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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/13/2018 11:16 AM PG: 1 OF 45

For use by Recorder's Office only

**CORRECTED AMENDED AND RESTATED DECLARATION OF  
OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS  
AND BY-LAWS FOR  
BUTTERFIELD PLACE UNIT THREE HOMEOWNERS ASSOCIATION**

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

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Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060  
847/537-0500

JP

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## CORRECTED AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR BUTTERFIELD PLACE UNIT THREE HOMEOWNERS ASSOCIATION

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## CORRECTED AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR BUTTERFIELD PLACE UNIT THREE HOMEOWNERS ASSOCIATION

### WITNESSETH:

**WHEREAS**, the Butterfield Place Unit Three Homeowners Association was created upon the recording of the Original Declaration which document was recorded with the Cook County Recorder of Deeds, as amended from time to time.

**WHEREAS**, the Association and its Owners hold legal title to the parcel of real estate situated in Cook County, Illinois (hereinafter called the "Parcel") and legally described on Exhibit A attached hereto and by this reference made a part hereof; and

**WHEREAS**, the Association has been established for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold same subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

**WHEREAS**, several owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

**WHEREAS**, in accordance with section 1-60 of the Common Interest Community Association Act, this document has been approved by no less than two thirds of the Board of Directors.

**NOW, THEREFORE**, the Association and its Owners, DECLARE as follows:

### ARTICLE 1

#### DEFINITIONS

The following words when used in this Declaration or in any Supplementary Declaration (as defined herein) shall, unless the context shall prohibit, have the following meanings:

1.01 Access Area. The unenclosed sidewalks from time to time or at any time located or constructed upon the Lots and utilized for ingress, egress and access to, from and through the

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Property.

1.02 Prescribed Delivery Method. Mailing, delivering, posting in an association publication that is routinely mailed to all members, or any other delivery method that is approved in writing by the member and authorized by the community instruments.

1.03 Association. Butterfield Place Unit Three Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

1.04 Board. The Board of Directors of the Association.

1.05 Common Interest Property. Real Estate with respect to which, any person, by virtue of his or her ownership, of a partial interest, or Lot, in the property, is obligated to pay for maintenance, improvement, insurance premiums, or real estate taxes, of other real estate, described in a declaration, that is administered by an association.

1.06 Community Instruments. All documents and authorized amendments thereto recorded by the developer or common interest community association, including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

1.07 Detention & Park. Lot/Outlot 139, the Park, shall be conveyed to the Village of Matteson Park District. Lot/Outlot 138, the retention/detention areas, shall be conveyed to the Village of Matteson.

1.08 Majority" or "Majority of the Members. The owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the members means such percentage in the aggregate in interest of such undivided ownership. "Majority" or "majority of the members of the board of the common interest community association" means more than 50% of the total number of persons constituting such board pursuant to the bylaws. Any specified percentage of the members of the common interest community association means that percentage of the total number of persons constituting such board pursuant to the bylaws.

1.09 First Mortgagee. A bona fide lender holding a validly recorded mortgage or trust deed on a lot or the Maintenance Area which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said lot or Maintenance Area.

1.10 Lot. Any plot of land shown upon the Plat of Subdivision which is designated as a separate Lot thereon and which may be improved with a dwelling.

1.11 Maintenance Area. That portion of the Property designated herein, designated on the Plat(s), if any, designated on the Plat of Subdivision, if any, and/or designated on the Annexation Agreement, if any, including but not limited to the following if applicable: (i) entrance monuments; (ii) ponds; (iii) detention/retention areas; (iv) storm water management facilities; (v) swales, culverts, inlets, drainage pipes, appurtenant drainage lines and ditches; (vii) landscaping (viii) berms; (ix) sidewalks, paths, street lights, structures and other identification

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features of the Property, together with all improvements and facilities at any time located thereon.

1.12 Member. Every owner of a Lot.

1.13 Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Lot, including contract purchasers having such interest merely as security for the performance of any obligations.

1.14 Outlot. Any plot of land shown upon the Plat of Subdivision which is designated as a separate Lot thereon and which may not be improved with a dwelling.

1.15 Plat of Subdivision. The Plat of Subdivision of Butterfield Place Unit Three Subdivision, previously recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 10, 2003 as Document Number 0319145918 affecting the Property or any portion thereof.

1.16 Property. The real estate described in Exhibit "A", attached hereto.

1.17 Storm Water Detention Facilities. The Storm Water Detention Facilities shall mean the storm water detention facilities located anywhere on the Property.

## ARTICLE 2

### MEMBERSHIP AND BOARD OF DIRECTORS

2.01 Membership. Every owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

2.02 Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any Lot. If more than one person is the record owner of any Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner of that Lot shall designate. Such designation shall be made in writing to the Board (as defined herein) or in such other manner as may be provided in the By-laws of the Association attached hereto as Exhibit "C" (the "By-Laws").

2.03 Board of Directors. The Association shall be governed by the Board of Directors (the "Board"). The Board shall be comprised of no less than three (3) persons, duly appointed or elected as provided herein or in the By-laws. All directors shall be Members of the Association. The Board shall govern the Association in the exercise of the rights of the Association and performance of the Association's obligations in accordance with the terms and provisions of this Declaration and the By-laws, as amended from time to time.

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2.04 Director and Officer Liability. Neither the directors, nor the officers, shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever, including, but not limited to deficiencies in the reserve account and/or failure to fund the reserve account, while acting in the capacity of such directors or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to third parties arising out of the contracts made by or other acts of the directors and officers of behalf of the Owners or the Association or arising out of their status as directors or officers, unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which any such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer.

2.05 Governing Law. Except as otherwise provided in this Declaration, the Association, its Board, the officers and Members of the Association shall be governed by the Illinois general not for Profit Corporation Act and the Common Interest Community Association Act.

## ARTICLE 3

### EASEMENTS AND PROPERTY RIGHTS

3.01 Easements of Use and Enjoyment. A perpetual, non-exclusive easement, over and upon the Maintenance Area for the benefit of the Property, and every Owner shall have a right and easement, of use and enjoyment and a right of access to and of pedestrian ingress and egress on, over, across, in, upon and to the Maintenance Area, and such right easement shall be appurtenant to and shall pass with title to every Lot, the rights of others granted in this Declaration and the following rights of the Association exercised in the manner provided in the By-laws:

- a. To adopt rules and regulations governing the use, operation and maintenance of the Maintenance Area.
- b. To dedicate or transfer all or any part of the Maintenance Area, or any utility system thereon, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members provided that so long as the Developer has the power to appoint any director of the Association.

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- c. To pay for, out of the assessment funds, all taxes and assessments and other liens and encumbrances that are assessed or charged against the Maintenance Area.

3.02 Easements of Access. The Association is hereby granted and reserved perpetual non-exclusive easements to, through, over and across the Property for the purposes of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by any of them pursuant to any provision of this Declaration.

3.03 Municipal Service Easements. A perpetual non-exclusive easement to the Municipality over the Property to enforce all applicable laws, ordinances and regulations and for the purpose of providing police and fire protection and such other municipal services as the Association may request and the Municipality may agree to furnish is granted. Furthermore, the Municipality and any other governmental authority having jurisdiction over the Property are hereby granted an easement to enter upon, on and over the Property for the purpose of inspecting the Property to determine whether the Maintenance Area improvements, facilities and systems have been and are being properly maintained in conformity with the applicable ordinances and regulations. If it is determined that inadequate maintenance exists, the governmental authority shall give the Association written notice of such determination, including a description of the actions that must be taken to perform the necessary maintenance. If the Association fails to perform the necessary maintenance within a reasonable time after receiving notice of the determination, the governmental authority shall have the right, but not the obligation to perform such maintenance or other operations it deems necessary. If the governmental authority is required to perform such service, it shall be entitled to reimbursement by the Association (including expenses, reasonable attorneys' fees and court costs). In the event the Association fails to pay such bill within the time required, the governmental authority may place and enforce a lien, pro-rata, against each Lot, which lien and right of recovery shall include expenses, reasonable attorneys' fees, and court costs. Failure of the governmental authority to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. Notwithstanding any other provision of this Declaration, the rights granted to the governmental authority under this section shall not be modified in any manner without the written approval of the governmental authority.

3.04 Implied Easements. Due to the length and complexity of this Declaration, certain omissions may have occurred in connection with the grants of various easements including, but not limited to, those for access, ingress and egress, use and enjoyment, utilities, light and air, support and maintenance. Any easement omitted herein which easement is reasonably implied from and by the provisions and scheme of this Declaration and is reasonably necessary for the purpose of furthering the beneficial purposes and intentions of Declarant as expressed in this Declaration.

3.05 Transfer of Maintenance Area to Association. Declarant will convey to the Association and the Association shall accept the Maintenance Area herein described and any additions thereto, together with such facilities and improvements as the Developer may elect to

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install thereon and subject to such easements as the Developer may cause to be placed thereon, and at such time or times as the Developer shall determine, provided that all Maintenance Areas shall be conveyed to the Association by the date upon which Developer shall cease to have the right to appoint one or more Members of the Board. At the time of any such conveyance to the Association, the Association shall assume and agree to perform the obligations of Declarant, Developer and the Association under this Declaration with respect to the property so conveyed.

3.06 Agreement for Grant of Easements. In the event, at any time after the recording of this Declaration, the Board of Directors shall deem it necessary to do so, the Board of Directors may (i) reserve or grant easements for the benefit of the Property in, over, under, to and across the Property for the installation, construction and maintenance of any and all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment for the provision of utilities services for the Property, including without limitation, those for the transmission and distribution of water, electricity, gas telephone, sewage, drainage, cable or satellite television, and (ii) dedicate any portion of the Maintenance Area to any public or quasi-public utility or to any governmental authority for the installation, construction and maintenance of any such utilities and for ingress and egress thereto.

3.07 Rights of Occupants All persons who reside on a Lot shall have the same rights to use and enjoy the Maintenance Area and all improvements situated thereon as the Owner of that Lot.

3.08 Easements to Run with the Land. All easements and rights described herein are easements and rights appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors or assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof Reference in the respective deeds of conveyance or in any mortgage or trust deed or title commitment or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient, but not necessary, to reserve such easements and rights to the respective grantees, mortgagees, or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

3.09 No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

## ARTICLE 4

### OBLIGATIONS OF ASSOCIATION WITH RESPECT TO MAINTENANCE AND ADMINISTRATION OF THE MAINTENANCE AREA

4.01 Association's Obligations. In addition to all other rights, powers and duties for the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Maintenance Area, the cost and expense of which shall be paid for by the



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Association from assessment funds:

a. Maintenance Area. The Association shall maintain, insure, repair, replace and manage the Maintenance Area and all facilities and improvements thereon, and, without limiting the generality of the foregoing, provide for all landscaping and lawn mowing, maintain continuously in force comprehensive liability, hazard and other insurance, pay all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Maintenance Area or other property owned by the Association, pay all sums due the Applicable governmental entity for the enforcement of local laws and provide such other services for the Maintenance Area as the Board deems to be in the best interests of the Association and its Members.

4.02 Condemnation. In the case of a condemnation or taking by eminent domain (a "taking") by competent authority of any part of the Maintenance Area, the Association shall, if necessary, restore the improvements in the remaining portion of the Maintenance Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards made to the Association in connection with any such taking shall be applied first to the cost of any restoration, with the balance to be used by the Association to carry out its obligations under this Declaration.

## ARTICLE 5

### COVENANT FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due.

5.02 Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Maintenance Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Maintenance Area and all facilities and improvements thereon and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-laws.

5.03 Assessment Procedure - Annual Assessments.

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- a. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing calendar year which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Maintenance Area and those portions of the Lots for which the Association is responsible, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before January 1 of the ensuing year, each Owner, jointly and severally, shall be personally liable for and obligated to pay the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or before April 15 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting of actual expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves.
- b. If said annual assessments prove inadequate for any reason, including nonpayment of any owner's assessment, the Board may, subject to the limitations on the use of capital reserves, charge the deficiency against existing reserves subject to assessment, or may levy a further assessment which shall be assessed equally against all Lots. The Board shall serve notice of such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective within fifteen (15) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted assessment as determined by the Board.
- c. 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 common interest community association, upon written petition by members with 20% of the votes of the association delivered to the board within 14 days of the board action, shall call a meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.
- d. The failure or delay of the Board to prepare or serve the annual or adjusted-estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and

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necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his annual installment at the then existing rate established for the previous period until the annual installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

- e. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the board without being subject to member approval or the provisions of subsection (c) or (f) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.
- f. Assessments for additions and alterations to the common areas or to association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.
- g. The board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (e) and (f) of this Section, 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.

5.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Maintenance Area, and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-laws, any such assessments which in one year exceed \$5,000.00 shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by Members at a general or special meeting duly called for that purpose or, in lieu of such member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board, or, where applicable, as approved by the Members and shall be used only for the specific purpose for which such assessment was levied.

5.05 Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, each Owner shall, as to each installment of the annual assessment paid by him, be deemed to have made a non-refundable capital contribution to the Association in the proportion that the amount of such designated capital reserve bears to the total annual budget. Such proportion of each annual assessment installment paid to the Association shall be earmarked as a special capital reserve account to be used solely for making major repairs and replacements to the Maintenance Area, to those portions of the Lots and the

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improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

5.06 The Board shall provide all members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The board shall (i) 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 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 or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the association.

5.07 Notice and Quorum. The Board of Directors shall give members notice of any meeting of through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within 10 to 60 days prior to such meeting. At the first such meeting called, the presence of voting Members, in person or by proxy, having twenty percent (20%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.08 Uniform Assessments. Both annual and special assessments must be fixed as a uniform rate for all Lots, provided that no Lot owned by the Declarant shall be subject to assessment unless the dwelling thereon is completed and is occupied.

5.09 Commencement of Annual Assessments. After the recording of this Declaration, annual assessments shall commence upon conveyance of the first Lot by Declarant or as set forth in Article 6, subsection 6.03(d).

5.10 Collection of Assessments. If an Owner is in default in the annual payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be and become a lien or charge against the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid Assessments only to the lien of all Assessments on the encumbered Lots which become due and payable subsequent to the date the encumbrancer either takes possession of the Lot, accepts a conveyance

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of any interest in the Lot or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of the Assessment or of any other expenses required to be paid hereunder upon due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Owner's share of such expenses (whether due by acceleration or otherwise), together with penalties as approved by the Board and interest thereof, at the maximum rate permitted by law, and all fees and costs (including attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Owner five (5) days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Owner's interest in the Property, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed in "an act in regard to Forcible Entry and Detainer, approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

5.11 No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by any act or omission including without limitation non-use of the services provided by the Association, the Maintenance Area or abandonment of his Lot.

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

## ARTICLE 6

### RIGHTS OF FIRST MORTGAGEES

In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

6.01 Right of Approval. Unless at least 75% of the first mortgagees (based upon one vote for each Lot encumbered by a mortgage) of individual Lots ("First Mortgagees") have given their prior written approval, the Association shall not:

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. (The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a

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of any interest in the Lot or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of the Assessment or of any other expenses required to be paid hereunder upon due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Owner's share of such expenses (whether due by acceleration or otherwise), together with penalties as approved by the Board and interest thereof, at the maximum rate permitted by law, and all fees and costs (including attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Owner five (5) days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Owner's interest in the Property, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed in "an act in regard to Forcible Entry and Detainer, approved February 16, 1874, as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

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In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

6.01 Right of Approval. Unless at least 75% of the first mortgagees (based upon one vote for each Lot encumbered by a mortgage) of individual Lots ("First Mortgagees") have given their prior written approval, the Association shall not:

- a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. (The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a

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transfer.)

- b. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot and the Owner thereof as provided in Article 6, subject, however, to the provisions in Section 6.03 thereof, if applicable.

6.02 Examination of Books and Records. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.

6.03 Option to Pay Taxes, Insurance Premiums. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Maintenance Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Maintenance Area and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

6.04 Notice of Default. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by an Owner in the performance of such Owner's obligations hereunder or under the By-laws or rules and regulations of the Association which has not been cured within thirty (30) days.

6.05 Amendment. This Article 7 may be amended only with the written consent of 75% of the First Mortgagees (based upon one vote for each Lot encumbered by a mortgage).

## ARTICLE 7

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Lots shall be occupied and used only as follows:

7.01 Residential Use. No part of the Property shall be used for purposes other than housing and related common purposes for which the Property was designed. Each dwelling shall be used as a residence for a single family and for no other purposes, subject to such reasonable rules and regulation as may be adopted by the Board.

7.02 No Temporary Buildings, Out Buildings, Campers, Trailers, Etc. No temporary house, campers, habitable motor vehicles, pet enclosures, batting cages, trailers, tents, stands, recreational appurtenances, shacks, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time as a residence. No vehicles shall be repaired except inside a garage.

7.03 Existing Structures. No existing structure shall be moved onto any lot in BUTTERFIELD PLACE UNIT THREE SUBDIVISION from an off-site location unless they are compatible with the architectural review guidelines and approved by the Architectural

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Review Committee.

7.04 No Trucks, Campers, Etc. To Be Kept On Any Lot Or On Any Street. No trucks, truck-mounted campers, motor homes, trailers, utility trailers, recreation vehicles (including, but not limited to snowmobiles), house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right-of-way in the Subdivision, and the dedication of any such right-of-way or street in the plat attached hereto shall be subject to this provision. No trucks-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any of the Lots in the Subdivision unless housed or garaged completely in a structure which complies with this Declaration.

7.05 Junk, Machinery and Materials. No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot so they are visible from the streets or any neighboring Lot, except as necessary during the period of construction of a building thereon. No Lot in the Subdivision shall be used for storage of unsightly material.

7.06 Fences. No fence or other non-residential structure shall be erected or maintained on any lot in the Subdivision which is in violation of any applicable governmental entity ordinance.

7.07 Plant Diseases or Noxious Insects. No plant or seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

7.08 Weed Cutting And Lot Clean Up. The Owner of each Lot shall insure that the Lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any Lot except as is necessary during the period of construction. The Owner of each Lot shall be responsible for the cutting or removal of weeds as necessary on such Lot so as to conform with the requirements, ordinances and regulations of the Applicable governmental entity.

7.09 Swimming Pools, Therapy Pools and Spas. Below or in-ground exterior swimming pools shall be permitted subject to compliance with all state and local ordinances. Exterior pool lighting shall be designed to produce a subdued, tranquil effect. A Permit, issued by the applicable governmental entity, shall be obtained by the Owner, prior to commencement of construction.

7.10 Basketball Hoops. Basketball hoops will be permitted providing they are freestanding. No basketball hoops will be permitted to be attached to any home in the Subdivision.

7.11 Exterior Antennas and Satellite Dishes. Exterior antennas and/or satellite dishes will be permitted provided that they are attached to the rear of the house, are not visible from the street, and further provided that they do not exceed one meter in diameter.



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7.12 Animals. No animals of any kind shall be raised, bred or kept for any commercial purposes on any Lot, except that customary household pets may be kept subject to the rules and regulations of the association. Any pet causing or creating a disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board.

7.13 Noxious Activities. No noxious or offensive activity shall be conducted on any Lot or in the Maintenance Area nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.

7.14 Conduct of Business. No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Lot; provided, however, that nothing herein shall preclude an Owner from (i) maintaining a personal professional library on his Lot (ii) keeping his personal business records or accounts on his Lot (iii) handling his personal business or professional calls or correspondence therefrom or iv) using his residence or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Owners' employees, trustees, agents, clients, or customers, if such use does not create regular customers, client or employee traffic.

7.15 Signs. No signs (including without limitation "For Sale" or "For Rent" signs), advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as the Board may, in its sole discretion, approve.

7.16 Display of American Flag. a. Notwithstanding any provision in the declaration, bylaws, community instruments, rules, regulations, or agreements or other instruments of a common interest community association or a board's construction of any of those instruments, a board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. A board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. A board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located, but a board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

b. As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

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"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

## ARTICLE 8

### ARCHITECTURAL CONTROL

8.01 Architectural Review: Prior to construction, all building plans shall be submitted for approval to an Architectural Review Committee. Said committee shall review submitted plans and reply to the submitting party within a reasonable time after submission.

8.02 Architectural Controls: No building, fence, wall nor other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscape plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee and approved for permit by the municipality. The Architectural Review Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan or landscape plan, which are not suitable or desirable in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure on the outlook from adjacent or neighboring properties. It is understood and agreed that the purpose of architectural controls is to secure an attractive harmonious residential development having continuing appeal. The quality of architectural design will be considered in relation to this principal. Such approval shall not be arbitrarily, capriciously or unreasonably withheld.

8.03 Variations and Departures: Declarant hereby reserves the absolute unqualified right to enter into agreements with the Owner or Owners of any lot or lots, without the consent of the Owner or Owners of any other lot or lots, to depart from or vary any and all of the covenants set forth above, provided there are practical difficulties or other good and sufficient reasons evidenced by the Owner making the request; and any such departure or variation, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to the other lots in the Subdivision, provided that any such departure or variation shall not result in harm or diminution in value of the Subdivision as a whole.

8.04 Architectural Review Committee: The Architectural Review Committee shall consist of the Board of Directors or a committee appointed by the Board of Directors.

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## ARTICLE 9

### LEASE OF LOTS

(a) Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of units is prohibited, except as hereinafter provided:

(b) The term "leasing of units" includes a transaction wherein the title holder of a unit, who does not reside therein, permits its occupancy by persons not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term "leasing of units" shall include any transaction wherein possession of a unit is provided prior to transfer of title. In no event may less than the entire unit be leased. A unit Owner shall be deemed to "reside" in a unit if he/she has slept in the unit for the majority of the days of the previous applicable month.

(c) Hardship: If a hardship, as determined by the Board of Directors, exists, the unit Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

(i) The unit Owner must submit a request in writing to the Board of Directors requesting a not less than six (6) consecutive months nor more than twelve (12) consecutive months hardship waiver of this paragraph, setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Directors by the unit Owner, the Board finds that a reasonable hardship exists, the Board may grant such hardship waiver. Any lease entered into shall be in writing and for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months. The lease must also contain a provision that failure by the tenant or the unit Owner to abide by the Declaration, By-Laws or Rules and Regulations (the "Governing Documents") of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. The Board's decision shall be final and binding.

(iii) Copies of all leases must be submitted to the Board not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

(iv) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors along with the copy of the lease.

(v) In the event a unit Owner has been granted hardship status, they must re-apply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

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(d) The provisions of the Declaration, By-Laws and Rules and Regulations that relate to the use of the individual unit or the Common Area shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease. In the event an Owner or Tenant violates any provision set forth herein or in the Governing Documents, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(e) All Owners and tenants, including Family Members, must comply with the provisions contained in the Crime Free Leasing Resolution and Addendum, as duly adopted and as may be from time to time amended by Resolution of the Board of Directors, and is attached hereto as Exhibit "B" for reference purposes only.

(f) In addition to the authority to levy fines against the Owner or Tenant for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the tenant, an action for injunctive and other equitable relief, or an action at law for damages.

(g) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner and/or the Tenant to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

(h) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(i) This Amendment shall not prohibit the Board from leasing any unit owned by the Association or any unit which the Association has been issued an Order of Possession by the Circuit Court or for which permission has been granted by the unit owner or its successors or assigns.

(j) The leasing prohibition provisions contained in this amendment shall not be applicable with respect to any unit which is being leased on the effective date of this amendment.

(k) The Board of Directors will require an orientation meeting prior to the closing/occupancy of the unit.

## ARTICLE 10

### GENERAL PROVISIONS

10.01 Management and other Contracts. The Board of Directors may engage a manager for the Association and its property during all or any portion of the period Developer has the right to appoint directors to the Board. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party for cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties

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for successive one-year periods.

10.02 Enforcement. The Board of Directors of the Association shall have standing and capacity to act in a representative capacity on behalf of the Owners. In furtherance of the foregoing, and in addition to all other rights herein granted to the Association, the Board of Directors of the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at 18% per annum, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in this Declaration.

10.03 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions or covenants and the application thereof shall remain unaffected to the extent permitted by law.

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

10.05 Amendment, Change, Modification, or Rescission. The provisions of this Paragraph 10.05 may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, and all of the Owners and all mortgagees having bona fide liens of record against any of the Lot Ownerships. Except for amendments to this Paragraph 10.05, and except as elsewhere provided in this Declaration, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Board and approved by the Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required hereunder and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Lot not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission, made in accordance with this

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Declaration, shall be effective upon the recording of such instrument in the office of the Cook County, Illinois Recorder.

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

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

10.08 Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and permitted assigns of Declarant, Developer and all persons which may have or hereafter obtain any interest in the Property.

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## EXHIBITS

- Exhibit A     Legal Description of Property
- Exhibit B     Leasing Restriction Resolution
- Exhibit C     By-Laws of Butterfield Place Unit Three Homeowners Association
- Exhibit D     Certification of Lot Owner Approval
- Exhibit E     Board Member Signature Page

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## EXHIBIT A

### **BUTTERFIELD PLACE UNIT THREE SUBDIVISION**

LOTS 1 TO 139 IN BUTTERFIELD PLACE UNIT THREE BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. 31-15-300-001-0000 and 31-15-300-009-0000

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## EXHIBIT B CRIME FREE LEASING

### BUTTERFIELD PLACE III HOMEOWNERS ASSOCIATION

WHEREAS, the Butterfield Place III Homeowners Association ("Association") is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the property; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Amended and Restated Declaration; and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining the property and acting in the best interests of the Members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The Rules and Regulations of the Association are amended to include the following provisions:

#### Leases, Tenants and Non-Resident Unit Owners

I. It is the unit Owner's responsibility to comply with the following:

A. Provide the Association with a copy of the lease and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than ten (10) days after the lease is signed and/or prior to occupancy of the unit, whichever occurs first. The lease must include names of all the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months. All leases must be in conformance with, and make specific reference to, the governing documents of the Association. All owners and tenants must also comply with the local municipal ordinances pertaining to leasing.

B. There are several important items that every unit-owner must consider before leasing his/her unit. The Association is a Crime Free Community and has implemented this program:

1. Owners must notify prospective tenants that the Association is a **Crime Free Community**.

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2. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.

3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Directors, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first, a copy of the application is available through the Board of Directors and/or management.

4. Owners must obtain a criminal background check on prospective tenant and every person moving into the unit, and provide a copy to the Board of Directors, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit.

A VIOLATION OF THE FOREGOING SECTION A AND B 1 THROUGH B 4 MAY RESULT IN A FINE OF \$100.00, 1<sup>st</sup> offence; \$200.00, 2<sup>nd</sup> offence; and \$500.00, thereafter AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

5. All leases must be in writing and for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months unless the board consents in writing to the contrary. No unit owner may lease less than the entire unit. The unit may not be leased for transient or hotel purposes. All leases must be in conformance with, and make specific reference to the governing documents of the Association. The unit-owner is also required to submit, not later than the date of occupancy or ten (10) days prior to occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their unit. This information will also include the phone number of the unit, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

6. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any unit owner who fails to provide the Board of Directors with an address other than the unit where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting therefrom.

7. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

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8. If a tenant violates the Declaration, Amendments to the Declaration, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.

9. Sub-leasing of Units is not permitted.

10. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the unit, (a new roommate is someone residing in the unit longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) **Crime free Lease Addendum** must be delivered to the management office. **A background criminal check must be done on the new tenant(s) prior to moving in.** All moving rules must be followed during this time.

11. Owners may not rent their units to any person or persons who have a) ever been convicted of any violent criminal activity b) has been adjudicated a registered sexual offender or been convicted of criminal sexual abuse or assault; or c) been convicted of a drug-related criminal activity within the last five (5) years. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF THE FOREGOING SECTION B5 THROUGH B 11 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SUBSEQUENT VIOLATION, \$500.00 THEREAFTER, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective unit involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter:

1<sup>st</sup> offense **\$100.00**  
 2<sup>nd</sup> offense **\$250.00**  
 Thereafter **\$500.00**

B. Activities on this property such as, but not limited to, domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1<sup>st</sup> offense **\$250.00**

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Thereafter **\$500.00 per incident**

C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1st offense and thereafter **\$1,000.00** per incident

III. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, Amendments to the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Directors may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules and regulations of the governing documents or bylaws of the Association.

IV. This policy becomes effective November 19, 2014. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is affected. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

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VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Unit Owner responsible.

Approved this 31 day of March, 2018.

**Board of Directors**

**Butterfield Place III Homeowners Association**

By: [Signature]  
Its President

**ATTEST:**

By: Deborah Jefferson  
Its Secretary

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## EXHIBIT C

### BY LAWS OF BUTTERFIELD PLACE UNIT THREE HOMEOWNERS ASSOCIATION AN ILLINOIS NOT-FOR-PROFIT CORPORATION

#### ARTICLE 1

##### Name of Corporation

The name of this corporation is BUTTERFIELD PLACE UNIT THREE HOMEOWNERS ASSOCIATION (the Association").

#### ARTICLE 2

##### Definitions

All terms used herein shall have the meanings set forth in the Declaration including, without limitation:

2.01 Access Area. The unenclosed sidewalks from time to time or at any time located or constructed upon the Lots and utilized for ingress, egress and access to, from and through the Property.

2.02 Prescribed Delivery Method. Mailing, delivering, posting in an Association publication that is routinely mailed to all unit owners, or any other delivery method that is approved in writing by the unit owner and authorized by the community instruments.

2.03 Association. Butterfield Place Unit Three Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

2.04 Board. The Board of Directors of the Association.

2.05 Common Interest Property. Real Estate with respect to which any person, by virtue of his or her ownership, of a partial interest, or Lot, in the property, is obligated to Pay for maintenance, improvement, insurance premiums or real estate taxes, of other real estate described in a declaration, that is administered by an association.

2.06 Declarant. State Bank of Countryside, not personally, but as Trustee under Trust Agreement dated February 6, 1999 and known as Trust Number 99-2006.

2.07 Detention & Park. Lot/Outlot 139, the Park, shall be conveyed to the Village of Matteson Park District. Lot/Outlot 138, the retention/detention areas, shall be conveyed to the Village of Matteson.

2.08 Meeting of the Board. Any gathering of a quorum of the members of the board of the Association held for the purpose of conducting Board business.

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2.09 First Mortgagee. A bona fide lender holding a validly recorded mortgage or trust deed on a lot or the Maintenance Area which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said lot or Maintenance Area.

2.10 Lot. Any plot of land shown upon the Plat of Subdivision which is designated as a separate Lot thereon and which may be improved with a dwelling.

2.11 Maintenance Area. That portion of the Property designated herein, designated on the Plat(s), if any, designated on the Plat of Subdivision, if any, and/or designated on the Annexation Agreement, if any, including but not limited to the following if applicable: (i) entrance monuments; (ii) ponds; (iii) detention/retention areas; (iv) storm water management facilities; (v) swales, culverts, inlets, drainage pipes, appurtenant drainage lines and ditches; (vi) landscaping (vii) berms; (viii) sidewalks, paths, street lights, structures and other identification features of the Property, together with all improvements and facilities at any time located thereon.

2.12 Member. Every owner of a Lot.

2.13 Owner. The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Lot, including contract purchasers having such interest merely as security for the performance of any obligations.

2.14 Outlot. Any plot of land shown upon the Plat of Subdivision which is designated as a separate Lot thereon and which may not be improved with a dwelling.

2.15 Plat of Subdivision. The Plat of Subdivision of Butterfield Place Unit Three, previously recorded in the Office of the Recorder of Deeds of Cook County, Illinois affecting the Property or any portion thereof.

2.16 Property. The real estate described in Exhibit "A", attached hereto.

2.17 Storm Water Detention Facilities. The Storm Water Detention Facilities shall mean the storm water detention facilities located anywhere on the Property.

## ARTICLE 3 Purposes and Powers

3.01 Purposes: The purposes of this Association are to perform all the obligations of the Association as set forth in the Declaration, including without limitation, owning, maintaining and administering the Maintenance Area and the facilities and improvements thereon; to promote the health, safety and welfare, and the Common use and enjoyment thereof by its Members; and to exercise all the rights and powers granted the Association in the Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of the Declaration.

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3.02 Powers: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these By-Laws.

## ARTICLE 4 Offices

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

4.02 Principal Office: After the turnover Date (as defined herein), as hereinafter defined, the principal office of the Association shall be maintained as determined from time to time by the Board. Prior to the Turnover Date the location of the principal office shall be determined from time to time by Developer.

## ARTICLE 5 Membership and Voting Rights

5.01 Membership: Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

5.02 Voting Rights: Each Member shall have one vote for each Lot such member owns, provided that in no event more than one (1) vote be cast with respect to any Lot. Members must be in good standing in order to vote in elections in that they must be current in their assessments and late fees. The person entitled to vote with respect to each Lot is hereinafter referred to as the Voting Member. If more than one person is the record owner of any Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner or Owners of that Lot shall designate in writing to the Board. Such designation shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any Owner of that Lot or by written notice of revocation to the Board by any such Owner. In the absence of such written designation, the vote for any Lot may be exercised at any meeting of Members as the Owner or Owners of that Lot present at such meeting shall agree; provided, however, if all Owners of a Lot cannot agree as to how their vote shall be exercised, no vote shall be cast with respect to that Lot. In the event that a Lot is owned by more than one person and no designation is given, then the Board in its discretion may recognize one of those persons as the Voting Member for such Lot.

5.03 Annual Meetings: There shall be an annual meeting of the Members on August 15 of each year, at 7:30 p.m. or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Members by a prescribed delivery method.



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5.04 Special Meetings: Special meetings of the Members may be called at any time by the President of the Association, by the Board of Directors or, after the Turnover Date, upon written request of Voting Members having twenty percent (20%) percent of the total votes.

5.05 Notice of Meetings: Notice stating the place, day and hour of any meeting of Members shall be delivered by a prescribed delivery method to each Owner not less than ten (10) nor more than thirty (30) days before the day of such meeting. Said notice shall be given by or at the direction of the President, Secretary or persons calling the meeting. In case of a special meeting or when required by statute or these By-Laws, the purpose for which the meeting is called shall be stated in the notice. Notices addressed as above shall be deemed delivered when deposited in the United States mail, postage prepaid, or when otherwise delivered by a prescribed delivery method to that address.

5.06 Place of Meetings: All meetings of Members shall be held at such place in Cook County, Illinois as determined by the Board.

5.07 Quorum: The presence at any meeting, in person and by proxy, of Owners having at least twenty percent (20%) of the total votes shall constitute a quorum for any action to be taken by the Members except as may otherwise be provided in the Declaration or in these By-Laws. Unless otherwise expressly provided in the Declaration or in these By-Laws any action that may be taken by the Members may be taken at any meeting at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. If a quorum is not present at any meeting, a majority of the Voting Members present may adjourn the meeting at any time, without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Voting Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

5.08 Proxies: At all meetings of Members, a Voting Member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon termination by the Member of his interest in his Lot.

## ARTICLE 6 Board of Directors

6.01 In General. The affairs of the Association shall be managed by the Board which, except as provided in Section 6.02 hereof, shall consist of not less than three (3) persons. The Board of Directors shall serve for a period of two years. The terms shall be staggered so that two positions are open one year and one position shall be opened the next year. All directors elected by the Members shall be Owners in good standing in that they must be current in their assessments and late fees. If no election is held to elect Board members within the time period specified in these bylaws, or within a reasonable amount of time thereafter not to exceed 90 days, and 20% of the members may bring an action to compel compliance with the election requirements specified in these bylaws. If the court finds that election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the

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Board of managers or the Board of Directors, the unit owner shall be entitled to recover the reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met in an election is not held solely due to a lack of quorum, then this section does not apply.

6.02 Attendance at Meetings by Owners. Meetings of the board shall be open to any unit owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the common interest community association finds that such an action is probable or imminent, (ii) to consider third party contracts or information regarding appointment, employment, or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the association or a member's or unit owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any member. The Board must reserve a portion of the meeting of the Board for comments by unit owners; provided, however, the duration and meeting order for the unit owner comment period is within the sole discretion of the Board.

6.03 Election of Directors. In all elections for directors cumulative voting shall be prohibited.

6.04 Annual Meetings. The Board shall hold an annual meeting of the Board within ten (10) days after each annual meeting of the members, at such time and place as shall be fixed by the directors at the annual meeting of members and no further notice to the directors of their annual meeting shall be necessary.

6.05 Regular Meetings. In addition to its annual meeting, regular meetings of the Board shall be held at such time and place as a majority of the Board shall by resolution determine, provided there shall not be less than one regular meeting each calendar quarter. Notice of such regular meetings of the Board shall be given to each director personally, by mail or by telephone at least five (5) days prior to the meeting.

6.06 Special Meetings. Special meetings of the Board may be called by the President or by 25% of the members of the Board of Directors. The person or persons authorized to call such special meetings of the Board may fix the place within Cook County, Illinois for holding any special meeting of the Board called by them.

6.07 Notice of special meetings. Notice of any special meeting of the Board shall be given at least 48 hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common area of the Association at least 48 hours prior to the meeting except where there is no common entranceway for 7 or more units, the Board may designate one or more locations in the proximity of these units where the notices of meetings shall be posted. The Board shall give unit owners notice of any Board meeting to a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within 10 to 60 days prior to the meeting.

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6.08 Waiver of Notice. Contents of Notice: Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or by these By-Laws.

6.09 Informal Action. Any action required to or which may be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all directors entitled to vote with respect to the subject matter thereof. Any such signed consent shall have the same effect as a unanimous vote of the directors.

6.10 Quorum. A majority of the directors serving from time to time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided that if less than a quorum is present a majority of the directors present may adjourn the meeting from time to time without further notice.

6.11 Manner of Acting. Except as otherwise expressly provided by law or by the Declaration of these By- Laws, any action of the directors may be taken upon the affirmative vote of a majority of the directors at which a quorum is present.

6.12 Compensation. Reimbursement for Expenses: Directors shall receive no compensation for their services but shall be reimbursed for reasonable out-of-pocket expenses incurred in the course of the performance of his duties upon presentation of receipts or other appropriate evidence of such expense.

6.13 Removal or Resignation of Directors. Any director elected by the Members may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any director may resign at any time by submitting his written resignation to the Board. If a director elected by the Members ceases to be a Member of the Association, he shall be deemed to have resigned as of the date of his membership ceased. If a Director ceases to be an Owner or Voting Member, he shall be deemed to have resigned as of the date of such cessation. The remaining members of the board may fill any vacancy by a two-thirds vote of the remaining board members until the next annual meeting of the membership or until members holding 20% of the votes of the association request a meeting of the members to fill the vacancy for the balance of the term. A meeting of the members shall be called for purposes of filling a vacancy on the board no later than 30 days following the filing of a petition signed by membership holding 20% of the votes of the association requesting such a meeting.

## ARTICLE 7

### Powers and Duties of Board of Directors

7.01 The Board shall maintain and administer the Maintenance Area as provided in the Declaration, and have all the powers and duties granted and imposed upon it by the Illinois

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general Not-For-Profit Corporation Act, the Declaration and these By-Laws, including, without limiting the foregoing, the following:

a. By vote of a majority of the Board Members, and without approval of any of the Voting Members except as hereinafter set forth, to adopt and publish reasonable rules and regulations governing the use, operation and maintenance of the Property, and as otherwise authorized by the Declaration, and to amend or modify any existing rules and regulations. Written notice of such rules and regulations and of any amendments or modifications thereof shall be given to all Owners. If, within thirty (30) days from the date of such written notice to the Owners of the adoption of any such rule and regulation, or any such rule and regulation, or any amendment or modification thereof, the Voting Members having at least one-fourth (1/4) of the total votes shall file with the Board a written objection thereto then such rule and regulation shall be deemed rescinded until approved by the Voting Members having at least two-thirds (2/3) of the total votes, provided, however, that the provisions of this sentence shall not apply, and no consent of any Voting Members shall be required with respect to any rules or regulations, or any amendments or modifications thereof adopted by the Board prior to the Turnover Date. The board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from members or unit owners for violations of the declaration, bylaws, and rules and regulations of the Association.

b. To cause the annual budget to be prepared, each owner to be notified of the annual and any special assessments against his Lot and to collect the same all in accordance with and as more fully set forth in the Declaration.

c. To formulate policies for the administration, management, maintenance, improvement and operation of the Property.

d. To provide for the designation, hiring and removal of employees and other personnel, including lawyers, engineers, architects and accountants, and to engage or contract for services to the Property.

e. To procure and maintain such fire and extended coverage, public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring against such risks as the Board deems desirable.

f. Subject to the provisions of the Declaration, to engage the services of a professional manager for the Association and the Property, and such other personnel and services, including accountants and attorneys, as the Board may, in its discretion, deem appropriate.

g. To provide for the maintenance, repair, replacements, improvements and additions of and to the Maintenance Area and the facilities and improvements thereon, and to the extent set forth in the Declaration.

h. To pay all taxes and other costs and expenses incident to the ownership of the Maintenance Area and all facilities and improvements thereon.

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i. To cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

j. To cause to be executed and delivered, in the name and on behalf of the Association, such agreements in favor of mortgagees of Lots or others as may be required to qualify said mortgages in accordance with the requirements of Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such organizations, or any institutional lender issuing a commitment to make first mortgage loans covering twenty percent (20%) or more of the Lots located in the Property.

k. To exercise all other rights, powers, duties and authority vested in or delegated to the Board or the Association by the Illinois Not-For-Profit Corporation Act, the Declaration, or these By-Laws, not expressly reserved to the Members.

l. The Board shall meet at least 4 times annually.

m. A member of the Board of the Association may not enter into a contract with a current Board member, or with a corporation or partnership in which a Board member or a member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to Members within 20 days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by 20% of the membership, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board member's immediate family means the board member's spouse, parents, and children.

n. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the common areas or more than one unit, on behalf of the members or unit owners as their interests may appear.

## ARTICLE 8

### Officers

8.01 Officers: The Officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board. Notwithstanding the foregoing, the Members shall elect the Officers at the initial meeting and the newly elected Officers shall serve for a term of no less than six months subject to Section 8.02 herein below.

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8.02 Vacancy of Office: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

8.03 Powers of Officers: The respective officers of the Association shall have such powers and duties as are usually vested in such office of a not-for-profit corporation, including but not limited to the following:

- a. The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Members and of the Board;
- b. The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;
- c. The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have custody of the Association Seal, all correspondence, and such other books, papers and documents as the board may proscribe;
- d. The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of account kept for such purpose.

8.04 Officer's Compensation. The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Board.

## ARTICLE 9 Committees

9.01 Board Committees. The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have the exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual directors, of any responsibility imposed upon it or him by law.

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

9.03 Term. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner

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terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

9.04 Chairman. One member of each committee shall be appointed chairman.

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

9.06 Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

9.07 Rule. Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

## ARTICLE 10

### Contracts, Checks, Deposits and Funds

10.01 Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

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

10.03 Bank Accounts: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

10.04 Special Receipts: 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 11

### Fiscal Management

11.01 Fiscal Year: The fiscal year of the Association shall begin on the first day of January each year, except that the first fiscal year shall begin at the date of incorporation, and shall end on the last day of December of each year.

11.02 Financial Statements: On or before April 15 of each year, the Association shall furnish its Members a reasonable detailed summary of the receipts, common expenses, and reserves for

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the preceding budget year. The Board shall (i) make available for review to all unit owners 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 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 or (ii) providing consolidated annual independent audit report of the financial status of all fund accounts within the Association. As provided in the Declaration, an annual budget shall be adopted and communicated to the Members by December 15 of the prior year.

11.03 Annual Assessments: The Board in its sole discretion shall determine the annual assessments subject to the terms, conditions and limitations set forth in the Declaration.

11.04 Special Assessments: Special assessments may be authorized pursuant to the terms set forth in the Declaration.

## **ARTICLE 12** **Books and Records**

12.01 The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any member or unit owner in a common interest community subject to the authority of the board, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded declaration, other community instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, annual reports, and any rules and regulations adopted by the board shall be available. Prior to the organization of the board, the developer shall maintain and make available the records set forth in this paragraph (i) for examination and copying.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the board shall be maintained.

(iii) The minutes of all meetings of the board which shall be maintained for not less than 7 years.

(iv) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the board and for any other matters voted on by the members, which shall be maintained for not less than one year.

(v) With a written statement of a proper purpose, such other records of the board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.



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(vi) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the member or unit owner and a designation shall remain in effect until a subsequent document is filed with the association.

12.02 Where a request for records under this subsection is made in writing to the board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the board.

12.03 A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

12.04 If the Board fails to provide records properly requested under paragraph (1) of this subsection (i) within the time period provided in that paragraph (1), the member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the member prevails and the court finds that such failure is due to the acts or omissions of the Board of Managers or the Board of Directors.

## ARTICLE 13

### Documentation Supporting Sale of Unit

A. In the event of any resale of a unit in a common interest community association by a member or unit owner other than the developer, the board shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the declaration, other instruments, and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the unit 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 statement of financial condition of the association for the last fiscal year for which such a statement is available.

(6) A statement of the status of any pending suits or judgments in which the association is a party.

(7) A statement setting forth what insurance coverage is provided for all members or unit owners by the Association for common properties.

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The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within 30 days after receiving a written request for such information.

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

B. The Board of Directors will require an orientation meeting prior to the closing/occupancy of the unit.

## ARTICLE 14

### Seal

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

## ARTICLE 15

### Waiver of Notice

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

## ARTICLE 16

### Amendments

16.01 If a provision of the community instruments does not conform to the Common Interest Community Association Act or another applicable law because of an error, omission, or inconsistency in the community instruments of the Association, the Association may correct the error, omission, or inconsistency to conform the community instruments to the Common Interest Community Association Act or to another applicable law by an amendment adopted by a vote of two-thirds of the Board of Directors, without a membership vote. A provision in the community instruments requiring members of record to vote to approve an amendment to the community instruments, or for the members of record to be given notice of an amendment to the community instruments, does not apply to an amendment that corrects an omission, error, or inconsistency to conform the community instruments to the Common Interest Community Association Act or to another applicable law.

16.02 If a scrivener's error in the Declaration or other instrument is corrected by vote of two-thirds of the Members Of The Board pursuant to the authority established in subsection (a), the board, upon written petition by Members with 20% of the votes of the Association received within 30 days of the Board action, shall call a meeting of the Members within 30 days of the filing of the petition to consider the board action. Unless a majority of the votes of the members

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of the association are cast at the meeting to reject the action, it is ratified whether or not a quorum is present.

16.03 The By-Laws may be amended or modified at any time or from time to time at any meeting of the Board, by a majority of the Directors then serving on the Board, provided that no provision of these By-Laws shall conflict with the Declaration.

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## EXHIBIT D

### CERTIFICATION OF BOARD APPROVAL

I, Deborah Jefferson, do hereby certify that I am the duly elected and qualified Secretary for the Butterfield Place Unit Three Homeowners Common Area Maintenance Association, and as such Secretary, I am the keeper of the books and records of the Corporation.

I further certify that the attached Corrected Amended and Restated Declaration and Bylaws for the Butterfield Place Unit Three Homeowners was approved by two thirds of the Board of Directors pursuant to Section 1-60 of the Common Interest Community Association Act.

Date: March 31, 2018

Deborah Jefferson  
Secretary

Subscribed and Sworn to before me this  
31<sup>st</sup> day of MARCH, 2018  
Lasharon R. Branch

Notary Public

My Commission Expires: 6-17-19



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## EXHIBIT E

### BOARD MEMBER SIGNATURE PAGE

STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK )

We, the undersigned, are the members of the Board of Directors of the Butterfield Place III Homeowners Association, established by the aforesaid Declaration of Covenants, and by our signatures below, we hereby execute the foregoing Corrective Amendment to the Declaration and Bylaws pursuant to Section 1-60 of the Common Interest Community Association Act. This document may be executed in counterparts for the convenience of the parties.

EXECUTED this 31 day of March,

Deborah Jefferson  
Printed name: Deborah Jefferson

Monique Tarter Bass  
Printed name: Monique Tarter Bass

AJ Pearson  
Printed name: AJ PEARSON

Kimberly James  
Printed name: Kimberly James

Carolyn Carter-Williams  
Printed name: CAROLYN CARTER-WILLIAMS