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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 09/22/2017 10:28 AM PG: 1 OF 15

## Declaration and By-Laws for Hawthorne Townhome Association

This Declaration and By-Laws for Hawthorne Townhome Association is made and entered into by the members of the common interest community commonly known as Hawthorne Townhomes, located at 2625 and 2633 Hawthorne Lane, Flossmoor, Cook County, Illinois, and having the following legal description

Lot 2 in the Re-Subdivision of Lots 1 thru 8 inclusive, in the Subdivision of the South 300 feet of Lot 1 of Block 2 of Wells and Nellegar's Subdivision of the North 17 1/2 Acres West of the Illinois Central Railroad of the N.E. 1/4 of Section 12, Township 35 North, Range 13 East of the 3rd P.M., according to the plat thereof recorded January 9, 1928, as Document No. 9891991, in Cook County, Illinois.

### Article I Definitions

- A. **Acceptable Technological Means.** "Acceptable Technological Means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail or any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification and verifiability.
- B. **Annual Meeting.** "Annual Meeting" means the annual meeting of the Membership.
- C. **Association.** "Association" means the association of all Members, acting pursuant to this Declaration and By-Laws through its duly elected Board, through the entity incorporated under the laws of the State of Illinois as Hawthorne Townhome Association, Inc.
- D. **Building.** "Building" means an unattached structure containing either four or six townhomes.

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- E. **Board.** "Board" means the group of people elected by and among the Members as the governing body of the Association, to exercise for the Members all powers, duties and authority vested in it under this Declaration and By-Laws and any applicable law.
- F. **Declaration and By-Laws.** "Declaration and By-Laws" means this instrument, titled Declaration and By-Laws for Hawthorne Townhome Association.
- G. **Lot 2.** "Lot 2" means the legal description set forth above.
- H. **Member.** "Member" means a person or entity designated as an owner of a Unit.
- I. **Membership.** "Membership" means the collective group of Members.
- J. **Parking Lot.** "Parking Lot" means the south sixty-two feet of the Property, as shown on the Plat.
- K. **Plat.** "Plat" means the plat of survey of Lot 2, a copy of which is attached hereto and incorporated herein as Exhibit A.
- L. **Property.** "Property" means all the land, property and space comprising Lot 2, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Members, under the authority or control of the Association.
- M. **Unit.** "Unit" means a part of the Property designed and intended for independent use.

## Article II Units

- A. **Common Description.** The Property contains twenty Units, each consisting of a single-family, two-story townhome and adjacent land. The Units are arranged in two groups, one known as 2625 Hawthorne Lane and the other known as 2633 Hawthorne Lane. Each group contains two Buildings shared among ten Units labeled A through J. One Building in each group is shared by Units A through D, and the other Building in each group is shared by Units E through J.
- B. **Legal Description.** The legal description of each Unit is set forth below and on the Plat.

Group	Label	Legal Description
2625	A	The East ½ of the North 26.11 feet of the South 88.11 feet of Lot 2
2625	B	The East ½ of the North 20.55 feet of the South 108.66 feet of Lot 2
2625	C	The East ½ of the North 20.55 feet of the South 129.21 feet of Lot 2
2625	D	The East ½ of the North 28.74 feet of the South 157.95 feet of Lot 2
2625	E	The East ½ of the North 28.74 feet of the South 186.69 feet of Lot 2
2625	F	The East ½ of the North 20.55 feet of the South 207.24 feet of Lot 2

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2625	G	The East ½ of the North 20.55 feet of the South 227.79 feet of Lot 2
2625	H	The East ½ of the North 20.55 feet of the South 248.34 feet of Lot 2
2625	I	The East ½ of the North 20.55 feet of the South 268.89 feet of Lot 2
2625	J	The East ½ of Lot 2 (ex. the South 268.89 feet thereof)
2633	A	The West ½ of the North 26.11 feet of the South 88.11 feet of Lot 2
2633	B	The West ½ of the North 20.55 feet of the South 108.66 feet of Lot 2
2633	C	The West ½ of the North 20.55 feet of the South 129.21 feet of Lot 2
2633	D	The West ½ of the North 28.74 feet of the South 157.95 feet of Lot 2
2633	E	The West ½ of the North 28.74 feet of the South 186.69 feet of Lot 2
2633	F	The West ½ of the North 20.55 feet of the South 207.24 feet of Lot 2
2633	G	The West ½ of the North 20.55 feet of the South 227.79 feet of Lot 2
2633	H	The West ½ of the North 20.55 feet of the South 248.34 feet of Lot 2
2633	I	The West ½ of the North 20.55 feet of the South 268.89 feet of Lot 2
2633	J	The West ½ of Lot 2 (ex. the South 268.89 feet thereof)

- C. **Identification.** Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying label set forth above, and every such description shall be deemed good and sufficient for all purposes, and shall be deemed to convey, transfer, encumber or otherwise affect a Member's corresponding percentage of ownership in the Property.
- D. **Easements.** The following easements exist pursuant to the Declaration of Easements filed with the Cook County Recorder of Deeds on May 8, 1958, under Document No. 17200811.
1. Easement for ingress and egress over the West 5 feet of the North 232 feet of Lot 2 for the benefit of and appurtenant to Units comprising 2633 Hawthorne Lane.
  2. Easement for ingress and egress over the East 5 feet of the North 232 feet of Lot 2 for the benefit of and appurtenant to Units comprising 2625 Hawthorne Lane.
  3. Easement for ingress and egress over the West 10 feet of the East 80 feet of Lot 2 for the benefit of and appurtenant to each Unit.
  4. Easement for ingress, egress and parking purposes over the South 62 feet of Lot 2 for the benefit of and appurtenant to each Unit.
  5. Easement for ingress and egress over the North 5 feet of the South 62 feet of Lot 2 for the benefit of and appurtenant to each Unit.
  6. Easement for public utilities, including but not limited to sewers, gas, water, electricity and telephone facilities over, under and across the North 10 feet, the East 13 feet and the West 13 feet of Lot 2.
- E. **Painting and Decorating.** Exterior painting and decorating of Units shall conform in color and quality to the exterior painting and decorating of all other Units. Members shall obtain permission in writing from the Board prior to changing the outward

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appearance of a Unit, including but not limited to the placement or replacement of utility and trash corrals, awnings, shutters, gutters, doors, windows, sidelights, porches, decks, windows, siding or a change in paint color. Failure to obtain prior Board approval hereunder will result in a fine determined by the Board. Notwithstanding the foregoing, Members may paint the front door of their Unit the color of their choice without seeking prior Board approval.

## **Article III** **Common Area**

- A. **Ownership.** Each Unit has an equal, undivided ownership interest in the Parking Lot.
- B. **Designated Use.** The Parking Lot is divided into twenty individual parking spaces, each one designated for use by one Unit. The Members of each Unit may occupy the parking space associated with that Unit, and no other parking space.
- C. **Towing.** The Board has authority to have any unauthorized vehicle towed from the Parking Lot, but is not required to exercise such authority. Members may have unauthorized vehicles towed from their designated parking space at the vehicle owner's expense.

## **Article IV** **Administration**

- A. **Board.** The Board shall be responsible for the administration of the Property, and shall have all the powers, duties and authority vested in it under this Declaration and By-Laws and any applicable law.
- B. **Meetings.** The Board shall meet at least four times annually. One such meeting shall be designated as the Annual Meeting.
  - 1. **Open.** Every meeting shall be open to any Member, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (a) 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) discuss third party contracts or information regarding appointment, employment, engagement or dismissal of an employee, independent contractor, agent or other provider of goods and services; (c) interview a potential employee, independent contractor, agent or other provider of goods and services; (d) discuss violations of Association rules and regulations; (e) discuss a Member's unpaid share of common expenses; or (f) consult with the Association's legal counsel. Any vote on these matters shall take place at a Board meeting or portion thereof open to Members.
  - 2. **Notice.** Notice of the Annual Meeting and any other Membership meeting shall be given to Members not less than 10 and not more than 30 days prior to the

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meeting, and shall detail the time, place and purpose of such meeting. Notice of Board meetings shall be given to Members at least 48 hours prior to the meeting.

3. **Quorum.** Members of four or more Units shall constitute a quorum for any Membership meeting. Three Board members shall constitute a quorum for any Board meeting. Board members may participate in and act at any Board meeting either in person, by telephone or by use of any Acceptable Technological Means whereby all persons participating in the meeting can communicate with each other; such participation shall constitute attendance and presence in person at the meeting.
  4. **Annual Meeting.** The Annual Meeting shall take place in October of every year, or as soon thereafter as practical, and shall afford one Member from each Unit an opportunity to vote on the proposed annual budget and to elect at least one Member to serve on the Board.
  5. **Special Meetings.** Special meetings of the Membership may be called by any Board member or by Members of at least four Units. Special meetings of the Board may be called by any Board member.
  6. **Recording.** Any Member may record any portion of proceedings required to be open at any Board or Membership meeting by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.
  7. **Member Comments.** The Board shall reserve a portion of every meeting for comments by Members. The duration and meeting order for Member comments is within the sole discretion of the Board.
  8. **Action.** Unless otherwise provided herein or under applicable law, any action may be taken at any meeting at which a quorum is present by a majority vote of those present and eligible to vote.
- C. **Elections.** The Board shall consist of five Members, at least one of whom shall reside at 2625 Hawthorne Lane and one whom shall reside 2633 Hawthorne Lane. All five Board members shall be elected at the first annual meeting following the recording of this Declaration and By-Laws. Three of the five Board members elected at the first annual meeting shall serve a two-year term; the other two Board members elected shall serve a one-year term. At each annual meeting thereafter, elections shall be had to fill expired Board member positions and any other Board vacancies.
1. **Eligibility.** Members that reside at the Property at least nine months of the year are eligible to serve on the Board. If there are multiple Members representing a single Unit, only one of the Members of the Unit shall be eligible to serve on the Board at any one time.

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2. **Term.** Except for the one-year terms provided for above, the term for each Board member is limited to two years. Board members may, however, succeed themselves.
3. **Compensation.** Board members shall serve without compensation.
4. **Voting.** Each Unit is entitled to one equal vote for each open Board member position, and may cumulate its votes in an election for more than one Board member. If there are multiple Members representing a single Unit, only one of the Members shall be eligible to vote. The candidate(s) with the most votes shall be elected to the Board. If there is a tie vote among candidates, the Board members whose terms are active shall choose from among the candidates receiving an equal number of votes.
5. **Method for Voting.** A Member may vote by: (a) proxy executed in writing by the Member, or by a duly authorized attorney in fact, that bears the date of execution; (b) submitting an Association-issued ballot in person at the election meeting; or (c) submitting an Association-issued ballot to the Board or its designated agent by mail or through Acceptable Technological Means at least seven days prior to the election meeting. All votes cast under this Paragraph are valid for the purpose of establishing a quorum.
6. **Ballots.** To be placed on the ballot at an Annual Meeting, Members must give the Board notice of candidacy no later than the last day of August prior to the Annual Meeting. In elections occurring outside the Annual Meeting, Members must give the Board notice of candidacy within five days of receiving notice of the election meeting.
7. **Proxy.** Any proxy distributed for Board elections by the Board shall give Members the opportunity to designate any person as the proxy holder and to express a preference for any of the known candidates or to write in a name.
8. **Instructions.** Instructions regarding the use of Acceptable Technological Means for voting shall be distributed to all Members not less than 10 and not more than 30 days before the election meeting. The instruction notice shall: (a) define the technological means permitted and the deadline for casting votes through such means; (b) include the names of all Members who have given the Board timely notice of candidacy; (c) provide an opportunity to vote for Members whose names do not appear on the ballot; and (d) state that a Member who submits a vote using Acceptable Technological Means may request and cast a ballot in person at the election meeting that will void any vote previously submitted by that Member.
9. **Removal.** A Board member may be removed at a special meeting of the Membership called for that purpose by affirmative vote of Members representing at least fourteen Units.

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10. **Vacancy.** If there is a vacancy on the Board, the remaining Board members may fill the vacancy by a two-thirds vote until the next Annual Meeting or until Members of at least four Units request, in writing to the Board, a meeting to fill the vacancy. Upon receipt of such request, the Board shall call an election meeting within thirty days.
11. **Compliance.** If no election is held to elect Board members within the time period specified herein, or within a reasonable amount of time thereafter not to exceed 90 days, then Members of at least four Units may bring an action to compel compliance. If the court finds that an election was not held within the required period due to the bad faith acts or omissions of the Board, the Members shall be entitled to recover reasonable attorney fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to the lack of a quorum, then this Paragraph does not apply.
- D. **Officers.** Following the election at each Annual Meeting, the newly constituted Board shall elect from amongst themselves the following officers.
1. **President.** A president, who shall, among other things, preside over meetings, create agendas, assign duties and execute documents on behalf of the Association.
  2. **Secretary.** A secretary, who shall, among other things, keep and maintain Association records, take minutes of meetings, distribute the minutes to Members and communicate with Members on behalf of the Board.
  3. **Treasurer.** A treasurer, who shall, among other things, keep the financial records and books of account, process payments and pay bills, oversee the collection of assessments and prepare the annual budget and accounting.
  4. **2625 Building Representative.** A representative for 2625 Hawthorne Lane, who shall, among other things, represent the interests of the Members residing at 2625 Hawthorne Lane.
  5. **2633 Building Representative.** A representative for 2633 Hawthorne Lane, who shall, among other things, represent the interests of the Members residing at 2633 Hawthorne Lane.
- E. **Powers and Duties of the Board.** In addition to the powers and duties described elsewhere in this Declaration and By-Laws, and those set forth under applicable law, the Board shall have the following powers and duties.
1. **Property Oversight.** To oversee the maintenance, repair and replacement of the following items and areas of the Property, and to take any action with respect thereto: (a) the Parking Lot; (b) parkways and sidewalks; (c) the security lighting system; (d) the easement for ingress and egress over the West 10 feet of the East 80 feet of Lot 2; (e) Unit front lawns, but only for purposes of fertilizing, weeding

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and mowing; (f) trees and shrubs surrounding electrical transformers; (g) roofing, soffits, fascia, chimneys, gutters and downspouts on Buildings; (h) tuckpointing and siding on Buildings; (i) grease traps; (j) utility and trash corrals; and (k) any other item or area of the Property where Board oversight is in the best interests of the Association.

2. **Service Contracts.** To engage the services of others to perform the maintenance, repair and replacement of the items and areas of the Property overseen by the Board, including the services of a manager or managing agent.
3. **Public Utilities.** To establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Illinois Tenant Utility Payment Disclosure Act.
4. **Emergency Action.** To ratify and confirm actions of Board members taken in response to an immediate danger to the structural integrity of the Property or to the life, health, safety or property of the Members, provided the Board gives notice to the Members of the occurrence and a general description of the actions taken to address the occurrence within 7 business days.
5. **Fines.** To levy and collect reasonable fines from Members for violations of this Declaration and By-Laws or any other rules or regulations adopted by the Board, provided the Board gives Members notice of the violation and an opportunity to be heard.
6. **Standing.** To have standing and capacity to act in a representative capacity on behalf of the Members in relation to matters involving the Property.
7. **Records.** To maintain the following records of the Association and make them available for examination and copying by any Member at convenient hours of weekdays.
  - a. Copies of this Declaration and By-Laws and any other community instruments, including covenants, bylaws, amendments, articles of incorporation, articles of organization, annual reports and any rules and regulations adopted by the Board.
  - b. Detailed and accurate records in chronological order of the receipts and expenditures affecting the items and areas of the Property that the Board oversees, specifying and itemizing the maintenance and repair expenses of such items and areas and any other expenses incurred.
  - c. Copies of all contracts, leases and other agreements entered into by the Board.



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- d. The minutes of all Board meetings, which shall be maintained for not less than seven years.
  - e. Ballots and any related proxies for Board elections and any other matters voted on by the Membership, which shall be maintained for not less than one year, provided that the Member requesting such records does so in writing and states a proper purpose for the request.
  - f. Other Board records that are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not For Profit Corporation Act of 1986, provided that the Member requesting such records does so in writing and states a proper purpose for the request.
  - g. Written designations submitted by Units owned by a land trust, a living trust or other legal entity of the person eligible to cast votes on behalf of the Unit.
8. **Document Fees.** To charge a reasonable fee for the cost of retrieving and copying records requested hereunder.
9. **Budget.** To prepare and distribute to all Members a detailed proposed annual budget, setting forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit's proposed common expense assessment.
- a. All budgets adopted by the Board shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the items and areas of the Property that the Board oversees. To determine the amount of reserves appropriate, the Board shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the items and areas of the Property that the Board oversees; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study that the Association may obtain; (iv) the financial impact on Members of any assessment increase needed to fund reserves; (v) the market value of the Units; and (vi) the ability of the Association to obtain financing or refinancing.
  - b. The proposed annual budget shall be distributed to Members at least 30 days but not more than 60 days prior to the Annual Meeting and shall indicate which portions of the proposed annual budget are intended for reserves and capital expenditures or repairs.
  - c. If total common expenses exceed the total amount of the approved and adopted budget, the Board shall disclose the variance to the Members

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and specifically identify the subsequent assessments needed to offset the variance in future budgets.

- d. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the Property or to the life, health or safety of the Membership.
- e. Assessments for additions and alterations to the Property not included in the adopted annual budget shall be separately assessed and are subject to approval of a simple majority of the total number of Units represented at a meeting called for that purpose.
- f. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon receipt of a written petition signed by Members of at least four Units within 14 days of the Board action, shall call a Membership meeting within 30 days to consider the budget or separate assessment. Unless a simple majority of the total votes cast at the meeting reject the budget or separate assessment, it shall be deemed ratified.
- g. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments, other than assessments for emergencies, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

- 10. **Assessments.** To collect assessments, and impose fines for failing to timely pay assessments. A Unit's share of annual common expenses shall be assessed on a quarterly basis, with the first installment for any calendar year due on or before January 1, the second installment due on or before April 1, the third installment due on or before July 1 and the final installment due on or before October 1.
- 11. **Accounting.** To provide Members with a reasonably detailed summary of the receipts, common expenses and reserves for the preceding budget year. The Board shall: (a) make available for review to all Members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs and payment of real estate taxes, together with a tabulation of the amounts collected pursuant to the budget or assessments and the net excess or deficit of income over expenditures plus reserves; or (b) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

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12. **Rules.** To adopt rules and regulations that govern the use and administration of the Property.
  13. **Insurance.** To obtain insurance for the Property, require that insurance be maintained on individual Units and require that Members provide the Board with proof of insurance.
- F. **Duties and Obligations of Members.** In addition to the duties and obligations described elsewhere in this Declaration and By-Laws, and under applicable law, Members shall have the following duties and obligations.
1. **Landscape.** Each Unit is responsible for its own landscape and shall maintain such landscape in a manner that complies with local ordinances and does not permit trees, shrubs or weeds to become overgrown or impede on the landscape of another Unit.
  2. **Insurance.** Members are responsible for obtaining homeowner's insurance for Units owned by them and shall provide the Board with proof of such insurance annually.
  3. **Pets.** No more than two pets may occupy any one Unit at any one time, and all pets must weigh twenty pounds or less to be permitted on the Property. Notwithstanding the foregoing, any Member residing with a dog weighing over twenty pounds at time this Declaration and By-Laws is executed may continue to reside with such dog on the Property until such dog ceases to exist or the Member moves. Exotic pets, snakes, reptiles and endangered animals are not permitted on the Property. Members with pets shall comply with all Village animal ordinances.
  4. **Smoke Detectors.** Members are responsible for ensuring that Units owned by them have functioning smoke and carbon monoxide detectors installed and operating.
  5. **Prospective Seller.** Members shall inform the Board of any potential sale of a Unit and provide the Board with the date of closing for any actual sale.
  6. **Trash.** No garbage, rubbish or refuse may be deposited anywhere on the Property except in closed containers located inside utility and trash corrals. Members are responsible for obtaining garbage disposal services for personal garbage.
  7. **Designations.** Members of Units owned by a land trust, a living trust or other legal entity shall designate a person eligible to cast votes on behalf of the Unit and provide the Board with such designation.

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- G. Common Expenses.** Costs associated with the maintenance, repair and replacement of the following items and areas of the Property shall be shared equally by and among the Units: (a) the Parking Lot; (b) parkways and sidewalks; (c) the security lighting system; (d) the easement for ingress and egress over the West 10 feet of the East 80 feet of Lot 2; (e) Unit lawns, but only for purposes of fertilizing and mowing; (f) trees and shrubs surrounding electrical transformers; (g) roofing, soffits, fascia, chimneys, gutters and downspouts on Buildings; (h) tuckpointing and siding on Buildings; (i) grease traps; (j) utility and trash corrals; and (k) any other item or area of the Property that the Board decides should constitute a common expense to be shared equally among the Units.
- H. Record Requests.** Where a request for records is made by a Member in writing to the Board or its agent, failure to provide the requested records or to respond within 30 days shall be deemed a denial by the Board. If the Board fails to provide records properly requested within the time period provided herein, the Member may seek appropriate relief and shall be entitled to an award of reasonable attorney fees and costs if the Member prevails and the court finds that such failure is due to the bad faith acts or omissions of the Board.
- I. Prospective Purchasers.** In the event of any resale of a Unit by a Member, the Board shall make any of the following information and documents available for inspection to the prospective purchaser within 30 days after receiving a written request for such information and documents. A reasonable fee for the cost of retrieving and copying records requested hereunder may be charged by the Association to the Member seeking to sell the Unit.
1. A copy of this Declaration and By-Laws and any other community instruments, including covenants, bylaws, amendments, articles of incorporation, articles of organization, annual reports and any rules and regulations adopted by the Board.
  2. A statement of any liens, including a statement of the account of the Unit to be purchased, setting forth the amounts of unpaid assessments and other charges due and owing.
  3. A statement of any capital expenditures anticipated by the Association within the current or succeeding 2 fiscal years.
  4. A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.
  5. A copy of the most recent accounting.
  6. A statement of the status of any pending lawsuit or judgment in which the Association is a party.
  7. A statement setting forth any insurance coverage for the Property provided by the Association.

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- J. **Notices.** Unless otherwise stated, notices under this Declaration and By-Laws and any applicable law may be given by using one of the following methods for delivery.
1. Regular mail.
  2. Placement inside Unit mailboxes or mail slots, whichever the case may be.
  3. Acceptable Technological Means if the Member to whom notice is being given or delivery made has provided the Board with a written consent to receive notices and accept delivery through Acceptable Technological Means.
- K. **Leases.** Units may be leased only upon Board approval, and only four Units may be leased at any given time. The maximum number of years a Unit may be leased by any one Member is four years. To be eligible to lease a Unit, the Member shall have resided in the Unit as a primary residence for at least two continuous years within the five years preceding the date on which the proposed lease will go into effect. A Member seeking to lease a Unit shall notify the Board of same through a written request to lease. Within 30 days of receiving such notice, the Board shall meet and either approve or deny the request.
1. The provisions of this Declaration and By-Laws, and any Board rules and regulations governing the use and administration of the Property, shall apply to any person leasing a Unit and shall be deemed to be incorporated into any lease.
  2. The Member leasing the Unit shall deliver a copy of the signed lease to the Board or, if the lease is oral, a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.
- L. **Liens.** If any Member fails or refuses to pay assessments or unpaid fines when due, the amount owed, together with any interest, late charges, reasonable attorney fees incurred enforcing the covenants of the community instruments, Board rules and regulations or any applicable statute or ordinance, and the costs of collections, shall constitute a lien on the interest of the Member in the Property.
1. A lien for common expenses shall be in favor of the Association. Notice of the lien may be recorded by the Board. Upon the recording of such notice, the lien may be foreclosed by an action brought in the name of the Board in the same manner as a mortgage of real property.
  2. The Board, acting on behalf of the Association, shall have the power to bid on the interest foreclosed at the foreclosure sale, and to acquire, hold, lease, mortgage and convey such interest.

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This Declaration and By-Laws executed this 21<sup>st</sup> day of September 2017.

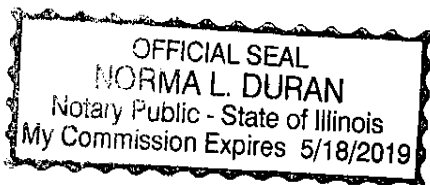
HAWTHORNE TOWNHOME ASSOCIATION

By: *Ann E. Sullivan*  
Its President

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

Before me, a Notary Public, in and for the County and State aforesaid, personally appeared Ann E. Sullivan, personally known to me and known to me to be the same person who executed the foregoing instrument, and she acknowledged that she executed and delivered said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21<sup>st</sup> day of September, 2017.



*Norma L. Duran*  
Notary Public

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## Hawthorne Townhome Property Identification Numbers

2625 Hawthorne Lane, Unit A	31-12-202-251-0000
2625 Hawthorne Lane, Unit B	31-12-202-252-0000
2625 Hawthorne Lane, Unit C	31-12-202-253-0000
2625 Hawthorne Lane, Unit D	31-12-202-254-0000
2625 Hawthorne Lane, Unit E	31-12-202-255-0000
2625 Hawthorne Lane, Unit F	31-12-202-256-0000
2625 Hawthorne Lane, Unit G	31-12-202-257-0000
2625 Hawthorne Lane, Unit H	31-12-202-258-0000
2625 Hawthorne Lane, Unit I	31-12-202-259-0000
2625 Hawthorne Lane, Unit J	31-12-202-260-0000
2633 Hawthorne Lane, Unit A	31-12-202-241-0000
2633 Hawthorne Lane, Unit B	31-12-202-242-0000
2633 Hawthorne Lane, Unit C	31-12-202-243-0000
2633 Hawthorne Lane, Unit D	31-12-202-244-0000
2633 Hawthorne Lane, Unit E	31-12-202-245-0000
2633 Hawthorne Lane, Unit F	31-12-202-246-0000
2633 Hawthorne Lane, Unit G	31-12-202-247-0000
2633 Hawthorne Lane, Unit H	31-12-202-248-0000
2633 Hawthorne Lane, Unit I	31-12-202-249-0000
2633 Hawthorne Lane, Unit J	31-12-202-250-0000

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