers except for any acts or omissions found by a court to constitute willful misconduct or fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contract or act shall have been made fraudulently or with willful misconduct. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or Officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to any matter settled or compromised unless, in the opinion of independent counsel selected by the Board there is no reasonable ground for such person being adjudged liable for willful misconduct or fraud in the performance of his duties as such Director or Officer. In the Board's discretion, the Association may obtain directors and officers insurance. The premium for such insurance shall be a part of the annual budget determined in Article 6.

ARTICLE 4 EASEMENTS AND PROPERTY RIGHTS

4.01 Easements of Use and Enjoyment. An easement for public utilities, drainage and storm sewers is hereby declared and created over and upon the Lots whether the facilities are within or without an easement of record.

4.02 Utility Easement. The authorized telephone company, Commonwealth Edison Company, gas company, Village of Skokie, the United States Postal Service, and all other suppliers

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of utilities including cable television, or the like, serving the Property are hereby granted the right to install, lay construct, operate, maintain, renew, repair and replace conduits, cables, pipes, mail boxes, wires, transformers, mains, switching apparatus and other equipment, including housing for such equipment, into, over, under, on and through the Lots for the purposes of providing utility services to the Property. Easements are also hereby declared and granted to the Developer or its assignee to install, lay, construct, operate, maintain, renew, repair and replace any conduits, cable, pipes, wires or other equipment or components of a community antenna television service system into, over, under, on and through any Lot for the purpose of providing such television service to the Property or to other property.

4.03 Construction Easement. The Developer, its contractors and subcontractors, and their respective agents and employees shall have an easement for ingress, egress, and access to and throughout the Property to perform, and as may be required in connection with, the construction and equipping of the improvements on the Property and for the sale and marketing of the Lots and any work related thereto, which easement shall continue at the Developer's discretion until occupancy permits have been issued for all the Lots, all public and private improvements have been completed on the Property, the Village has accepted the public improvements, and any maintenance period for the public improvements imposed by the Village has expired. In connection therewith, the Developer, its contractors and subcontractors, and their respective agents and employees shall have the right to take into and through and maintain on the Property all material and equipment required in connection with such construction and equipping, and to temporarily suspend operation of entrances, doors, corridors, without liability to any Owner or Occupant; provided, however, that at all times Owners and Occupants shall have reasonable access to their respective Lot and the Developer shall cause as little inconvenience to Owners and Occupants as is reasonably possible under the circumstances.

4.04 Association Easement. A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under this Declaration. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utility, or cable television or similar entertainment services to the Property shall be entitled to reasonable access to, over, and through the individual Lots as may be required in connection with the operation, maintenance, repairs, or replacements of any equipment, facilities, or fixtures affecting or serving other Lots, or to service and take readings of any utility meters located within a Lot.

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

ARTICLE 5

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MAINTENANCE BY ASSOCIATION

5.01 Association Responsibilities. The Association shall be responsible for the cost to maintain, repair and replace storm sewers servicing the Property and located in the public alley and to maintain the mail box unit for the Property.

5.02 Parking Restrictions. Parking any vehicle in front of a garage door of a detached garage within the rear yard is prohibited. No mobile home, recreational vehicle or boat may be parked on a Lot.

5.03 Recycling/Refuse Containers. The Association shall designate designated trash collection areas outside the garages and near the public alleys. Recycle and refuse containers must be kept inside the garage except they may be placed in the designated collection areas no more than 24 hours prior to the scheduled pick up time and must be returned to the Owner's garage within 24 hours after pick up.

5.04 Owner's Obligations. Each Owner, at his sole cost and expense, shall maintain, repair and replace his Lot and the improvements thereon, keeping the same sightly and in good condition and repair, including, without limitation, window washing and repair, snow removal and watering of all landscaping. In addition, each Owner shall maintain the landscaping installed by the Developer in the right of way adjacent to the Owner's Lot. In the event any Owner shall fail to do so, the Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall, through its employees and agents or through independent contractors, upon reasonable notice or in the case of an emergency, without notice, enter upon any Lot to repair and maintain the improvements and landscaping situated thereon. Each Owner, by acceptance of a deed of his Lot, hereby covenants and agrees to pay the Association the cost of such repairs, and maintenance, and replacement upon demand, and the Association shall have a lien upon said Lot enforceable in the manner as the failure to pay any assessments levied hereunder when due, as herein provided. The Association shall be responsible for and shall repair any damage caused by it in the exercise of its rights hereunder. Furthermore, the Association shall be responsible for the replacement of all landscaping that may need to be removed by the Village or any of the franchised utility companies to facilitate placement, repair or maintenance of public infrastructure or utility lines. In the event the Association fails or refuses to replace the landscaping within sixty (60) days of receiving written notice from the Village the Village may, but is not obligated to, replace the landscaping and the Association shall be responsible to pay the Village the cost thereof.

ARTICLE 6 COVENANTS AND ASSESSMENTS

6.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (excluding Declarant), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs,

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shall also be the continuing personal obligation of the Owner of such Lot.

6.02 Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of maintenance, repair, replacement, improvement of the storm sewers servicing the Property and located in the public alley and to maintain the mail box unit for the Property, and to otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in Articles of Incorporation and By-Laws.

6.03 Assessment Procedure - Annual Assessments. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for maintenance for, repairs to and replacement of the improvements on the storm sewers and mail box unit, and for such other contingencies as the Board may deem proper ("Estimated Cash Requirement"), and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year. Subject to paragraph 6.10, the Estimated Cash Requirement shall be assessed equally among the Owners. On or before the next January 1, following the preparation of the budget, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, the yearly assessment made pursuant to this paragraph. On or before May 1 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting, on a accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on a accrual or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the Board, be retained by the Association or credited to the next monthly installments due under the current year's estimate, until exhausted and any such deficit may, at the discretion of the Board, be assessed against the Lots and added equally to the installments due under the current year's estimate in each of the succeeding three (3) months after rendering of the accounting. Any such credit or assessment shall be allocated equally among all the Lots provided that any such credit or assessment with respect to an excess or deficit for a calendar year in which Lots were added shall be allocated among the Lots that were subject to assessments during said calendar year in the proportion that the total assessments against each Lot during the year bears to the assessments against each Lot during that year bears to the assessments against all Lots during that year.

6.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of repair and maintenance of the storm sewers and mail box unit, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceeds \$1,000.00 per Lot shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by members at a general or special meeting duly called and held a quorum present, for that purpose or, in lieu of such member's meeting, by an instrument signed by the members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

6.05 Capital Reserves. The annual budget shall include an amount to be specifically

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designated as a capital reserve. A portion of the annual assessments paid to the Association shall be segregated and maintained by the Association in a working capital reserve account to be used solely for making repairs and replacements to the storm sewers and mail box unit. **Upon the sale of any Lot from the Declarant the Purchaser shall pay to the Association the sum of \$1,250.00 to be deposited into the Working Capital Reserve Account.**

6.06 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the members shall be sent to all members not less than ten (10) days nor more than forty (40) days in advance of such meeting. At the first such meeting called, the presence of voting members in person or by proxy having fifty percent (50%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than forty (40) days following preceding meeting.

6.07 Uniform Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, provided that no Lot owned by the Declarant shall be subject to the assessment, unless otherwise provided herein.

6.08 Commencement of Annual Assessments. Annual assessments shall commence upon conveyance of the first Lot by Declarant or such later date as Developer shall designate.

6.09 Assessments in First Year. The Developer prior to the conveyance of the first Lot shall establish the amount of the initial annual assessment. The Developer shall pay to the Association the amount, if any, by which the aggregate of the assessments established and received from Owners pursuant to this paragraph exceed the actual Operating Expenses incurred up to Turnover Date. Actual operating expenses means those expenses actually incurred that are reasonably necessary to normal maintenance and operation of the storm sewers and mail box unit and the improvements thereon for which the Association is responsible.

6.10 Collection of Assessments. Any installment of an assessment, which is not paid when due, shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at a rate equal to the prime rate published in the Wall Street Journal as of the date that the delinquent installment was due, plus three (3) percent. The Board may impose a late charge not to exceed fifty and no/100 Dollars (\$50.00) per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments to recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and including any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed

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by any action brought in the name of the Association.

6.11 No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by abandonment of his Lot. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

6.12 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bonafide Mortgagee. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title or possession.

6.13 Transfer of Interests. Before any Lot Owner may transfer their interest in such Lot, such Owner must satisfy all outstanding obligations to the Association, including but not limited to dues, late fees, costs, interest, attorney fees, or any other debt pursuant to the terms of this Declaration. Any such balance that is not satisfied shall become an obligation of the transferee of such Lot. Each Owner and each mortgagee of a Lot hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

6.14 Compliance with Declaration. Each Lot Owner agrees to comply with all conditions, covenants, and obligations contained in this Declaration or in the By-Laws, and the failure of such Owner to comply shall constitute a default and entitle the Association to seek any remedy available at law or equity or pursuant to the term of this Declaration.

ARTICLE 7 COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Lots shall be occupied and used as follows:

7.01 Use. No part of the Property or any Lot shall be used for a purpose not authorized by the ordinances of the Village.

7.02 Lot Maintenance. Each Owner shall be obligated to maintain and keep his own Lot in good, clean order and repair.

7.03 Violation of Insurance Provision. No Owner shall permit anything to be done or kept on his Lot which will increase the rate charged for or cause the cancellation of insurance carried by the Association or which would be in violation of any law.

7.04 Pets. The number and kinds of pets that are permitted shall be governed by Village ordinances. Each Owner and each occupant of a residence on a Lot shall be responsible for and shall pick up after any animal owned by them or kept on the Lot or anywhere on the Property.

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7.05 Offensive Activity. No obnoxious or offensive activity shall be conducted on any Lot nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.

7.06 Rubbish and Debris. The Lots shall be kept free and clear of rubbish, debris, and other unsightly materials.

7.07 Drainage. No Owner or Owner representative shall alter or obstruct any of the drainage as established by the Developer throughout the Property, except upon the express approval of the Board and the Village.

ARTICLE 8 ARCHITECTURAL CONTROL

8.01 General Review and Approval. No building, fence, wall, antenna, awning or other structure or improvement shall be constructed, erected or maintained upon the Property or upon any Lot, nor shall any exterior addition to or change or alteration therein be made until written plans and specifications showing the nature, kind, shape, heights, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Village.

ARTICLE 9 LEASE AGREEMENTS

9.01 Lease Agreement. Any lease agreement between an Owner and a lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, and that failure by the lessee to comply with the terms of such documents, Rules and Regulations shall be a default under the lease. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant, to lease any Lot it owns.

ARTICLE 10 INSURANCE

10.01 Insurance. The Association shall obtain and maintain a policy or policies of general liability insurance, and such other perils as the Board of Directors of the Association from time to time may determine in the amount to be determined by the Declarant or the Board of Directors.

10.02 Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

ARTICLE 11 REMEDIES

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11.01 Violation of Declaration. The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the By-Laws contained shall, in addition to any other rights provided for in this Declaration or the By-Laws, give the Association the right (a) to enter on the Lot or any portion of the Property on which, or as which, such violation or breach exists, and to summarily abate and remove, at the expense of the Lot Owner, any structure, thing, or condition, that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association, nor the officers, employees, or agents thereof, shall thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. Furthermore, the outstanding and delinquent amounts owed by a Lot Owner under the Declaration shall constitute a lien on the interest of the Owner until paid. The Association may perfect such lien under applicable law.

11.02 Right to Cure. Provided, however, that, except in cases of emergency when damage to persons or property is threatened, the Association shall not take any such action unless (a) it has first given the Owner alleged to have violated any restriction, condition, or regulation adopted by the Association, or to be in breach of any covenant or provision herein or in the By-Laws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association; (b) the Association shall have determined such allegations to be true; and (c) the Owner shall not have desisted from such violation or breach or shall not have taken such steps as shall be necessary to correct such violation or breach within such reasonable period of time as determined by the Association and communicated to the Owner.

11.03 Costs. Any Owner in default hereunder or under the provisions of the By-Laws or any rule of regulation adopted by the Association shall pay to the Association, as an agreed Common Expense with respect to his Lot, all attorneys' fees incurred by the Association in enforcing the provisions of the By-Laws, the Declaration, or the rules and regulations of the Association as to which the Owner is in default. Until the Lot Owner pays such fees, the amount thereof shall constitute a lien on the interest of the Owner in the Property, which lien may be perfected and foreclosed in the manner provided under applicable law. Any such lien shall be junior and subordinate to the lien of a First Mortgagee with respect to such Lot.

ARTICLE 12 GENERAL PROVISIONS

12.01 Management and Other Contracts. The Developer hereby reserves the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and the Property during any portion of the period Developer has the right to appoint directors as provided in Paragraph 3.04. Thereafter the Board may engage the service of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party for cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one-year periods. Any other contract providing for services by the Developer must provide for termination on ninety (90) days' written notice and may only be for a maximum contract term of three (3) years.

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12.02 Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and Rules and Regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot. If any Owner, or his guests, violates any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot.

12.03 Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect.

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

12.05 Amendments. After the Turnover Date, the provisions of this Declaration may be amended by an instrument in writing setting forth such amendment, signed and acknowledged by the voting Members having at least seventy-five percent (75%) of the total votes of the members or that is approved at a duly called and held general or special meeting of members by the affirmative vote, either in person or by proxy, of the voting members having at least seventy-five (75%) per cent of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. Notwithstanding anything herein to the contrary, no provision relating to the rights of Declarant, Developer, its successors or assigns, or holder of a mortgage on a Lot may be amended without the consent of such party. Finally, the Declarant or Developer, its successors and assigns, may amend this Declaration as it deems to be in the best interest of the Association, the Owners, and the Management of the Property, at any time up to the Turnover Date. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

12.06 Owner Consent. Each and all of the Owners of all Lots and their respective

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mortgagees, grantees, heirs, administrators, executors, legal representatives, successors, and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any of such Lots, shall be deemed to have expressly agreed, assented, and consented to each and all of the provisions of this Declaration with respect to the recording of any and all Amended Declarations from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Amended Declarations that may hereafter be recorded in accordance with the foregoing provisions of this Declaration. Each Owner by acceptance of the deed conveying his Lot acknowledges for himself and all those claiming under him, including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be acceptable. The Developer reserves the right to amend this Declaration in such manner as Developer, in its sole discretion, may determine and each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Paragraph to comply as it may be amended from time to time.

12.07 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.

12.08 Binding Effect. The easements created by this Declaration shall be of perpetual duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than seventy-five percent (75%) of the Lots has been recorded, agreeing to amend said covenants and restrictions in whole or in part.

12.09 Successors and Predecessors of Declarant or Developer. No party exercising rights as Declarant or Developer herein shall have or incur any liability for the acts of any other party, which previously exercised or subsequently shall exercise such right.

12.10 Changes or Modifications by the Developer. Until the election of the Initial Board, the Developer, or its successors or assigns, shall have the right to change, amend, or modify the Declaration or the By-Laws, which change or modification shall be effective on the recording thereof. In furtherance of the foregoing, a power coupled with an interest in hereby reserved and granted to the Developer to make any changes or modifications as authorized hereunder on behalf of each Owner as attorney in fact for such Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservations of the power to the Developer as aforesaid.

12.11 Reciprocal Easements. The Developer or, after the Turnover date, the Board may thereafter grant other or additional easements over the Property for utility or commercial entertainment purposes for the benefit of the Property. Each Owner and each mortgagee of each Lot hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Owner, such instruments as may be necessary or

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appropriate to effectuate the foregoing.

ARTICLE 13 RIGHTS OF THE VILLAGE OF SKOKIE

13.01 Maintenance of the Storm Sewers and Mail Box Unit. If the Association fails to maintain the storm sewers and mail box unit as required by Article 5, the Village may perform any necessary maintenance. As a condition to exercising its rights hereunder, the Village shall provide written notice to the Association advising the Association that if specified maintenance is not commenced within fourteen (14) days from receipt of said notice and diligently pursued to completion, that the Village may perform such maintenance, which shall be at the expense of the Association.

13.02 Enforcement Rights. Any expense advanced by the Village to perform maintenance under Section 13.01 shall be repaid to the Village by the Association within fourteen (14) days after receipt of written demand. The Village, its successors or assigns shall have the right to enforce the provisions of Sections 13.01 by any proceeding at law or in equity. In the event the Village initiates any legal action to enforce its rights under Article 13, the Village shall be entitled to recover its reasonable attorneys' fees and costs.

Dated: DECEMBER 16 2015

Village of Skokie, an
Illinois Municipal Corporation

By: [Signature]
Mayor, George Van Dusen

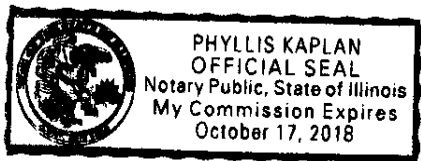
Attest: [Signature]
Village Clerk, Pramod Shah

STATE OF ILLINOIS)
) SS.

COUNTY OF COOK)

I, PHYLLIS KAPLAN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that **GEORGE VAN DUSEN and PRAMOD SHAH**, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed the Declaration of Covenants, Conditions, Easements and Restrictions for Floral Avenue Subdivision on behalf of the Village of Skokie in their official capacities as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16TH day of DECEMBER, 2015.



[Signature]
Notary Public
Commission Expires: OCTOBER 17, 2018

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MML: *5/18/15
PC: 2013-31P

Doc#: 1522513035 Fee: \$150.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 08/13/2015 09:14 AM Pg: 0

**THIS ORDINANCE MAY BE CITED AS
VILLAGE ORDINANCE NUMBER
15-5-Z-4147**

**AN ORDINANCE APPROVING A PLAT OF SUBDIVISION FOR
PROPERTY LOCATED AT 8063, 8103 AND 8117 FLORAL AVENUE
AND 8110 LINCOLN AVENUE, SKOKIE, ILLINOIS IN A CX CORE
MIXED-USE DISTRICT, RELIEF FROM CHAPTER 94,
SECTION 94-5(a)(5)e OF THE SKOKIE VILLAGE CODE AND
THE DEDICATION OF PROPERTY**

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WHEREAS, the Village of Skokie, the owner of the following described real property:

THE SOUTH 44 FEET OF THE WEST 138.00 FEET OF LOT 30 ALL IN
BLAMEUSER'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED
OCTOBER 24, 1872 AS DOCUMENT 84272;

AND

THE SOUTH 6.80 FEET OF LOT AND THE WEST 5.90 FEET OF THE SOUTH
5.80 FEET OF LOT 2 AND THE WEST 5.90 FEET OF LOT 3, AND ALL OF LOT 4, IN
THE SUBDIVISION OF LOT 30 ACCORDING TO THE PLAT THEREOF RECORDED
SEPTEMBER 18, 1924 AS DOCUMENT 853951;

AND

ALL OF LOT 4 AND THE WEST 4.0 FEET OF LOT 2 AND THE WEST 105.00 FEET
OF LOT 1, ALL IN SUBDIVISION OF LOT 31 ACCORDING TO THE PLAT THEREOF
RECORDED JUNE 9, 1922 AS DOCUMENT 7533721;

AND

THE WEST 105.00 FEET OF LOT 4 IN HENRY REMKE'S SUBDIVISION OF LOT 32
ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 12, 1893 AS
DOCUMENT 1928141,

ALL

IN THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 21,
TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS.

PINS: 10-21-409-021-0000, 10-21-409-015-0000, 10-21-409-013-0000,
10-21-409-012-0000, 10-21-409-011-0000, 10-21-409-010-0000,
10-21-409-009-0000

more commonly known as portions of 8063, 8103 and 8117 Floral Avenue and the west half of
8110 Lincoln Avenue, Skokie, Illinois (hereinafter the "Subject Property") in a CX Core Mixed-
Use district, requested on behalf of John McLinden and Floral Avenue, LLC as contract
purchasers (hereinafter "Floral Avenue, LLC"), a subdivision of the Subject Property, as
depicted on the "Floral Avenue Subdivision Phase II" plat, dated February 25, 2015 and
subsequently revised April 9, 2015, a copy of which is attached hereto as Exhibit "1"; and

WHEREAS, subsequent to the recordation of the "Floral Avenue Subdivision
Phase II" plat, the legal description of the Subject Property will be:

RECORDING FEE 150
DATE 8-13-15 COPIES 6
OK BY [Signature]

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1522513035 Page: 2 of 6

1 LOTS 1 THROUGH 8 IN FLORAL AVENUE SUBDIVISION PHASE II, BEING A
 2 RESUBDIVISION OF VARIOUS LOTS IN THE WEST HALF OF THE SOUTHEAST
 3 QUARTER OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE
 4 THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

5 **WHEREAS**, Floral Avenue, LLC intends to construct eight (8) detached residences
 6 within the Subject Property; and

7 **WHEREAS**, as depicted on the Floral Avenue Subdivision Phase II, dated February 25,
 8 2015 and subsequently revised April 9, 2015, the following dedications of land will be made:

9 i. A 33 feet wide x 44 feet long parcel to the west of the proposed lot 2 and
 10 approximately the northern part of lot 3, and lying within Floral Avenue, will be made for the
 11 public purpose of becoming public right of way of Floral Avenue;

12 ii. A 20-foot wide perimeter along the northern, eastern and southern property lines will
 13 be made for the public purpose of becoming public alley rights of way; and

14 **WHEREAS**, relief is required from Section 94-5(a)(5)e. of the Skokie Village Code, in
 15 order to provide no triangular dedications at the intersections of the alleys rather than the
 16 required 15-foot triangular dedications, since the Floral Avenue LLC shall eventually develop
 17 and construct eight (8) detached residences within the Subject Property; and

18 **WHEREAS**, the Skokie Plan Commission, after a public hearing duly held April 2, 2015,
 19 made appropriate findings of fact, as required under Section 118-6 of the Skokie Village Code,
 20 and recommended to the Mayor and Board of Trustees that the requested dedication be
 21 granted subject to various conditions; and

22 **WHEREAS**, the Mayor and Board of Trustees at a public meeting duly held on April 20,
 23 2015, concurred in the aforesaid recommendation of the Skokie Plan Commission:

24 **NOW, THEREFORE, BE IT ORDAINED** by the Mayor and Board of Trustees of the
 25 Village of Skokie, Cook County, Illinois:

26 **Section 1:** That the above stated Recitals are restated and incorporated as if stated
 27 in full.

28 **Section 2:** That the subdivision of the Subject Property, legally described above and
 29 commonly known as portions of 8063, 8103 and 8117 Floral Avenue and the west half of 8110
 30 Lincoln Avenue, Skokie, Illinois, in a CX Core Mixed-Use district, as depicted on the "Floral
 31 Avenue Subdivision Phase II", dated February 25, 2015 and subsequently revised April 9, 2015,
 32 be approved subject to the following conditions:

- 33 1. The property must be subdivided pursuant to the Floral Avenue Subdivision
 34 Phase II, dated February 25, 2015 and subsequently revised April 9, 2015, and as
 35 may be further revised with the approval of the Village Manager, or designee, and
 36 Corporation Counsel;
- 37 2. Upon the passage of the ordinance by the Board of Trustees, the Mylar of the
 38 Floral Avenue Subdivision Phase II must be submitted to the Village with all
 39 signatures other than Village staff or elected officials;
- 40 3. The Floral Avenue Subdivision Phase II shall be effective upon its recording by
 41 the Village in the Office of the Recorder of Deeds of Cook County, Illinois;

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- 1 4. All monuments must be set no later than 1 year after the date of the recording of
2 the plat;
- 3 5. The petitioner must submit to the Planning Division electronic files of the plat of
4 subdivision in approved and finalized form. The files must be scaled drawing files
5 in AutoCAD format (version 2010 or older). The drawings must be formatted to
6 SPCS, NAD83, HARN 2007, with SPCS north being straight up, and the primary
7 units in U.S. Survey Feet. All elements must be contained within a single file, no
8 XREF or PDF attachment files shall be used;
- 9 6. If work is to be performed on public property or if public property is utilized or
10 impacted during construction and or development, the owner must provide, or
11 must cause the developer and/or contractor to provide, the Village of Skokie with
12 a certificate of insurance naming the Village of Skokie as additionally insured for
13 any and all claims related to any and all work. The owner shall hold, and shall
14 cause the developer and/or contractor to hold, the Village of Skokie harmless and
15 indemnify the Village for any and all claims for property damage or personal injury
16 related to work on or use of public property; and
- 17 7. The petitioner must comply with all Federal and State statutes, laws, rules and
18 regulations and all Village codes, ordinances, rules, and regulations.

19 **Section 3:** That the "Floral Avenue Subdivision Phase II", dated February 25, 2015
20 and subsequently revised April 9, 2015 attached as "Exhibit 1", except as it may be revised
21 subject to the approval of the Corporation Counsel and the Village Manager or designee,
22 including the dedications depicted there on, be and the same is hereby accepted. The Plat shall
23 be recorded with the Cook County Recorder of Deeds Office.

24 **Section 4:** That relief from Chapter 94, Section 94-5(a)(5)e. of the Skokie Village
25 Code to allow no triangular dedications at the intersections of the alleys rather than the required
26 15-foot triangular dedications, is hereby approved.

27 **Section 5:** That this Ordinance shall be in full force and effect from and after its
28 passage, approval and recordation as provided by law.
29

ADOPTED this 18th day of May, 2015.

Ayes: 6 (Bromberg, Gray-Keeler, Klein,
Sutker, Ulrich, Van Dusen)

Nays: 0

Absent: 1 (Roberts)

Attested and filed in my
office this 19th day of
May, 2015.

Pramod Shah
Village Clerk

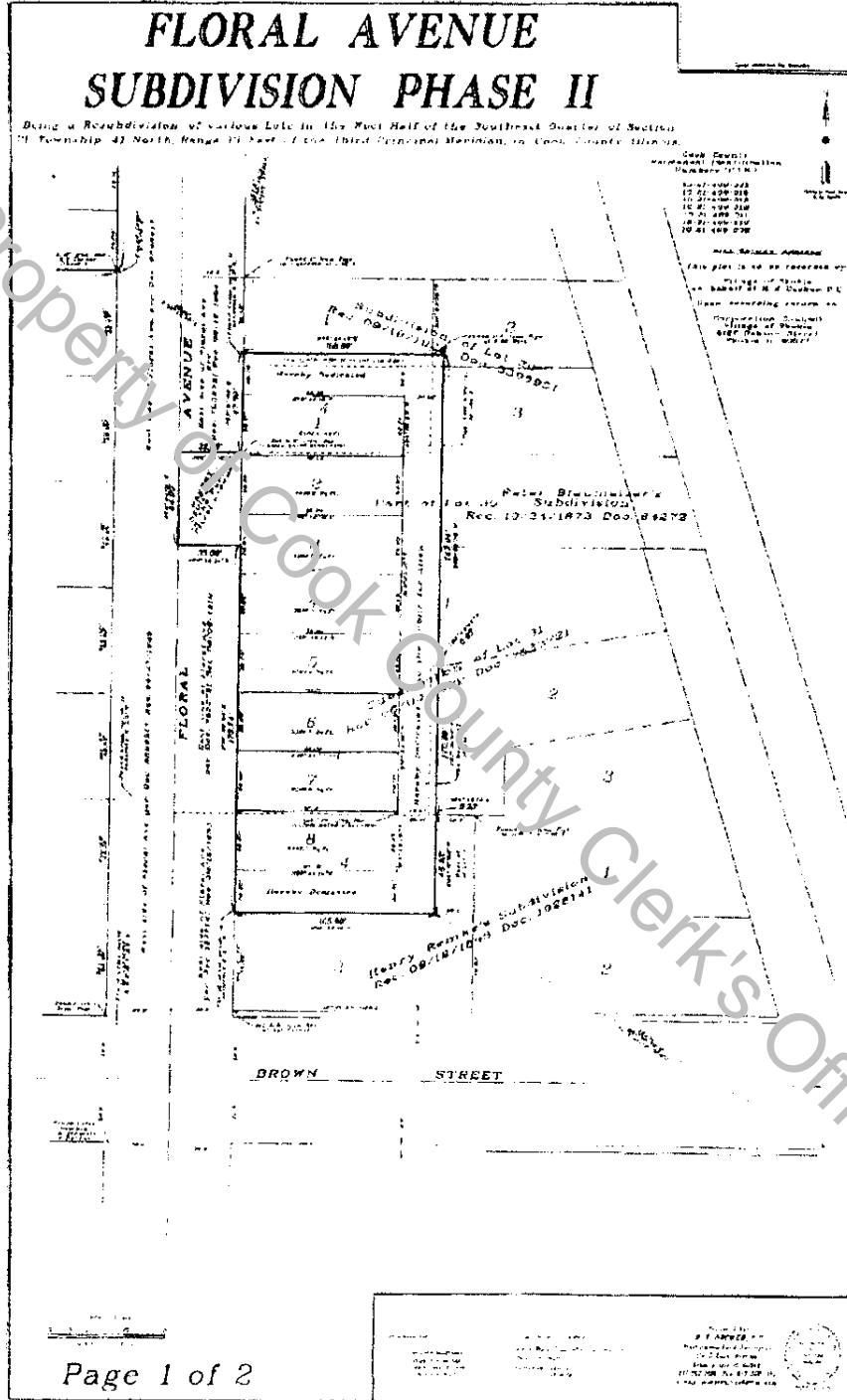
Pramod Shah
Village Clerk

Approved by me this 18th day of
May, 2015.

George VanDusen
Mayor, Village of Skokie

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Exhibit 1



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FLORAL AVENUE SUBDIVISION PHASE II

Being a Resubdivision of various Lots in the West Half of the Northwest Quarter of Section 21, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

STATE OF ILLINOIS
COUNTY OF COOK

NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF COOK

NOTARY PUBLIC

PLAT

PREPARED BY

DATE

FILED

RECORDED

INDEXED

FILED

RECORDED

INDEXED

Page 2 of 2

Property of Cook County Clerks Office

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1522513035 Page: 6 of 6



STATE OF ILLINOIS)
)SS
 COUNTY OF COOK)

I, PRAMOD SHAH, DO HEREBY CERTIFY that I am the regularly elected and acting Clerk of the Village of Skokie, County of Cook and State of Illinois.

I DO FURTHER CERTIFY that the annexed and foregoing Ordinance is a true and correct copy of an Ordinance adopted by the Mayor and Board of Trustees of the Village of Skokie on the 18th day of May, 2015 by a vote of 6 Ayes, 0 Nays and 1 Absent; that said Ordinance adopted as aforesaid was deposited and filed in the Office of the Village Clerk on the 19th day of May, 2015, and was approved by the Mayor and Board of Trustees on the 18th day of July, 2015.

I DO FURTHER CERTIFY that the original, of which the foregoing is a true copy is entrusted to my care and safekeeping and I am the Keeper of the records, journals, entries, ordinances and resolutions.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Skokie this 20th day of July, 2015.

Skokie Village Clerk
 Cook County, Illinois

(seal)

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BYLAWS OF FLORAL AVENUE PHASE II HOMEOWNER'S ASSOCIATION

ARTICLE I PURPOSES

The purposes of the Floral Avenue Homeowners' Association (hereinafter referred to as the "Association") are to: (1) maintain, repair and replace the storm sewers and mail box unit established for the benefit of the Lots in the Floral Avenue Subdivision Phase II, Skokie, Illinois, (the "Subdivision"); (2) uphold, maintain, conserve and enforce the provisions of the "Declaration of Covenants, Conditions and Restrictions for Floral Avenue Subdivision, Skokie, Illinois," recorded with the Recorder of Deeds, Cook County, Illinois, on August 13, 2015, as Document Number 1522513035 (hereinafter referenced as the "Covenants"); (3) promote the beautification of the Subdivision through enhancement of the landscaping and plantings within the Subdivision; (4) maintain and undertake such other activities as the Association shall determine for the benefit of the residents of the Subdivision.

The Association shall have such powers as are now or may hereafter be granted by the General Not-for-Profit Corporation Act of the State of Illinois and shall be a not-for-profit corporation.

ARTICLE II OFFICES

The Association shall have and continuously maintain in this State a registered office and a registered agent whose office is identical to such registered office.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Membership. Membership in the Association shall be mandatory for each and every owner and successor owner of Lots 1 - 8 within the Subdivision, each such owner having the benefit of all easements and facilities adjacent to Lots 1 - 8. The Association shall have one class of members. Membership in the Association shall terminate upon the sale or other disposition of such member's lot, at which time the new lot owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former owner from any liability or obligation incurred under or in any way connected with the obligations incurred during the period of such ownership and membership in this Association. Such termination shall not impair any rights or remedies which the Board of Directors of the Association or others may have against such former owner and member arising out of, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

EXHIBIT "B"

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Section 2. Voting Rights. Each lot shall have one vote. If any lot is owned by more than one person or entity, the voting rights with respect to such lot shall not be divided, but shall be exercised as if the lot owner consisted of only one person, in accordance with a proxy or other designation made by the person or persons constituting such lot owner. A lot owner may give to any other lot owner his or her proxy vote, provided said proxy must be written and signed by the person who gives it. If a lot owner is not current on the payment of dues or assessments levied against said lot, his or her right to vote on matters brought before the Association shall be suspended until all dues or assessments are paid in full.

ARTICLE IV MEETINGS OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held on the second Wednesday of May in each year at the hour of 7:30 p.m. for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be. A copy of the proposed budget of the Association for the coming year shall be delivered to each member entitled to vote at least seven days prior to the annual meeting.

Section 2. Special Meetings. Special meetings of the members may be called either by the President, any two members of the Board of Directors, or by members having one-third (1/3) of the votes entitled to be cast at such meeting.

Section 3. Place of Meetings. The Board of Directors may designate any place, within the corporate limits of the Village of Skokie, Illinois, as the place of meeting for any annual meeting or for any special meetings called by the Board of Directors. If no designation is made or if the special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Illinois; provided, however, that if all of the members shall consent to holding a meeting at any time and place, such meeting shall be valid without call or notice, and at such meeting any Association action may be taken.

Section 4. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than 14 nor more than 40 days before the date of such meeting, by or at the direction of the President, or the Secretary or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these bylaw, the purpose for which the meeting is called shall be stated in the notice. The notice of a meeting shall be deemed delivered when deposited in the United States mail, addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid, or by hand delivered to the last known address of such owner as recorded in the books and records of the Association.

Section 5. Informal Action by Members. Any action required to be taken at a meeting of members of the Association, or any other action which may be taken at a meeting of members, may

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be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

Section 6. Quorum. The members holding a majority of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

Section 7. Proxies. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

ARTICLE V BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. When transferred from Floral Avenue, LLC, to the Association, the number of directors of the Association shall be five (5) with two (2) being elected to one (1) year terms and three (3) being elected to two (2) year terms. A special meeting of the members of the Association shall be called for the purpose of electing directors. After election of the initial five (5) directors for the terms as above stated, all directors shall be elected for terms of two (2) years. Directors must be members in good standing of the Association. Each director shall hold office in the Association until his or her successor shall have been elected and qualified.

Section 3. Regular Meetings. A regular annual meeting of the Board of Directors shall be held without notice other than these bylaws, immediately after, and at the same place as, the annual meetings of members. The Board of Directors may provide by resolution the time and place, either within or without the Village of Skokie, Illinois, for the holding of additional regular meetings of the Board without notice other than such resolution.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. The persons authorized to call special meetings of the Board may fix any place, either within or without the Village of Skokie, Illinois, as a place for holding any special meeting of the Board called by them.

Section 5. Notice. Notice of any special meeting of the Board of Directors shall be given at least four (4) days previous thereto by written notice delivered personally or sent by mail or electronic mail to each director at his or her address or electronic address as shown by records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given electronically, such notice shall be deemed to be delivered the day after transmission of the electronic message. Any director may waive notice of any meeting. The attendance of a director at any

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meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

Section 6. Vacancies. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of any increase in the number of directors, shall be filled by the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 7. Compensation. Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at such regular or special meetings of the Board; provided, that nothing herein contained shall be construed to exclude any director from serving the Association in any other capacity and receiving compensation therefore.

Section 8. Power and Duties of the Board of Directors. All of the powers and duties of the Association existing under these bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors and employees, subject only to approval by members of the Association when such is specifically required. Such powers and duties of the directors shall included, but shall not be limited to, the following, subject however, to the provisions of these bylaws:

1. Assess. To make and collect dues, rates, assessments and charges against members to defray the costs and expenses of maintaining the storm sewers and mail box unit, and such other costs and expenses as may be approved by the Board of Directors and a simple majority vote of the members voting on the issue all as is set forth in the Covenants.
2. Disburse. To use the proceeds of dues, rates, assessments and charges in the exercise of its powers and duties.
3. Maintain. To maintain, repair, and replace the storm sewers and mail box unit, to enter into agreements with governmental and quasi-governmental bodies, including (but not limited to) the County of Cook, and Village of Skokie, on behalf of the Association when, in the determination of the Board of Directors, such agreements are of a general benefit to the Subdivision.
4. Insure. To purchase insurance upon the common property and improvements, and insurance for the protection of the Association and its officers and members.
5. Enforce. To enforce by legal means the provisions of the recorded plat of subdivision of the Subdivision, the Covenants, the Articles of Incorporation and the ByLaws, and the rules and regulations for the use of property within the Subdivision.
6. Rules and Regulations. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification

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of the Subdivision subject to the terms and conditions of the Covenants, and for the health, comfort, safety and general welfare of the owners and occupants of lots in the Subdivision. Written notice of such rules and regulations shall be given to all owners and occupants and the entire Subdivision shall at all times be maintained subject to such rules and regulations.

ARTICLE VI OFFICERS

Section 1. Officers. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary and such other officers as may be elected in accordance with the provisions of this article. The Board of Directors may elect or appoint such other officers, including one or more assistant Secretaries and one or more assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board.

Section 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors and at the regular annual meeting of the Board. If the election of offices shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by a two-thirds (2/3) majority vote of the Board of Directors or by a two-thirds (2/3) majority vote of the members of the Association having voting rights whenever the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the members and of the Board. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these bylaws or by statute to some other officer or agent of the Association; 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 be more than one Vice-President, in the order designated, or in the absence of any designation, then in the order of their election) shall

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perform the duties of the President, and when so acting, shall have the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or the Board.

Section 7. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The cost of any bond shall be paid for by the Association. The Treasurer shall have charge and custody of and be responsible for all monies, funds and securities of the Association; receive and give receipts for money due and payable to the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article IX 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 by the President or by the Board.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the Association records; keep a register of the post offices address of each member which shall be furnished to the Secretary by such member and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board.

Section 9. Assistant Treasurers and Assistant Secretaries. If required by the Board, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer, Secretary, President or Board.

ARTICLE VII COMMITTEES

Section 1. Committees of Directors. The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or such director by law.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in his, her or their judgment the best interests of the Association shall be served by such removal.

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Section 3. Terms of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Chairmen. One member of each committee shall be appointed chairman.

Section 5. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 6. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Rules. Each committee may adopt rules for its own government not inconsistent with these bylaws or with the rules adopted by the Board.

ARTICLE VIII FACILITIES

Section 1. Status. It shall be the sole responsibility of the Association to maintain, repair and replace the storm sewers and mail box unit servicing the Subdivision.

Section 2. Dues, Rates, Assessments and Charges: Failure to Pay.

a) All owners of lots in the Subdivision shall be required to pay dues. Such dues and rates shall be sufficient to provide for the continuous maintenance, repair and replacement of the storm sewers and mail box unit and to maintain an adequate reserve fund for any emergency that may arise.

b) The Association shall have the right, power and authority to make any general or special assessments and charges against members for the purpose of providing additional benefits to the Subdivision, provided, however, that no general or special assessment or charge for such additional benefits shall be made without the giving of notice to all members that the Association will hold a meeting at a time and place to be fixed by said Association for the purpose of levying a general or special assessment or charge and no general or special assessment or charge for such additional benefits shall be made by the Association without the consent and approval of a simple majority vote of eligible members of the Association voting on the issue.

c) The Association shall also have the right, power and authority to fix the date when all said dues, rates, general or special assessments or charges shall be payable and said dues, rates, assessments and charges shall bear interest at the rate of nine per cent per annum, or the highest rate of interest legally chargeable, whichever is less, from due date and the payment of both principal and interest may be enforced by the Association as a lien on the

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real estate on which said dues, rate, assessment or charge is made and said lien may be enforced and foreclosed in any court in Cook County, Illinois, having jurisdiction of suits for the enforcement of such liens.

d) The Association shall, in addition to the foreclosure proceeding above provided for, have the right to institute actions in law against the owner or owners of any lot or lots in the Subdivision to recover any part of any dues, rate assessment or charge made by it and not paid by the owner or owners to the Association.

e) The Association shall have the right to recover all reasonable attorney fees, costs, expenses and court costs incurred in enforcing the collection of any monies due as hereinabove provided, all such reasonable attorney fees, costs, expenses and court costs to be paid by the owner failing to make such payments when due, and also to be enforceable as part of the costs recoverable in any foreclosure proceeding.

f) The Association shall not dissolve or transfer its obligations to maintain, repair, or replace the storm sewers and the mail box unit without the prior approval of the Village of Skokie.

ARTICLE IX

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. Contracts. The Board may authorize any officer or officers, 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, and such authority may be general or confined to specific instances; provided, however, that no contract or indebtedness shall be incurred unless it is provided for in the current budget or is approved by a simple majority of the members entitled to vote and voting on the issue.

Section 2. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice-President of the Association.

Section 3. Deposits. All funds of the Association shall be deposited to the credit of the Association in such banks, trust companies or other depositories as the Board may elect.

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.

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ARTICLE X **BOOKS AND RECORDS**

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

ARTICLE XI **FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

ARTICLE XII **WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the General Not-for-Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation of these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII **AMENDMENTS TO BYLAWS**

These bylaws may be altered, amended or repealed and new bylaws may be adopted only by a vote of two-thirds (2/3) of the entire membership of the Association, provided that at least seven (7) days' written notice is given of intention to alter, amend or repeal or to adopt new bylaws at such meeting; said written notice shall contain specifically the proposed amendments, alterations, repealed sections or new bylaws to be considered at said meeting. No alteration, amendment, repeal or new bylaws shall be effective as to any owner of a lot for which a building permit has not been issued unless such owner consents in writing to such alteration, amendment, repeal or new bylaws.

ARTICLE XIV **FUND RAISING**

The Association reserves the right to raise necessary fund by social events and/or the sale of donated merchandise. All profits from these activities must be turned over to and accounted for by the Association's Board of Directors

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ARTICLE XV LIABILITY AND INDEMNIFICATION

The members of the Board of Directors and officers thereof shall not be liable to the members of the Association for any acts or omissions made in good faith as such member of the Board of Directors or officers. The Association's members shall indemnify and hold harmless each of such directors or officers against any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, if said director or officer acted in good faith and in a manner he or she reasonably believed to be in the best interests of the Association.

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon 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 director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred; provided that in the event of judgment or settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interest of the Association and finds, in the event of settlement or judgment, that the said director or officer has met the applicable standards set forth hereinabove. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.