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RESOLUTION

Whereas, the Declaration of Condominium for 1427 HOMESTEAD CONDOMINIUM was recorded on September 1, 2004; and

Whereas, no Bylaws for the 1427 HOMESTEAD CONDOMINIUM ASSOCIATION were recorded; and

Whereas, Illinois Condominium Law requires the recording of the association bylaws;

NOW THEREFORE:

1427 Homestead Condominium Association hereby acknowledges and ratifies its Bylaws, a copy of which is attached hereto as Exhibit A, and hereby directs its legal representative to record said Bylaws against the real property legally described on Exhibit B, attached hereto.

Action taken by the Board of the Association in open meeting this 5th day of December, 2014.

Ayes 8

Nayes 0

I, Kathleen Wray, Secretary of the 1427 Homestead Condominium Association, hereby certify that this is a true and exact copy of the Resolution passed by the Association Board on the date indicated, and that the original of this Resolution is contained in the Association Records.

Date:

by:

Secretary

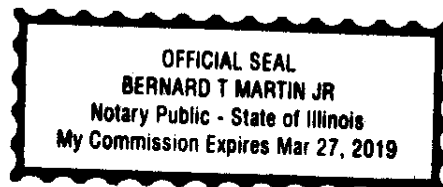


Doc#: 1609146200 Fee: \$140.00
RHSP Fee: \$9.00 RPHF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/31/2016 11:58 AM Pg: 1 of 22

Illinois)
Cook County)

Signed and sworn to before me this 23rd day of April, 2015

[Signature]
Notary Public



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BYLAWS

OF

1427 HOMESTEAD CONDOMINIUM ASSOCIATION

ARTICLE I

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Condominium Property Act (Act), as are now or hereafter may be granted by the Illinois General Not For Profit Corporation Act of 1986. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law that may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments. All capitalized terms used but not defined herein that are defined in the Declaration of Condominium Pursuant to the Condominium Property Act. Condominium have the same meaning ascribed to the terms in the Declaration.

ARTICLE II

Members

Section 1. *Classes of Members, Membership, and Termination Thereof.* The Association shall have one class of members. The designation of the class and the qualifications of the members of the class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate on the sale or other disposition of the member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. 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 ownership and membership in the Association. Furthermore, termination shall not impair any rights or remedies that the Board or others may have against a former Unit Owner arising from, or in any way connected with, 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.

Section 2. *Votes and Voting Rights.*

a. Until the date of the initial meeting of the members, as provided in Article III, Section 1, hereof, the Developer shall have the right to appoint members to the Board of Managers. All such members of the Board of Managers shall be appointed and shall hold office as provided in Article IV, Section 2, of these Bylaws.

b. Commencing with the date of the first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his or her percentage ownership interest in the Common Elements (as defined in the Declaration) times 100 at the time any matter is submitted to a vote of the members.

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c. If a Unit is owned by more than one person, the voting rights with respect to the Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting the Unit Owner. Any proxy must be executed in writing by the Unit Owner or his or her duly authorized attorney-in-fact, must bear the date of execution, and shall become invalid 11 months from the date of its execution. If only one of the persons constituting the Unit Owner is present, that person shall be entitled to cast the votes allocated to the Unit. If more than one of the persons constituting the Unit Owner is present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of those persons. Agreement by a majority in interest of those persons shall be deemed to exist if any of the persons casts the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by any other persons constituting the Unit Owner.

d. Any specified percentage of the members, whether a majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these Bylaws, shall mean the percentage of the total number of votes hereinabove set forth. The percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, that when 30 percent or fewer of the Units, by number, possess over 50 percent in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

Section 3. *Transfer of Membership.* Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1, hereof.

Section 4. *Installment Contracts.* Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of the Unit pursuant to an installment contract for purchase from a seller other than the Trustee or Developer shall, during such times as he or she resides in the Unit, be counted toward a quorum for 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 those rights. In no event may both the seller and purchaser be counted toward a quorum, be permitted to vote for a particular office, 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 §1(e) of the Dwelling Unit Installment Contract Act, approved August 11, 1967, as amended.

ARTICLE III Meetings of Members

Section 1. *Annual Meeting.* The election of the initial Unit Owner Board of Managers shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three years from the date the Declaration is Recorded, (b) sixty days from the date when 75 percent of the Units have been conveyed by the Trustee, or (c) such

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earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held in the month of September each year, provided, however, that no such meeting need be held less than one year after the first annual meeting of the members. 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 members called as soon thereafter as it conveniently may be held. In the event the Developer fails to call the first annual meeting of members by the latest date set forth above, 20 percent of the members may call the first annual meeting by filing a petition to that effect with the Developer, setting forth a date for the meeting. After the filing of the petition, the members filing the petition may send notice of the first annual meeting of members as provided herein and may hold the meeting pursuant to the notice. The Board may disseminate to the members 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. A Unit Owner shall be entitled to receive from the Board or the Developer acting as the Board as provided herein and in the Act, within three working days after the request therefor, the names, addresses, and weighted vote of each Unit Owner entitled to vote at the next annual meeting of members.

Section 2. *Special Meetings.* Special meetings of the members may be called by the Board, the President, or not less than 20 percent of the members. All matters to be considered at special meetings of the members called by not less than 20 percent of the members shall first be submitted in writing to the Board not less than ten days before the date of the special meeting of the members called to consider such matters.

Section 3. *Place and Time of Meeting.* All meetings of the members shall take place at 8:00 p.m., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

Section 4. *Notice of Meetings.* Written or printed notice stating the purpose, place, day, and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting not less than 10, nor more than 30, days before the date of the meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, except that notice of the first annual meeting of the members shall be given to the members at least 21 days prior thereto. 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 proper postage thereon prepaid.

Section 5. *Quorum.* The members present at a meeting in person or by proxy holding 20 percent of the votes that may be cast at any meeting shall constitute a quorum at the meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may be called again only in accordance with the provisions of these Bylaws.

Section 6. *Proxies.* At any meeting of members, a member entitled to vote may vote

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either in person or by proxy, executed in writing by the member or by his or her duly authorized attorney-in-fact. No proxy shall be valid after 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 Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

Section 7. *Manner of Acting.* Except as set forth below, and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be on the affirmative vote of more than 50 percent of the members represented at the meeting. The following matters shall require the affirmative vote of 67 percent or more of all the Unit Owners at a meeting duly called for that purpose:

- a. Merger or consolidation of the Association.
- b. Sale, lease, exchange, or other disposition of all, or substantially all, of the property and assets of the Association.
- c. Purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE IV Board

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

Section 2. *Number, Tenure, and Qualifications.* The number of members of the Board shall initially be three. Until the date of the first annual meeting of the members as hereinabove provided, members of the Board shall be the directors named in the Articles of Incorporation of the Association if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Those members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the number of members of the Board shall be increased to five, and members of the Board shall be elected solely by, from, and among the members of the Association for a term of one year and until their respective successors shall have been elected and qualified. All members of the Board shall be elected at large. Each member of the Board shall hold office without compensation. In the event that a member of the Association is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any shareholder, officer, or director of the corporation, partner of the partnership, beneficiary or individual trustee of the trust, or manager of the other legal entity may be eligible to serve as a member of the Board. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself or herself in office.

Section 3. *Election.* At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A candidate for election to the Board or the candidate's representative shall have the right to be present at the counting of the ballots at the election. The Board may disseminate to Unit

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Owners biographical and background information about candidates for election to the Board if (a) no preference is expressed in favor of any candidate and (b) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated.

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 members. The Board shall, by regulations that the Board may from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four times per year.

Section 5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or 25 percent of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 6. Notice. Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least 48 hours before the date of the special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least 48 hours before the date of each meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his or her address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at or the purpose of any regular or special meeting of the Board shall be specified in the notice. Notices of regular meetings of the Board need not be served on members of the Board. However, copies of notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least 48 hours before the meeting.

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. If less than a majority of the members of the Board are present at the commencement of the meeting, the meeting shall be adjourned and may be called again only in accordance with the provisions of these Bylaws.

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

Section 9. Vacancies. Any vacancy occurring in the Board by reason of death, removal, or resignation of a member of the Board shall be filled by the two-thirds vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next meeting of the members; provided, however, that if a petition is filed with the Board signed by members holding 20 percent of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his or her predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition, and a meeting of the members for the purpose of filling the vacancy for the unexpired term shall be called no later than 30 days following the filing of the petition. Members of the Board, including those appointed by the

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Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective on receipt. If, as a result of the death, removal, or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 10. *Removal* From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of 67 percent of all the members of the Association at a special meeting called for that purpose.

Section 11. *Adoption of Rules and Regulations.* All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members 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 conform to the requirements of the Act and the Declaration and these Bylaws. No quorum is required at the meeting of the members. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United State or §4 of Article I of the Illinois Constitution. No rule or policy shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit.

Section 12. *Open Meetings.* All meetings of the Board, whether regular or special, shall be open to the members of the Association, except for meetings

- 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 rules and regulations of the Association, or a member's unpaid share of Common Expenses.

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

Section 13. *Contracts.* The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a Board member's family has a 25 percent or more interest unless notice of intent to enter the contract is given to Unit Owners within 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 20 percent of the Unit Owners, for an election to approve or disapprove the contract. The petition shall be filed within 20 days after the notice, and the election shall be held within 30 days after filing the petition. For purposes of this Section 13, a Board member's immediate family means the Board member's spouse, parents, and children.

Section 14. *Powers and Duties.* The powers and duties of the Board shall include, but

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not be limited to, the operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements. However, nothing in the foregoing sentence shall be deemed to invalidate any provision in the Condominium Instruments placing limits on expenditures for capital additions or capital improvements to the Common Elements (other than for purposes of repairing, replacing, or restoring portions of the Common Elements) by the Board without the prior approval of the Unit Owners.

Section 15. *Board's 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 the Declaration, the rules and regulations, or the Bylaws, the determination thereof by the Board shall, absent manifest error, be final and binding on each and all of the Unit Owners of ownership of units that remain in the name of the developer. Owners may serve successive terms, but no term may be more than two years. In addition, the terms of at least one third of the directors must expire each year. 765 ILCS 605/18(a)(1). All unit owners are eligible to serve on the board even if they do not reside on the property.

ARTICLE V 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), a Treasurer, and a Secretary.

Section 2. *Election and Term of Office.* The President, Secretary, Treasurer, and Vice President or Vice Presidents of the Association shall be elected annually by the Board at the first regular meeting of the Board held after the annual meeting of the members from among the members of the Board. If the election of officers shall not be held at this meeting, the election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until a successor shall have been duly elected and shall have qualified. An officer may succeed himself or herself in office. Officers shall serve without compensation.

Section 3. *Removal.* Any officer elected by the Board may be removed by a majority vote of the members 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 member of the Board no longer serving.

Section 5. *President.* The President shall be a Unit Owner and 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, contracts, or other instruments the Board has authorized to be executed, and any amendment to the Declaration or Plat as provided in the Act, 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, the Vice Presidents, in order of their election) shall be a Unit Owner and shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions on the President. Any Vice President shall perform such

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other duties as from time to time may be assigned by the President or by the Board.

Section 7. *Treasurer.* The Treasurer shall be a Unit Owner and shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for money due and payable to the Association from any source whatsoever, and deposit all such money in the name of the Association in those banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII 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 be a Unit Owner and 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; receive all notices on behalf of the Association; together with the President, execute on behalf of the Association amendments to the Condominium Instruments and other documents as required or permitted by the Declaration, these Bylaws, or the Act; be custodian of the records and, if the Association is incorporated, of the seal of the Association and if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; 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.

ARTICLE VI

Powers and Duties of the Association and Board

Section. 1. *General Duties, Powers, etc., of the Board* The Board shall exercise for the Association all powers, duties, and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- a. To provide for the operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements to the extent the operation, care, upkeep, maintenance, replacement, and improvement of Limited Common Elements are not imposed on Unit Owners hereunder;
- b. To prepare, adopt, and distribute the annual budget for the Property;
- c. To levy and expend assessments;
- d. To collect assessments from Unit Owners;
- e. To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- f. To obtain adequate and appropriate kinds of insurance;
- g. To own, convey, encumber, lease, and otherwise deal with Units and land conveyed to or purchased by it;
- h. To adopt and amend rules and regulations covering the details of the operation

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and use of the Property, but no such rule or regulation shall make improper or illegal any program or activity of the Developer that, immediately prior to the adoption or amendment of the rule or regulation, was otherwise proper or legal hereunder;

- I. To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- j. To have access to each Unit, from time to time, as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;
- k. To borrow money at such rates of interest as it may determine, issuing its notes, bonds, and other obligations to evidence the borrowing, and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income;
- l. To pay real estate property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or other lawful taxing or assessing body that are authorized by law to be assessed and levied on the real property of the condominium (other than assessments on Units not owned by the Association);
- m. To impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed on, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;
- n. To assign the Association's rights to future income, including the right to receive assessments for Common Expenses;
- o. To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility, when authorized by the members under the provisions of Subparagraph 5c of the Declaration;
- p. To record the granting of an easement for the laying of cable television cable when authorized by the members under the provisions of Subparagraph 5c of the Declaration;
- q. To record the granting of an easement for construction, maintenance, or repair of a project for protection against water damage or erosion; and
- r. To make reasonable accommodation of the needs of handicapped Unit Owners, as required by the Illinois Human Rights Act, in the exercise of its powers with respect to the use of the Common Elements or approval of modification in an individual Unit.

In the performance of their duties, the officers and members of the Board shall exercise, whether appointed by the Developer or elected by the members, the care required of a fiduciary of the members.

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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 manager or managing agent, who may be any person, firm, or corporation, on such terms and compensation as the Association deems fit, and to remove the manager or managing agent at any time, provided any agreement with the manager or managing agent shall extend for not more than 3 years and must be terminable by either party to the agreement without cause and without payment of a termination fee, on 90 days' or less prior written notice. Such manager or managing agent shall meet the standards set forth in Section 18.7 of the Act;
- b. To engage the services of any person (including but not limited to accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association in the operation, repair, maintenance, and management of the Property or in connection with any duty, responsibility, or right of the Association and to remove, at any time, 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; and
- e. Upon authorization of a two-thirds vote of the members of the Board, or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for that purpose, acting on behalf of all Unit Owners, to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments, or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them. The granting of licenses, leases, or concessions as provided in Paragraph 4 of the Declaration shall not be considered conducting an active business for profit.

Section 3. *Authorized Expenditures*. The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent, or other personnel above provided for, the following:

- a. Water, waste removal, heating, electricity, telephone, or other necessary utility services for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof;
- b. Such insurance as the Association is required or permitted to obtain as provided in the Declaration;
- c. Landscaping, gardening, snow removal, tuck-pointing, and painting, cleaning, decorating, maintaining, repairing, and replacing portions of the

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- Common Elements (but not including the Limited Common Elements, which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain, and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire such furnishings and equipment for the Common Elements;
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments that the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein;
 - e. Any amount necessary to discharge any mechanics lien or other encumbrance levied against the Property or any part thereof that may in the opinion of the Association constitute a lien against the Property or against the Common Elements rather than merely against the interest therein of particular Unit Owners; when one or more Unit Owners are responsible for the existence of such a lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of the lien or liens shall be specially assessed to the Unit Owners and shall, until paid by the Unit Owners, constitute a lien on the interest of the Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the 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 under the terms hereof, if the maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements or any other portion of the Property, and the owner of the Unit has failed or refused to perform the maintenance or repair within a reasonable time after written notice of the necessity of the maintenance or repair is delivered by the Association to the Unit Owner; provided that the Association shall levy a special assessment against the Unit Owner for the cost of the maintenance or repair, and the amount of the special assessment shall constitute a lien on the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of the Common Expenses; and
 - g. Maintenance and repair (including payment of real estate taxes and Common Expenses) with respect to any Unit owned by the Association.

If, due to the act or neglect of a Unit Owner or of a member of his or her family or of a household pet or guest or other authorized Occupant or visitor of the Unit Owner, 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 assessment against the Unit Owner of a charge for the damage and the maintenance, repairs, and replacements as may be determined by the Board, to the extent not covered by insurance, and the amount of the special assessment shall constitute the interest of the Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in §9 of the Act with respect to liens for failure to pay a share of

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the Common Expenses.

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 thereto, shall be approved by the Association, and a written memorandum thereof shall be prepared and signed by the Treasurer. There shall be no structural alterations to, capital additions to, or capital improvements on the Common Elements or property owned by the Association (other than for purposes of repairing, replacing, and restoring existing portions of the Common Elements) requiring an expenditure in excess of \$5,000 without the prior approval of 67 percent of the Unit Owners. Separate or special assessments for additions or alterations to the Common Elements or to Association-owned property not included in an Annual Budget (defined in Article VI, Section 4, of the Bylaws) are subject to the approval of 67 percent of the Unit Owners.

As used herein, the term "repairing, replacing, and restoring" means to repair, replace, or restore deteriorated or damaged portions of the then-existing decorations, facilities, structural or mechanical components, interior or exterior surfaces, or energy systems and equipment to their functional equivalent prior to the deterioration or damage. In the event the replacement of a Common Element may result in an improvement over the quality of that Common Element as originally designed, the Board may provide for the improvement, provided that if the improvement is over and above the functional equivalency of what existed before and results in a proposed expenditure in excess of 5 percent of the Annual Budget, the Board, on receipt of a written petition by Unit Owners with 20 percent of the votes of the Association, within 14 days after the Board's action to approve the expenditure, shall call a special meeting of Unit Owners within 30 days after its receipt of the petition. Unless a majority of the total votes of the Unit Owners are cast at this special meeting to reject the expenditure, the Board's decision to make the expenditure is ratified.

Section 4. *Annual Budget.*

a. Each year, on or before November 1st, the Board shall estimate the annual budget of Common Expenses (Annual Budget), including the total amount required for the cost of wages, materials, insurance, services, and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements (as hereinafter specified) and each Unit Owner's proposed assessment for Common Expenses, together with an indication of which portions of the Annual Budget are intended for 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 30 days before the adoption thereof. The Association shall give Unit Owners notice as provided in Article III, Section 4, of the Bylaws of the meeting of the Board at which the Board proposes to adopt the Annual Budget or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted.

b. If the Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment or any nonrecurring Common Expenses or any Common Expenses not set forth in the Annual Budget as adopted, the Board may at any time levy a further 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

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payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of the further assessment on all Unit Owners (as provided in Article III, Section 4, of the Bylaws) by a statement in writing, giving the amount and reasons therefor, and the further assessment shall become effective and shall be payable at such time or times as determined by the Board. All Unit owners shall be obligated to pay the further assessment.

c. If an adopted Annual Budget or any special assessment requires assessment against Unit Owners in any year exceeding 115 percent of the assessments (both regular and special, if any) for the preceding year, the Board, on written petition by Unit Owners representing 29 percent of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or special assessment. Unless a majority of the votes of the Unit Owners are cast at a meeting to reject the budget or special assessment, it is ratified. In determining whether special assessments, together with regular assessments, exceed 115 percent of similar assessments in the preceding 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 the assessment without the right of Unit Owner veto set forth in this paragraph. As used herein, "emergencies" mean an immediate danger 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 the Owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of that year.

e. The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the amounts shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then-existing monthly rate established for the previous period until the monthly assessment payment that is due more than ten days after the new annual Budget shall have been mailed.

f. Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit owners the portion of the insurance premium for insurance the Association is required or permitted to obtain that reflects increased charges for coverage on the Units owned by those Unit Owners, on such reasonable basis as the Board shall determine. The charge shall be considered a Common Expense with respect to the Units owned by the Unit Owners for all purposes herein and under the Declaration.

g. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

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Section 5. *Annual Accounting.*

a. On or before the 1st day of April of each calendar year commencing 20, the Association shall supply 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 capital expenditures or repairs or payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six months after rendering of the accounting.

b. The Association shall allow any First Mortgagee to examine the books and records of the Association during reasonable business hours and to receive, on request, annual reports and other financial data prepared by the Association, or at its direction.

c. The Association shall provide an audited financial statement for the preceding fiscal year within 120 days after the end of the fiscal year on submission of a written request by any holder, insurer, or guarantor of a first mortgage secured by a Unit.

Section 6. *Reserves.*

a. The Association shall build up and maintain a reasonable Reserve for operations, contingencies, and replacement. To establish the Reserve, the Developer shall collect from each Unit Owner, on conveyance by the Trustee of a Unit to the Unit Owner, an amount equal to one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of the members and shall remit that amount to the Association. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year shall be charged first against the Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency on such conditions as the Association or the Board deems appropriate. On or before the day of the first annual meeting of members, the Developer shall pay for each Unit then owned by the Trustee that Unit's percentage interest multiplied by one sixth of the Annual Budget as initially established by the Developer for the first year following the first annual meeting of members. When the Units are later sold, the Developer may collect from the purchasers of the Units sufficient funds to reimburse itself for the funds paid at the time of the first annual meeting of the members. The Developer may not use any of the Reserves to defray any of its expenses or make up any budget deficits while the Developer is in control of the Association.

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: (1) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and

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energy systems and equipment; (2) the current and anticipated return on investment of Association funds; (3) any independent professional Reserve study the Association may obtain; (4) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (5) the ability of the Association to obtain financing or refinancing. 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 67 percent of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this section, that fact must be disclosed after the meeting at which the 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 §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 the Reserve requirements, the Association may by a vote of not less than 67 percent of the total votes of the Association elect to again be governed by the Reserve requirements of this section.

Section 7. *Default in Payment.* If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for 30 days, the Association may assess a late fee in an amount to be determined by the Board and adopted as part of the Association rules and regulations. The late fee shall be charged for each month or part thereof that the balance, or any part thereof, remains unpaid. The Association may bring suit for and on behalf of itself, and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of the suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. In addition, the Association may also take possession of the defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit. annual budget, the owners may not reject the assessment unless the budget exceeds the 115-percent threshold. If the addition or alteration is not included in the budget, it must be approved by two thirds of the total votes of the owners. In determining whether a special assessment exceeds 115 percent, the total amount of a multiyear assessment is included in the sum. *Id.*

Section 8. *Books of Account and Statement of Account.*

a. The Association shall keep full and correct books of account, which shall be open for inspection by any Unit Owner, or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

b. Upon ten days' notice to the Association, any 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 that Unit Owner.

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Section 9. *Other Powers and Duties.* The Association may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the Property designated for those purposes; provided, however, that the Association shall have the right of access to all such storage spaces that contain pipes or other portions of the Common Elements that the Association has the duty or right to maintain, repair, or replace. Any such designation by the Association shall not thereafter be changed except on the affirmative vote of a majority of the Unit Owners. All property stored in any storage area shall be at the sole risk of the respective Unit Owner who has the privilege to use it, and neither the Association nor any other Unit Owner shall be considered a bailee, or otherwise responsible therefor.

ARTICLE VII

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, and that authority may be general or confined to specific instances.

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, or agent or agents, of the Association, and in such manner, as shall from time to time be determined by resolution of the Association. In the absence of such a determination by the Association, the instruments shall be signed by the Treasurer and countersigned by the President of the Association.

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

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

ARTICLE VIII

Books and Records

Section 1. *Maintaining Books and Records.* The Association shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board.

Section 2. *Availability for Examination.*

a. The manager or Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

1. Declaration, Bylaws, Plats of survey, and all amendments of these;
2. Rules and regulations of the Association;

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3. The Articles of Incorporation and all amendments to the Article of Incorporation;
4. Minutes of all meetings of the Association and its Board for the immediately preceding seven years;
5. All current policies of insurance;
6. 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;
7. A current listing of the name, address, and weighted vote of all members entitled to vote
8. Ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding 12 months, including but not limited to the election of members of the Board; and
9. The books and records of account for the Association's current and 10 immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

b. Any members of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions 1, 2, 3, 4, and 5 of Paragraph a of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within 30 days of receipt of the member's written request shall be deemed a denial.

Any member who prevails in an enforcement action to compel examination of records described in subdivisions 1, 2, 3, 4, and 5 of Paragraph a of this Section shall be entitled to recover reasonable attorneys' fees and costs from the Association.

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

A reasonable fee covering the direct out-of-pocket cost of providing the information and copying may be charged by the Association or the Board.

ARTICLE IX Fiscal Year

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

ARTICLE X Waiver of Notice

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

ARTICLE XI Amendments to Bylaws

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted on the affirmative vote of 67 percent of all of the members at a regular meeting, or at any special meeting called for that purpose, by recording an instrument in writing setting forth the alteration, amendment, or repeal that is signed and acknowledged by an authorized member of the Board and that contains an affidavit by an officer of the Association certifying that the necessary affirmative vote of the members of the Association has been obtained.

ARTICLE XII Liability of Board Members and Officers; Indemnification

Neither the directors nor the officers of the Association shall be liable to the Association or the Unit Owners for any mistake of judgment, or for any other acts or omissions of any nature whatsoever, as directors and officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall defend, indemnify, and hold harmless any person who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that the person is or was a director or officer of the Association against expenses (including attorneys fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with the action, suit, or proceeding if that person acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or plea of nob contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of the action, suit, or proceeding, as authorized by the Board in the specific case, on receipt of an undertaking by or on behalf of the director or the officer of the Association to repay the amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article. The sums necessary to discharge the obligations of the Association under this Article shall be Common Expenses.

The indemnification provided by this Article shall not be deemed exclusive of any

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other rights to which a person seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in other capacity while holding office, and shall continue as to a person who has ceased to be a director or an officer of the Association. Directors appointed by the Developer, and officers elected by directors appointed by the Developer, shall be entitled to all the protections of this Article.

ARTICLE XIII Construction

- a. Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. The Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Property. If there is any inconsistency or conflict between these Bylaws and the aforesaid Declaration, the provisions of the Declaration shall control.
- b. All words and terms used herein that are also used in the Declaration shall have the same meaning as in the Declaration.
- c. In the event that the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board" respectively, wherever they appear herein.

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EXHIBIT A

Legal Description

THE SOUTH 17 FEET OF LOT 16, ALL OF LOT 17 AND LOT 18 (EXCEPT THE SOUTH 17 FEET THEREOF) IN TALMAN AND THIELE'S WEST 26TH STREET SUBDIVISION IN LAGRANGE PARK IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address: 1427 Homestead Rd., La Grange Park, Ill. 60526

PIN: 15-28-413-015

Property of Cook County Clerk's Office

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NOTARIZATION OF THE
BYLAWS
OF
1427 HOMESTEAD CONDOMINIUM ASSOCIATION

I, Sharon Hammer, being first duly sworn, hereby depose and state that I am the President of the 1427 Homestead Condominium Association, and that the foregoing attached Bylaws are the true and exact Bylaws of said 1427 Homestead Condominium Association, as passed by Resolution of the Board of the Association on April 23, 2015.

3-21-16
date

Sharon Hammer
Sharon Hammer, President

State of Illinois)
) SS
County of Cook)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that SHARON HAMMER, personally known to me to be the President of the 1427 HOMESTEAD CONDOMINIUM ASSOCIATION, of La Grange Park, Illinois, and to be the same persons whose name is subscribed to the foregoing association BYLAWS, appeared before me this day in person and acknowledged that she signed, sealed and delivered said BYLAWS as her free and voluntary act as said President, for the uses and purposes therein set forth, and to fulfill the requirement that Association Bylaws be recorded with the Recorder of Deeds of the county in which the real property is located.

GIVEN under my hand and Notarial Seal March 21, 2016
Bernard T. Martin Jr.
Notary Public

