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**AMENDED AND  
RESTATED ARTICLES  
OF INCORPORATION  
AND BY-LAWS FOR THE  
LARKSPUR  
HOMEOWNERS  
CORPORATION  
PURSUANT TO THE  
CONDOMINIUM  
PROPERTY ACT OF  
ILLINOIS**



Doc# 2102819074 Fee \$88.00

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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/28/2021 02:06 PM PG: 1 OF 34

For Use By Recorder's Office Only

This document (hereafter "Restatement") is recorded for the purpose of Amending and Restating the Articles of Incorporation and By-laws for the Larkspur Homeowners Corporation of Hanover Park, Illinois (hereafter the "Homeowners Corporation" or "Association"), pursuant to Section 18.5 of the Illinois Condominium Property Act (the "Act") governing Master Associations (765 ILCS 605/18.5). Articles of Incorporation and Bylaws for the Larkspur Homeowners Corporation (hereafter the "Original Articles") were recorded on November 28, 1972 as Document Number 22 133330 in the Office of the Recorder of Deeds of Cook County, Illinois, with recorded First Amendment on July 27, 1998 as Document Number 98650881, all of which cover the property (hereafter the "Property") legally described in Exhibit "A" attached hereto and made a part hereof.

## RECITALS

WHEREAS, this Restatement is being adopted and recorded as a Amendment pursuant to Section 18.5(h)(1) of the Act [765 ILCS 605/18.5(h)(1)] whereby the Board of Directors for the Association by a two- thirds (2/3) vote can amend or correct the declaration or other instrument of the Association as may be required to conform it to the Act or to any other applicable statute. This corrective amendment is also being recorded to create a consolidated restatement of the Original Articles, incorporating any and all Amendments thereto;

### **This document prepared by:**

ERICKSON LAW OFFICE, LTD.  
716 Lee Street  
Des Plaines, IL 60016  
(847) 390-0100

WHEREAS, the Board of Directors have approved these Amended and Restated Articles of Incorporation and Bylaws for the Larkspur Homeowners Corporation as set forth below:

RECORDING FEE 98.<sup>00</sup>  
DATE 1/26/2021 COPIES 6x  
OK BY [Signature]

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## ARTICLES OF INCORPORATION UNDER THE GENERAL NOT FOR PROFIT CORPORATION ACT FOR LARKSPUR HOMEOWNERS CORPORATION

### RECITALS

A certain parcel of real estate (herein called the Development Area) in the County of Cook, State of Illinois, legally described in Exhibit A attached hereto and by this reference incorporated herein is the subject of a planned condominium development called "Larkspur" which planned development, if carried to full and final completion, will consist of residential dwelling units in low-rise residential condominium buildings. As part of the Larkspur planned development various common facilities, such as walks, roads, streets, paths, playgrounds, landscaping, open spaces, mid parking areas, are or may be provided for the benefit and enjoyment of the persons residing in the condominium units, -constructed within the Development Area. In addition, parts of the Development Area and the common facilities around the condominium buildings will require uniform and continuing care and maintenance for the primary benefit and enjoyment of the persons residing in the condominium units. In order to provide for the orderly and proper administration and maintenance of the common facilities and such common areas, and for the preservation and enhancement of those portions of the real estate which are improved from time to time with common facilities and which are conveyed to and owned by the corporation hereby formed, the undersigned have made and executed these articles of incorporation founding the LARKSPUR HOMEOWNERS' CORPORATION (Corporation), under the Illinois General Not-For-Profit Corporation Act, to which the responsibility of administering and maintaining the common area and facilities is delegated and assigned.

### ARTICLE I Name and Purpose

Section 1. The name of the Corporation is LARKSPUR HOMEOWNERS' CORPORATION, hereinafter called the "Corporation".

Section 2. The principal purposes of the Corporation are:

- (a) To manage, own and maintain such of the real estate from within the Development Area, as may be from time to time conveyed to the Corporation (herein collectively called the "Common Areas"), and to provide uniform care and maintenance of all the Common Areas for the benefit and use of the members of the Corporation, subject to such restraints or suspensions of use and voting rights of members are as provided herein and in the By-Laws.
- (b) To own, purchase, construct, manage, maintain, repair and replace any or all of the buildings, improvements, streets, roads, walks, parking areas, lawns, landscaping, parks, playgrounds, equipment and facilities now or from time to time hereafter constructed upon the Common Areas or used in connection there with (herein collectively called the "Common Facilities") and to insure and pay taxes on the Common Area and Common Facilities and to hire or retain such contractors, managing agents, employees and procure such services and materials as may be necessary to carry out the foregoing purposes.

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- (c) To establish an orderly and efficient system for assessment of members to pay for the current and capital expenses which shall and may be incurred in the furtherance of the Corporation's purposes.
- (d) To promulgate such rules and regulations and perform such acts as are deemed necessary by the Board of Directors to achieve the aforesaid objectives.
- (e) To sue and be sued, complain and defend, in its corporate name;
- (f) To sell and convey, mortgage, pledge, lease as lessor, and otherwise dispose of all or any part of its property and assets;
- (g) To lend money to its officers, employees and agents as limited by Section 108.80 of the Illinois General Not-For-Profit Corporation Act;
- (h) To incur liabilities, to borrow money for its corporate purposes at such rates of interest as the Corporation may determine without regard to the restrictions of any usury law of this State, to issue its notes, bonds, and other obligations; to secure any of its property, franchises, and income; and to make contracts, including contracts of guaranty and suretyship;
- (i) To invest its funds from time to time and to lend money for its corporate purposes, and to take and hold real and personal property as security for the payment of funds so invested or loaned;
- (j) To elect or appoint officers and agents of the corporation, and define their duties and fix their compensations;
- (k) To make and alter the Bylaws, not inconsistent with its Articles of Incorporation or with the laws of this State, except as provided in Section 102.30 of the Illinois General Not-For-Profit Corporation Act, for the administration and regulation of the affairs of the Corporation;
- (l) To indemnify its directors, officers, employees or agents in accordance with and to the extent permitted by Section 108.75 of the Illinois General Not-For-Profit Corporation Act and other applicable provisions of law;
- (m) To be a promoter, partner, member, associates or manager of any partnership, joint venture or other enterprise.

All of said purposes to be fulfilled and performed without pecuniary profit to any director or member of the Corporation.

## ARTICLE II Registered Office and Agent-Duration

Section 1. The duration of this Corporation shall be perpetual, unless sooner terminated according to the terms of these articles.

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## ARTICLE III General Powers

Section 1. This Corporation shall have the power to purchase, take, receive, own, accept, acquire, mortgage, sell, lease as lessee, take by gift, devise, or bequest or otherwise acquire and to own, hold, hold as trustee, use, dispose of or otherwise deal in and with any real and personal property, or any interest therein and to obtain, invest and retain funds, in advancing the purposes stated in Article I above.

Section 2. This Corporation shall have the power to do any lawful acts, or things reasonably necessary, convenient or desirable for carrying out any and all of the Corporation's purposes, and for which the Corporation was organized, and for protecting the lawful rights and interests of its members in connection therewith and to do every act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in these Articles, the By-Laws, any rules and regulations of the Corporation and applicable law. The duties and powers of the Corporation's Board of Directors shall be those set forth in these Articles of Incorporation and the By-Laws, provided however, that the terms and provisions of the Articles shall control in the event of any inconsistency between the Articles and the By-Laws on the other hand.

Section 3. This Corporation shall provide all landscaping, gardening, snow removal, scavenger service, and all maintenance, repair and replacement of all Common Facilities, including without limitation utility facilities, streets, walks, driveways, parking areas, buildings, playgrounds and equipment and other similar improvements and facilities now or hereafter constructed, planted or installed upon the Common Area, for the common benefit of all present and future members of the Corporation.

## ARTICLE IV Membership and Voting Rights

Section 1. Membership. Every person or entity who is a record owner of a condominium Unit in the Larkspur 1 Condominium Association, Larkspur 2 Condominium Association, Larkspur 3 Condominium Association, Larkspur 4 Condominium Association, Larkspur 5 Condominium Association, Larkspur 6 Condominium Association, and Larkspur 8 Condominium Association upon becoming the owner of a unit or units in one of the aforementioned condominium associations shall automatically become a member of the Corporation and be bound to all of the obligations of the Corporation, as provided for in the Corporation's Articles of Incorporation and By-Laws, including the obligation to pay assessments to the Corporation as provided for in these Articles of Incorporation and the By-Laws. Membership shall be appurtenant to and may not be separated from ownership of any such condominium unit which is subject to assessment by the Corporation.

Section 2. Voting Rights. Each member shall be entitled to one vote on each matter submitted to a vote of the members for each condominium unit owned. When more than one person holds an interest in any condominium unit, all such persons shall be members, and the vote for such condominium unit shall be exercised as they among themselves shall determine, but in no event shall more than one vote be cast with respect to any condominium unit. Members entitled to vote may provide for the casting of their votes by signing an agreement for that purpose.

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## ARTICLE V Board of Directors

Except as provided herein, the affairs of this Corporation shall be managed by a Board of nine (9) Directors who must be members of the Corporation. The number of Directors may be changed by amendment of the By-Laws or the Articles of Incorporation of the Corporation and shall be fixed by the By-Laws or the Articles of Incorporation. The By-Laws may establish a variable range for the size of the Board by prescribing a minimum and maximum (which may not be less than 3 or exceed the minimum by more than 5) number of Directors. If a variable range is established, unless the By-Laws otherwise provide, the number of Directors may be fixed or changed from time to time, within the minimum and maximum, by the Directors without further amendment to the By-Laws.

## ARTICLE VI Assessments and Common Expenses

Section 1. Each member for each condominium unit owned shall pay to the Corporation an annual assessment equal to  $\frac{1}{251}$  of the total sum necessary to provide for the insurance, taxes, repair, maintenance and replacement of all of the Common Area and of all Common Facilities and for reasonable reserves for such expenses and any other common expenses of the Corporation. Each member (unit owner) by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance of a unit covenants and agrees and shall be deemed to have agreed to pay to the Corporation such common expenses, including assessments, late fees, fines, damage charges, repair charges and other charges as are levied pursuant to the provisions of the Articles of Incorporation, the By-Laws and Rules and Regulations of the Corporation.

Section 2. The amount of assessment against each member, as provided for in the Section 1 shall be assessed by the Corporation at the beginning of each annual assessment period or at such other intervals as the Board of Directors deems appropriate. Each assessment and common expenses shall be due and payable within thirty (30) days of assessment, and upon default of payment within such period of time, shall be a lien against each condominium unit owned by the defaulting member. If any member shall fail or refuse to make any payment of the common expenses or the amount of any unpaid fine when due, the amount thereof together with any interest, late charges, damage charges, attorney's fees incurred enforcing the covenants of these Articles of Incorporation, the By-Laws and Rules and Regulations of the Corporation, or any applicable statute or ordinance and costs of collection shall constitute a lien against the condominium unit owned by the defaulting member. The Corporation shall be entitled to enforce the payment of said lien according to the laws of the State of Illinois and to take any other actions for collection from the defaulting parties. Any such lien against a condominium unit shall be subordinate to any prior recorded bonafide mortgage covering such condominium unit.

Each such assessment, common expenses, fine, penalty, court costs, attorney's fees, damage charge, repair, other charge or user charge, together with interest and costs, shall also be the personal obligation of the member who was the unit owner (and the joint and several obligation of more than one unit owner) of such unit at the time when the assessment, common expense, fine, penalty, court costs, attorney's fees, damage charge, repair, other charge or user charge fell due. No acts of a member or the Corporation will constitute a waiver or release of any amounts due. No member may waive or otherwise escape liability for any amounts due as provided for herein by nonuse of such member's unit or the Common Areas or by the abandonment of such member's unit.

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Section 3. In addition to the annual assessments authorized above, the Corporation may levy in any assessment year, special assessments for the purpose of defraying, in whole or in part, (a) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or (b) the expense of any other contingencies.

If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board of Directors upon written petition by members with 20 percent 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; and unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it is ratified. Any Common Expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all members. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Directors without being subject to member approval or the provisions of this subsection.

As used herein, "emergency" means an immediate danger to the physical integrity of the Common Areas or to the life, health, safety, or property of the members assessments for additions and alterations to the Common Areas or to the Corporation owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all members. The Board of Directors may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by this subsection, 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. All members shall be personally liable for and obligated to pay their respective adjusted monthly amount.

Section 4. Each member for each condominium unit owned shall pay to the Corporation a special assessment equal 1/231 or the total sum approved by the Corporation to meet the costs and expenses as provided in Section 3 hereof.

Section 5. The amount of the special assessment provided for in Section 3 shall be due and payable within thirty (30) days of assessment, and upon default of payment within such period of time, shall be a lien against each condominium unit owned by the defaulting member, and the Corporation shall be entitled to enforce the payment of said lien according to the laws of the State of Illinois and to take any other actions for collection from the defaulting parties. Any such lien against a condominium unit shall be subordinate to any recorded first mortgage or first Deed of Trust covering such condominium unit.

Section 6. Both annual and special assessments may be collected on a monthly basis. In the event that all or any part of the Development Area is taken under act or power of any governmental body or agency, then the number of units stated in the provision of Sections 1 and 6 hereof shall be adjusted by deducting from such numerical figures the total number of units so taken.

Section 7. Each owner of a condominium unit subject to the authority of the Board of Directors of the Corporation shall receive, at least 30 days prior to the adoption thereof by the Board of Directors of the Corporation, a copy of the proposed annual budget. The Board of Directors shall annually supply to all owners of condominium units subject to the authority of the Board of Directors an itemized accounting of

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the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the next excess or deficit of income over expenditures plus reserves. Each owner of a condominium unit subject to the authority of the Board of Directors of the Corporation shall receive written notice mailed or delivered no less than 10 and no more than 30 days prior to any meeting of the Board of Directors concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment.

## ARTICLE VII Reserve for Replacement

Reserves and Adjustments. The Board of Directors of the Homeowners Corporation shall establish and maintain a reasonable reserve for contingencies replacements for capital expenditures and deferred maintenance for repair and replacement of the Common Areas and Common Facilities and any other items for which they are responsible. All budgets adopted by the Board shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of Common Areas and Common facilities. To determine the amount of reserves appropriate for the Corporation, the Board shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the Corporation is obligated to maintain, including but not limited to landscaping, asphalt, concrete, buildings and structures, all Common Areas and items which the Board may maintain; (ii) the current and anticipated return on investment of Corporation funds; (iii) any independent professional reserve study which the Corporation may obtain; (iv) the financial impact on Members and the market value of the Property, of any assessment increase needed to fund reserves; and (v) the ability of the Corporation to obtain financing or refinancing.

## ARTICLE VIII Insurance

The Corporation shall keep the improvements now existing or hereinafter erected on the Common Area of the Corporation insured against loss by fire and other hazards. Such insurance shall be evidenced by standard Fire and Extended Coverage Insurance policy or policies in an amount not less than One Hundred Percent (100%) of the insurable value of the Common Areas, the Common Facilities and the improvements. The Corporation shall also have the authority to and shall obtain comprehensive public liability insurance against claims and liabilities arising in connection with the Corporation's operation and with the ownership, existence, use, operation or management of the Common Areas, including liability for injuries to and death of persons and property damage, in such limits as it shall deem desirable, provided that such limits shall not be less than One Million Dollars (\$1,000,000) per occurrence for personal injury and/or property damage and workmen's compensation insurance and other liability insurance as the Corporation's Board of Directors may deem desirable and as may be necessary to comply with applicable laws.

In the event that any part of the Common Areas or Common Facilities and improvements located on them shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of the repair, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board of Directors or the payee of such insurance in payment thereof.

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## ARTICLE IX Dissolution

The Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

## ARTICLE X Amendments

The provisions of these Articles of Incorporation may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or revision, signed by at least a majority of all the Members and certified by the Secretary of the Board of Directors.

## ARTICLE XI Easement for Encroachment

Notwithstanding any other provision contained herein, to the event that any condominium unit in a condominium created by declaration of condominium now or hereafter recorded on any portion of the real estate within the Development Area or any improvements to such unit encroaches upon any of the Common Area then a perpetual easement appurtenant to such condominium unit shall exist for the continuance of any such encroachment and the maintenance thereof on the Common Area. In the event that any condominium unit or units are partially or totally destroyed, and then rebuilt, any encroachment on parts of the Common Area due to reconstruction of the unit or units shall be permitted and to valid easement for said encroachment and the maintenance thereof shall exist.

## ARTICLE XII Definitions

In addition to the terms defined in the body of these Articles, as used in these Articles -- "Unit" or "condominium unit" shall have the same meaning as provided for the term "Unit" in Section 2 of the Condominium Property Act of the State of Illinois.

"Part of the Development Area" shall mean any part of the Development Area legally described in Exhibit A to which title is owned by the Developer, its successors and assigns.



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## BY-LAWS LARKSPUR HOMEOWNERS' CORPORATION

### ARTICLE I

**Name and Location.** The name of the Corporation is LARKSPUR HOMEOWNERS' CORPORATION, hereinafter referred to as the "Corporation". Meetings of members and directors may be held at such places within the State of Illinois, County of Cook as may be designated by the Board of Directors.

### ARTICLE II

Section 1. **Annual Meeting.** The annual meeting of the members shall be held in November of every year at a time and place designated by the Board or at some other date, time and place as designated by the Board. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one twentieth (1/20) of all of the votes of the membership entitled to be cast at the meeting.

Section 3. **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the president, the secretary or any person authorized to call the meeting, by mailing or delivering a copy of such notice, postage prepaid, at least but no more than 60 days before the date of such meeting, or in the case of a meeting regarding the removal of one or more directors, or a merger, consolidation, dissolution or sale, lease or exchange of assets written notice shall be given not less than 20 or more than 60 days before the date of the meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Corporation, or supplied by such member to the Corporation for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. **Quorum.** The presence at the meeting of members entitled to cast, or of proxies entitled to be cast, consisting of one-tenth (1/10) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. If a quorum is present, the affirmative vote of a majority of the votes present and voted, either in person or by proxy, shall be the act of the members, unless the vote of a greater number or voting by classes is required by the Act, or by the Articles of Incorporation or the By-Laws. The Articles of Incorporation or By-laws may require any number or percent greater or smaller than one-tenth (1/10) up to and including a requirement of unanimity to constitute a quorum.

Section 5. **Proxies.** At all meetings of members each member may vote in person or by proxy executed in writing by the member or by that member's duly authorized attorney-in-fact. All proxies shall be in writing and filed with the Secretary. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. Where Directors or Officers are to be elected by

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members, the By-Laws may provide that such elections may be conducted by mail. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his condominium unit.

## ARTICLE III

### Board of Directors: Selection: Term of Office

Section 1. **Number.** Except as provided in Article V of the Articles, the affairs of this Corporation shall be managed by a Board of nine (9) directors, who must be members of the Corporation.

Section 2. **Terms of Office.** The term of office of each Board member shall be for a three (3) year period with a minimum of three (3) Board members standing for election every year at the Annual Meeting of the members. The term of office at least one-third (1/3) of the Board members shall expire annually. Board members may succeed themselves. All members of the Board shall be elected at large. If there are multiple owners of a single unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time.

Section 3. **Removal.** A Director may be removed from the Board, with or without cause, by the affirmative vote of two-thirds (2/3) of the votes present and voted of the Corporation, either in person or by proxy, and in the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor. No director shall be removed at a meeting of members entitled to vote unless the written notice of such meeting is delivered to all members entitled to vote on removal of directors. Such notice shall state that a purpose of the meeting is to vote upon the removal of one or more directors named in the notice. Only the named director or directors may be removed at such meeting.

Section 4. **Compensation.** No director shall receive compensation for any service he or she may render to the Corporation. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

## ARTICLE IV

### Nomination and Election of Directors

Section 1. **Nominations.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Corporation, and two or more members of the Corporation. The Nominating Committee shall have two or more Directors, a majority of its membership shall be Directors and all committee members shall serve at the pleasure of the Board. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be only from among members. The Board of Directors may disseminate to the members biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated, and the Board does not express a preference in favor of any candidate.

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## Section 2. Election.

(a) Upon the written request of any member, the Board of Directors shall provide that member with the names, addresses, and telephone numbers (if available) of each member entitled to vote in any meeting to elect members of the Board of Directors. The Board shall provide this information to the member within three (3) business days of the request. This information shall only be used by the member for the purpose of soliciting votes for candidates seeking election to the Board of Directors.

A candidate for election to the Board of Directors or a person acting as the representative of the candidate shall have the right to be present when the ballots from the Board of Directors election are counted.

Election to the Board of Directors shall be by secret written ballot. At each election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. In the absence of a By-Law fixing the number of Directors, the number shall be the same as that fixed in the Articles of Incorporation. The number of Directors may be increased or decreased from time to time by amendment to the By-Laws.

(b) The By-Laws may establish a variable range for the size of the Board by prescribing a minimum and maximum (which may not be less than 3 or exceed the minimum by more than 5) number of Directors. If a variable range is established, unless the By-Laws otherwise provide, the number of Directors may be fixed or changed from time to time, within the minimum and maximum, by the Directors without further amendment to the By-Laws.

(c) The terms of all Directors expire at the next meeting for the election of Directors following their election unless their terms are staggered. The term of a Director elected to fill a vacancy expires at the next Annual Meeting of the members entitled to vote at which his or her predecessor's term would have expired or in accordance with Section 108.30 of the Illinois General Not-For-Profit Corporation Act. The term of a Director elected as a result of an increase in the number of Directors expires at the next Annual Meeting of the members entitled to vote.

(d) Despite the expiration of a Director's term, he or she continues to serve until the next meeting of members entitled to vote on Directors are elected. A decrease in the number of Directors does not shorten an incumbent Director's term.

(e) The Articles of Incorporation or the By-Laws may provide that Directors may be divided into classes and the terms of office of several classes need not be uniform. Each Director shall hold office for the term for which he or she is elected and until his or her successor shall have been elected and qualified.

(f) If the Articles of Incorporation or By-Laws authorize dividing the members into classes, the Articles may also authorize the election of all or a specified number or percentage of Directors by one or more authorized classes of members.

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(g) A Director may resign at any time by written notice delivered to the Board of Directors, its chairman, or the president or secretary of the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date.

Section 3. **Contract Purchasers.** If the Articles of Incorporation or the By-Laws provides for election by the members of the Board of Directors then in the event of a resale of a unit, the purchaser of a unit from a seller pursuant to an installment contract for purchase shall, during such times as he or she resides in the unit, be counted toward a quorum for purposes of election of members of the Board of Directors at any meeting of the members called for purposes of electing members of the Board, and shall have the right to vote for the election of members of the Board of Directors and to be elected to and serve on the Board of Directors unless the seller expressly retains in writing any or all of those rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office, or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Corporation or its agents. For purposes of this subsection, "installment contract" shall have the same meaning as set forth in subsection (e) of Section 1 of the Dwelling Unit Installment Contract Act.

Section 4. **Multiple Owners.** Where there is more than one owner of a unit, if only one of the multiple owners is present at a meeting of the Corporation he or she shall be entitled to cast all the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners unless the Articles of Incorporation or By-Laws expressly provides otherwise. There shall be a majority agreement if any one of the multiple owners casts the votes allocated to that unit without a protest being made promptly to the person presiding over the meeting by any other owners of the unit.

## ARTICLE V Meeting of Directors

Section 1. **Regular Meetings.** Regular Meetings. Regular meetings of the Board of Directors shall be held monthly with notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Corporation or by any two directors, after not less than three (3) days notice to each director.

### Section 3. **Quorum.**

(a) Unless otherwise provided in the Articles of Incorporation or the By-Laws, a majority of the number of Directors then in office shall constitute a quorum for the transaction of business; provided, that in no event shall a quorum consist of less than one-third (1/3) of the Directors in office. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board, unless the act of a greater number is required by the Articles of Incorporation or the By-Laws.

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(b) Unless specifically prohibited by the Articles of incorporation or By-Laws, Directors or non-director committee members may participate in and act at any meeting of the Board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

**Section 4. Notice of Directors' Meetings.** Meetings of the Board of Directors shall be held upon such notice as the By-Laws may prescribe. 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. Unless provided otherwise in the Articles of Incorporation or the Bylaws, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except that no special meeting of Directors may remove a director under Section 108.35(b) of the Illinois General Not-For-Profit Corporation Act unless written notice of the proposed removal is delivered to all Directors at least twenty (20) days prior to such meeting.

**Section 5. Common Expenses Accounting.** The Board shall annually supply to all members of the Corporation subject to the authority of the Board of the Corporation an itemized accounting of the common expenses for the preceding year actually incurred or paid, together 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.

**Section 6. Receipt of Annual Budget.** Each member of the Corporation subject to the authority of the Board of Directors shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget.

**Section 7. Notice of Annual Budget Adoption.** Each member of the Corporation subject to the authority of the Board of Directors shall receive written notice mailed or delivered no less than ten (10) and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment.

**Section 8. Openness of Board Meetings.** Meetings of the Board of Directors shall be open to any member of the Corporation subject to the authority of the Board of Directors except for the portion of any meeting held: (a) to discuss litigation when an action against or on behalf of the Corporation has filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent; (b) to consider information regarding appointment, employment or dismissal of an employee; or (c) to discuss violations of rules and regulations of the corporation or unpaid common expenses owed to the Corporation. Any vote on these matters shall be taken at a meeting or portion thereof open to any member of the Corporation subject to the authority of the Corporation.

Any member may record the proceedings at meetings required to be open by tape, film or other means; the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

**Section 9. Mailing, Delivery and Placement of Notices.** Notice of meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the persons

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entitled to notice before the meeting is convened. Copies of notices of meetings of the Board of Directors shall be posted in entrance ways, elevators, or other conspicuous places on the Corporation properly at least 48 hours prior to the meeting of the Board of Directors. Where there is no common entranceway for 7 or more units, the Board of Directors may designate one or more locations in the proximity of these units where the notices of meetings shall be posted.

## ARTICLE VI

### Powers and Duties of the Board of Directors

Section I. **Powers.** The Board of Directors shall have power to:

(a) adopt, amend and publish rules and regulations governing the operation and use of the Common Areas, the use of the Common Facilities of the Corporation, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof after a meeting of the members called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations or any proposed additions or revisions and the notice of the meeting shall conform to the notice requirements of the Illinois Not-For-Profit Corporation Act and these By-Laws for membership meetings. However, no rules and regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution and unless the Articles of Incorporation or the By-Laws or expressly provides to the contrary, no quorum is required at such meeting of the members.

(b) suspend the voting rights and right to use of the facilities of a member during any period in which such member shall in default in the payment of any assessment levied by the Corporation. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) To have and exercise for the Corporation all powers necessary or convenient to effect any or all of the purposes for which the Corporation was formed, duties and authority vested in or delegated to this Corporation and not reserved to the membership by other provisions of these By- Laws or the Articles;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) assign the right of the Corporation to future income from Common Expenses or other sources and to mortgage or pledge substantially all of the remaining assets of the Corporation.

(g) dedicate a portion of the Common Areas to a public body for use as, or in conjunction with a street or utility and to record the dedication.

(h) grant an easement to a governmental body for the construction, maintenance or repair of a project for protection against water damage or erosion and to record the easement.

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(i) obtain adequate and appropriate kinds of insurance, including that required by the Articles of Incorporation and By-Laws.

(j) represent and act on behalf of all members in relation to matters involving the Common Areas, where the respective interests of the members are determined by the Board to be similar and non-adverse to each other.

(k) Entering into, agreeing to and signing or directing the signature of all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments which shall be signed by, such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board;

(l) have perpetual succession by its corporate name unless a limited period of duration is stated in the Articles of Incorporation;

(m) sue and be sued, complain and defend, in its corporate name;

(n) have a corporate seal which may be altered at pleasure, and to use the same by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced, provided that the affixing of a corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of corporate seal is not mandatory;

(o) purchase, take, receive, lease or lessee, take by gift, devise, or bequest, or otherwise acquire, and to own, hold as trustee, use, and otherwise deal in and with any real or personal property, or any interest therein, situated in or out of this State;

(p) sell and convey, mortgage, pledge, lease as lessor, and otherwise dispose of all or any part of its property and assets;

(q) lend money to its officers, employees and agents except as limited by Section 108.80 of the Illinois General Not-For-Profit Corporation Act;

(r) incur liabilities, to borrow money for its corporate purposes at such rates of interest as the Corporation may determine without regard to the restrictions of any usury law of this State. To secure any of its obligations by mortgage, pledge, or deed of trust of all or any of its property, franchises, and income; and to make contracts, including contracts of guaranty and suretyship;

(s) invest its funds from time to time and to lend money for its corporate purposes, and to take and hold real and personal property as security for the payment of funds so invested or loaned;

(t) make and alter bylaws, not inconsistent with its Articles of Incorporation or with the laws of this State, except as provided in Section 102.30 of the Illinois General Not-For-Profit Corporation Act, for the administration and regulation of the affairs of the Corporation;

(u) cease its corporate activities and surrender its corporate franchise;

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(v) levy and collect reasonable fines from members of the Corporation for violations of the Declaration, By-Laws and Rules and Regulations of the Corporation after the Corporation has given such members notice and an opportunity to be heard regarding such violations. Nothing contained in this paragraph (v) shall give rise to a statutory lien for unpaid fines;

(w) establish and maintain a system of master metering of public utility services and to collect payments in connection therewith subject to the requirement of the Tenant Utility Payment Disclosure Act;

(x) Indemnify its Directors, Officers, employees or agents in accordance with and to the extent permitted by Section 108.75 of the Illinois General Not-For-Profit Corporation Act;

(y) be a promoter, partner, member, associate or manager of any partnership, joint venture or other enterprise.

Section 2. **Duties.** It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by any member of the Corporation or their mortgagees and their duly authorized agents or attorneys;

(b) supervise all officers, agents and employees of this Corporation, and to see that their duties are properly performed;

(c) establish the annual assessment period and fix the amount of the annual assessment against each member for each condominium unit owned. Each member of the Corporation shall receive written notice mailed or delivered no less than ten (10) and no more than thirty (30) days prior to any meeting of the Corporation Board concerning the establishment of an assessment;

(d) send written notice of each assessment to every condominium unit owner (member) at least thirty (30) days in advance of each annual assessment period;

(e) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(f) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(g) procure and maintain liability, fire and other hazard insurance on property owned by the Corporation;

(h) cause all officers, employees or other persons who control were disbursed funds of The Corporation to obtain fiduciary insurance coverage for the maximum amount of coverage available to protect funds in the custody or control of the Corporation plus the Corporation reserve fund all



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management companies which are responsible for the funds held or administered by the Corporation shall maintain and furnished to the Corporation of fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Corporation shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Corporation and the management company. The Corporation shall be the direct obligee of any such fidelity bond. The term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond being in the full amount of Corporation funds and Corporation reserves that will be in the custody of the Corporation and directors and officers liability coverage at a level as shall be determined to be reasonable by the Board of Directors, if not otherwise established by the Articles or By-Laws. If the Corporation has reserves plus assessments in excess of \$250,000 and cannot reasonably obtain 100% fidelity bond coverage for such amount, then it must obtain a fidelity bond coverage of \$250,000. For the purpose of this paragraph, a management company shall be defined as a person, partnership, Corporation, and or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a member or the Corporation for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of the Corporation;

(i) cause all of the facilities to be maintained;

(j) conduct its affairs and carry on its operations in accordance, with the powers granted by the Illinois General Not-For-Profit Corporation Act; and reasonably accommodate the needs of a handicapped member as required by the federal Civil Rights Act of 1968, the Human Rights Act, and any applicable local ordinances in the exercise of its powers with respect to the use of Common Area;

(k) elect or appoint officers and agents of the Corporation and define their duties and fix their compensations; and refrain from entering into a contract with a current Board Member or with a corporation or partnership in which a Board Member has a 25% or more interest, unless notice of intent to enter into the contract is given by the Board to the members within 20 days after a decision is made by the Board to enter into the contract and the members are afforded an opportunity by filing a petition, signed by 20% of the members 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 (k), a Board member's immediate family means the Board member's spouse, parents and children;

(l) exercise the care required of a fiduciary of the members in the performance of their duties on behalf of all the members;

(m) designate an officer of the Corporation who shall have the responsibility for the mailing of all notices which must be given to all members and Board Members; and who shall also have the responsibility for receiving all notices sent to the Corporation;

(n) establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act;

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## ARTICLE VII

### Officers and Their Duties

Section 1. **Enumeration of Officers.** The officers of this Corporation shall be a president and vice-president who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create. Officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors or chosen in such other manner as may be prescribed by the By-Laws. Subject to Section 7 herein, any two or more offices may be held by the same person.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors and following each subsequent annual meeting of the members.

Section 3. **Term.** The officers of this Corporation shall be elected annually by the Board and each officer shall hold office for a term of one (1) year unless such officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he/she replaces.

Section 7. **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

#### *President*

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

#### *Vice-President*

(b) The vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

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## *Secretary*

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Corporation together with their addresses, and shall perform such other duties as required by the Board. The secretary shall have the authority to certify the By-Laws, resolutions of the members and Board of Directors and committees thereof and other documents of the Corporation as true and correct copies thereof.

## *Treasurer*

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Corporation and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Corporation; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership.

Section 9. **Officers' Authority.** All Officers and agents of the Corporation, as between themselves and the Corporation, shall have such express authority and perform such duties in the management of the property and affairs of the Corporation as may be provided in the By-Laws, or as may be determined by resolution of the Board of Directors not inconsistent with the By-Laws and such implied authority as recognized by the common law from time to time.

Section 10. **Outside Offices.** The Articles of Incorporation or the By-Laws may provide that any one or more officers of the Corporation or any other person holding a particular office outside the Corporation shall be a Director or Directors while he or she holds the office. Unless the Articles of Incorporation or the By-Laws provide otherwise, such Director or Directors shall have the same rights, duties and responsibilities as other Directors.

## ARTICLE VIII Committees

Section 1. The Board of Directors may appoint such committees as deemed appropriate in carrying out its purpose.

(a) A majority of the Directors may create one or more committees and appoint Directors or such other persons as the Board designates, to serve on the committee or committees. Each committee shall have two or more Directors, a majority of its membership shall be Directors, and all committee members shall serve at the pleasure of the Board.

(b) Unless the appointment by the Board of Directors requires a greater number, a majority of any committee shall constitute a quorum, and a majority of committee members present and voting at a meeting at which a quorum is present is necessary for committee action. A committee may act by unanimous consent in writing without a meeting and, subject to the provisions of the By-Laws or action by the Board of Directors, the committee by majority vote of its members shall determine the time and place of meetings and the notice required therefor.

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(c) To the extent specified by the Board of Directors or in the Articles of Incorporation or By-Laws, each committee may exercise the authority of the Board of Directors under Section 108.05 of the Illinois General Not-For-Profit Corporation Act, provided, however, a committee may not:

- 1) Adopt a plan for the distribution of assets of the Corporation, or for dissolution;
- 2) Approve or recommend to members any act the Illinois General Not-For-Profit Corporation Act requires to be approved by members;
- 3) Fill vacancies on the Board or on any of its committees;
- 4) Elect, appoint or remove any officer or Director or member or any committee, or fix the compensation of any member of a committee;
- 5) Adopt, amend or repeal the By-Laws or the Articles of Incorporation;
- 6) Adopt a plan of merger or adopt a plan of consolidation with another corporation or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Corporation; or
- 7) Amend, alter, repeal or take action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of a committee.

(d) The Board of Directors may create and appoint persons to a commission, advisory body or other such body which may or may not have Directors as members, which body may not act on behalf of the Corporation or bind it to any action but may make recommendations to the Board of Directors or to the Officers.

## ARTICLE IX

### Books and Records

Section 1. **Maintaining Records.** The Board of Directors shall maintain the following records of the Corporation and make them available for examination and copying at convenient hours of weekdays by any members of the Corporation subject to the authority of the Board or their mortgagees and their duly authorized agents or attorneys:

- (a) Copies of the recorded Articles of the Corporation, other condition instruments, other duly recorded covenants and By-Laws and any amendments, annual reports and any Rules and Regulations adopted by the Corporation or its Board shall be available.
- (b) 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 Corporation shall be maintained.
- (c) The minutes of all meeting of the Corporation and the Board of Directors shall be maintained for not less than 7 years.

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- (d) Ballots and proxies related thereto, if any, for any election held for the Board of Directors and for any other matters voted on by the members shall be maintained for not less than one year.
- (e) Such other records of the Corporation as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not-For-Profit Corporation Act shall be maintained.
- (f) With respect to units owned by a land trust, if a trustee designates in writing a person to cast votes on behalf of a member, the designation shall remain in effect until a subsequent document is filed with the Corporation.

**Section 2. Request For Records.** Where a request for records under this section is made in writing to the Board of Directors or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board of Directors.

- (a) A reasonable fee may be charged by the Corporation or the Board for the cost of copying.
- (b) If the Board of Directors fails to provide records properly requested under Article IX, Section 1 within the time period provided in this Section 2, the member may seek appropriate relief, including an award of attorney's fees and costs.

## ARTICLE X

### Assessments and Common Expenses

Section 1. Each member (unit owner), by acceptance of a deed therefore whether or not it shall be so expressed in any such deed or other conveyance of a unit, covenants and agrees and shall be deemed to have agreed to pay the Corporation such common expenses, including assessments, late fees, fines, damage charges, repair charges, other charges and user charges as are levied pursuant to the provisions of the Articles of Incorporation, the By-Laws and Rules and Regulations of the Corporation.

The amount of assessment against each member shall be assessed by the Corporation at the beginning of each annual assessment period or at such other intervals as the Board of Directors deems appropriate. Each assessment and common expenses shall be due and payable within thirty (30) days of assessment, and upon default of payment within such period of time, shall be a lien against each condominium unit owned by the defaulting member. If any member shall fail or refuse to make any payment of the common expenses or the amount of any unpaid fine when due, the amount thereof together with any interest, late charges, damage charges, attorney's fees incurred enforcing the covenants of these Articles of Incorporation, the By-Laws and Rules and Regulations of the Corporation, or any applicable statute or ordinance and costs of collection shall constitute a lien against the condominium unit owned by the defaulting member. The Corporation shall be entitled to enforce the payment of said lien according to the laws of the State of Illinois and to take any other actions for collection from the defaulting parties. Any such lien against a condominium unit shall be subordinate to any prior recorded bonafide mortgage covering such condominium unit. Each such assessment, common expense, fine, penalty, court costs, attorney's fees, damage charge, repair, other charge or user charge, together with interest and costs, shall also be the personal obligation of the member who was the unit owner (and the joint and several obligation

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of more than one unit owner) of such unit at the time when the assessment, common expense, fine, penalty, court costs, attorney's fees, damage charge, repair, other charge or user charge fell due, No acts of a unit owner or the Association will constitute a waiver or release of any amounts due.

No member may waive or otherwise escape liability for any amounts due as provided for herein by nonuse of such member's unit or the Common Areas or by the abandonment of such member's unit.

Section 2. In addition to the aforesaid rights and remedies of the Corporation as provided for in Section 1 herein, 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 member shall fail to pay its proportionate share of the common expenses or any other assessments or charges required to be paid hereunder when due, such rights and remedies shall include:

- i. the right to enforce the collection of such defaulting member's share of such charges and assessments (whether due by acceleration or otherwise), together with interest thereon at the applicable rate allowed by Illinois law and all fees and costs (including all attorney's fees) incurred in the collection thereof;
- ii. The right, by giving such defaulting member fourteen (14) days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year;
- iii. the right to take possession of such defaulting members interest in such member's unit and to maintain for the benefit of all the other members an action for possession in the manner prescribed in Article IX of the Illinois Code of Civil procedure, and to execute leases of such defaulting member's interest in the unit and apply the rents derived therefrom against such expenses. The defaulting member shall be liable for all attorney's fees and court costs in any such action;
- iv. the right to impose charges for late payments;
- v. the right to receive an assignment of any rents being received by a defaulting member under any lease arrangement where the Board of Directors has been granted a judgment for possession pursuant to an action for possession in the manner prescribed in Article IX of the Illinois Code of Civil Procedure for such member's failure to pay his/her proportionate share of the common expenses or any other assessments or charges required to be paid hereunder when due.

The remedies provided for in this Section shall not be exclusive and shall be in addition to any other remedies provided for in the Articles of Incorporation, these By-Laws, the Rules and Regulations and provisions of law or in equity.

## ARTICLE XI Amendments

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Section 1. The provisions of these By-Laws may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or recession, signed by at least a majority of all Members and certified by the Secretary of the Board of Directors.

Section 2. In the case of any conflict between the Articles and these By-Laws, the Articles shall control.

## ARTICLE XII Miscellaneous

The fiscal year of the Corporation shall begin on the first day of January and end on the 31<sup>st</sup> day of December.

## ARTICLE XIII Director and Officer Conflict of Interest

Section 1. **Director Conflict of Interest.** If a transaction is fair to the Corporation at the time it is authorized, approved, or ratified, the fact that a Director of the Corporation is directly or indirectly a party to the transaction is not grounds for invalidating the transaction.

## ARTICLE XIV Omissions and Errors

Section 1. **Amendment to Declaration.** If there is an omission or error in the Articles of Incorporation, the By-Laws or other instrument of the Corporation, the Corporation may correct the error or omission by an amendment to the Articles and/or By-Laws or other instrument, as may be required to conform it to the Illinois Condominium Property Act, to any other applicable statute, or to the Articles and/or By-Laws. The amendment shall be adopted by a vote of two-thirds (2/3) of the members of the Board of Directors or by a majority vote of the members at a meeting called for that purpose, unless the Illinois Condominium Property Act or the Articles and By-Laws of the Corporation specifically provides for greater percentages or different procedures.

Section 2. **Correction of Omission, Error or Scrivener's Error.** If an omission or error or a scrivener's error in the Articles or By-Laws or other instrument is corrected by a vote of two-thirds (2/3) of the members of the Board of Directors pursuant to the authority established in Section 1 of this Article, the Board, upon written petition by members with 20% of the votes of the Corporation or resolutions adopted by the Board of Directors of the Corporation which select 20% of the members of the Board of Directors of the Corporation, whichever is applicable, received within 30 days of the Board action, shall call a meeting of the members of the Board of Directors which select members of the Board of Directors of the Corporation within 30 days of the filing of the petition or receipt of the resolution to consider the Board action. Unless a majority of the votes of the members of the Corporation are cast at the meeting to reject the action, or the Board of Directors of the Corporation adopts resolutions prior to the meeting rejecting the action of the Board of Directors of the Corporation, it is ratified whether or not a quorum is present.

Section 3. **Material or Adverse Affect of Amendment Correcting Error or Admission.** The procedures for amendments set forth in this Article XIV cannot be used if such an amendment would materially or adversely affect property rights of the members unless the affected members consent in

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writing. This Section does not restrict the powers of the Corporation to otherwise amend the Articles, By-Laws, or other condominium instruments, but authorizes a simple process of amendment requiring a lesser vote for the purpose of correcting defects, errors, or omissions when the property rights of the members are not materially or adversely affected.

**Section 4. Circuit Court Action to Correct Error or Omission.** If there is an omission or error in the Articles or By-Laws or other instruments that may not be corrected by an amendment procedure as set forth in Section 1, then the Circuit Court of Cook County shall have jurisdiction to hear a petition of one or more of the members thereon or of the Corporation, to correct the error or omission, and the action may be a class action. The court may require that one or more methods of correcting the error or omission be submitted to the members to determine the most acceptable correction. All members in the Corporation must be joined as parties to the action. Service of process on members may be by publication, but the plaintiff shall furnish all members not personally served with process with copies of the petition and final judgment of the court by certified mail, return receipt requested, at their last known address.

## ARTICLE XV Remedies

**Section 1. Remedies for Default.** In the event of any default by any member under the provisions of the Articles, the By-Laws or the Rules and Regulations adopted pursuant to this Articles, the Board or its agents shall have each and all of the rights and remedies which may be provided in the Articles, the By-Laws or said Rules and Regulations or which may be available at law or in equity, including the right to bring an action for possession in the manner prescribed in Article IX of the Illinois Code of Civil Procedure and may prosecute any action or other proceedings against such defaulting member and/or others for enforcement or foreclosure of any lien and the appointment of a receiver for the unit and ownership interest of such unit, or for damages or for temporary, preliminary or permanent injunctive relief, or for specific performance of rights or obligations, or for judgment for payment of money and collection thereof, or for the right of possession of the unit, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions and proceedings, including all court costs and all actual attorney's fees, costs expenses, and all other expenses and damages, liquidated or otherwise, together with interest thereon at the rate allowed by applicable law until paid, shall be charged to and assessed against such defaulting member and shall be added to and deemed part of his respective share of the common expenses. The Board shall have a lien for all of the foregoing, as well as for nonpayment of a members respective share of the common expenses, together with interest at the applicable rate allowed by law, from the date thereof Any and all rights and remedies may be exercised at any time to time, cumulatively, or otherwise, by the Corporation or by the Board.



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This Restatement shall be effective upon recordation in the Office of the Recorder of Deeds of Cook County, Illinois.

APPROVED THIS 11 DAY OF NOV, 2020.

Shirley Pitsenberger  
President, Board of Directors  
Larkspur Homeowners Corporation

Subscribed and sworn to before me  
this 11 day of November, 2020.

Karen Portierio  
Notary Public

OFFICIAL SEAL  
Karen Portierio  
Notary Public, State of Illinois  
My commission Expires 02/24/2021

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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## EXHIBIT A TO ARTICLES OF INCORPORATION FOR LARKSPUR HOMEOWNERS' CORPORATION

The LARKSPUR HOMEOWNERS CORPORATION consists of two hundred and thirty-one (231) members, whose membership is based on the ownership of a unit or units that are located in and are a part of one of the seven (7) separate Larkspur condominium associations which are as follows:

- (1) Larkspur 1 Condominium Association
- (2) Larkspur 2 Condominium Association
- (3) Larkspur 3 Condominium Association
- (4) Larkspur 4 Condominium Association
- (5) Larkspur 5 Condominium Association

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- (6) Larkspur 6 Condominium Association
- (7) Larkspur 8 Condominium Association

The unit numbers and corresponding permanent tax index numbers for these two hundred and thirty-one (231) units are as follows:

### LARKSPUR 1 CONDOMINIUM ASSOCIATION

<u>UNIT NUMBERS</u>	<u>Permanent Tax Index Numbers</u>
125	07-30-300-006-1001
225	07-30-300-006-1002
325	07-30-500-006-1003
126	07-30-300-006-1004
226	07-30-300-006-1005
326	07-30-300-006-1006
127	07-30-300-006-1007
227	07-30-300-006-1008
327	07-30-300-006-1009
128	07-30-300-006-1010
228	07-30-300-006-1011
328	07-30-300-006-1012
129	07-30-300-006-1013
229	07-30-300-006-1014

329	07-30-300-006-1015
430	07-30-300-006-1016
530	07-30-300-006-1017
630	07-30-300-006-1018
131	07-30-300-006-1019
231	07-30-300-006-1020
331	07-30-300-006-1021
132	07-30-300-006-1022
232	07-30-300-006-1023
332	07-30-300-006-1024
133	07-30-300-006-1025
233	07-30-300-006-1026
333	07-30-300-006-1027

**LEGAL DESCRIPTION**

~~Part of Lot 4 of Hanover Highlands, Unit #10, a subdivision in Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, all in Cook County, Illinois.~~

**LARKSPUR 2 CONDOMINIUM ASSOCIATION**

<b><u>UNIT NUMBERS</u></b>	<b><u>Permanent Tax Index Numbers</u></b>
344	07-30-300-008-1001
345	07-30-300-008-1002
346	07-30-300-008-1003
354	07-30-300-008-1004
355	07-30-300-008-1005
356	07-30-300-008-1006
361	07-30-300-008-1007
362	07-30-300-008-1008
363	07-30-300-008-1009
991	07-30-300-008-1010
992	07-30-300-008-1011
993	07-30-300-008-1012
374	07-30-300-008-1013
375	07-30-300-008-1014
376	07-30-300-008-1015
384	07-30-300-008-1016
385	07-30-300-008-1017
386	07-30-300-008-1018

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391	07-30-300-008-1019
392	07-30-300-008-1020
393	07-30-300-008-1021
401	07-30-300-008-1022
402	07-30-300-008-1023
403	07-30-300-008-1024
411	07-30-300-008-1025
412	07-30-300-008-1026
413	07-30-300-008-1027
421	07-30-300-008-1028
422	07-30-300-008-1029
423	07-30-300-008-1030
431	07-30-300-008-1031
432	07-30-300-008-1032
433	07-30-300-008-1033
441	07-30-300-008-1034
442	07-30-300-008-1035
443	07-30-300-008-1036
454	07-30-300-008-1037
455	07-30-300-008-1038
456	07-30-300-008-1039

## LEGAL DESCRIPTION

Part of Lot 4 of Hanover Highlands, Unit #10, a subdivision in Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, all in Cook County, Illinois.

## LARKSPUR 3 CONDOMINIUM ASSOCIATION

<u>UNIT NUMBERS</u>	<u>Permanent Tax Index Numbers</u>
661	07-30-300-009-1001
662	07-30-300-009-1002
663	07-30-300-009-1003
674	07-30-300-009-1004
675	07-30-300-009-1005
676	07-30-300-009-1006
681	07-30-300-009-1007

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682	07-30-300-009-1008
683	07-30-300-009-1009
691	07-30-300-009-1010
692	07-30-300-009-1011
693	07-30-300-009-1012
701	07-30-300-009-1013
702	07-30-300-009-1014
703	07-30-300-009-1015
714	07-30-300-009-1016
715	07-30-300-009-1017
716	07-30-300-009-1018
724	07-30-300-009-1019
725	07-30-300-009-1020
726	07-30-300-009-1021
731	07-30-300-009-1022
732	07-30-300-009-1023
733	07-30-300-009-1024
741	07-30-300-009-1025
742	07-30-300-009-1026
743	07-30-300-009-1027
751	07-30-300-009-1028
752	07-30-300-009-1029
753	07-30-300-009-1030
764	07-30-300-009-1031
765	07-30-300-009-1032
766	07-30-300-009-1033
771	07-30-300-009-1034
772	07-30-300-009-1035
773	07-30-300-009-1036
784	07-30-300-009-1037
785	07-30-300-009-1038
786	07-30-300-009-1039
791	07-30-300-009-1040

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792	07-30-300-009-1041
793	07-30-300-009-1042
801	07-30-300-009-1043
802	07-30-300-009-1044
803	07-30-300-009-1045

## LEGAL DESCRIPTION

Part of Lot 4 of Hanover Highlands, Unit #10, a subdivision in Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, all in Cook County, Illinois.

## LARKSPUR 4 CONDOMINIUM ASSOCIATION

<u>UNIT NUMBERS</u>	<u>Permanent Tax Index Numbers</u>
461	07-30-300-011-1001
462	07-30-300-011-1002
463	07-30-300-011-1003
474	07-30-300-011-1004
475	07-30-300-011-1005
476	07-30-300-011-1006
484	07-30-300-011-1007
485	07-30-300-011-1008
486	07-30-300-011-1009
491	07-30-300-011-1010
492	07-30-300-011-1011
493	07-30-300-011-1012
501	07-30-300-011-1013
502	07-30-300-011-1014
503	07-30-300-011-1015
511	07-30-300-011-1016
512	07-30-300-011-1017
513	07-30-300-011-1018
521	07-30-300-011-1019
522	07-30-300-011-1020
523	07-30-300-011-1021

## LEGAL DESCRIPTION

Part of Lot 4 of Hanover Highlands, Unit #10, a subdivision in Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, all in Cook County, Illinois.

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## LARKSPUR 5 CONDOMINIUM ASSOCIATION

### UNIT NUMBERS

### Permanent Tax Index Numbers

534	07-30-300-012-1001
535	07-30-300-012-1002
536	07-30-300-012-1003
541	07-30-300-012-1004
542	07-30-300-012-1005
543	07-30-300-012-1006
551	07-30-300-012-1007
552	07-30-300-012-1008
553	07-30-300-012-1009
561	07-30-300-012-1010
562	07-30-300-012-1011
563	07-30-300-012-1012
571	07-30-300-012-1013
572	07-30-300-012-1014
573	07-30-300-012-1015
581	07-30-300-012-1016
582	07-30-300-012-1017
583	07-30-300-012-1018
591	07-30-300-012-1019
592	07-30-300-012-1020
593	07-30-300-012-1021
601	07-30-300-012-1022
602	07-30-300-012-1023
603	07-30-300-012-1024
611	07-30-300-012-1025
612	07-30-300-012-1026
613	07-30-300-012-1027
621	07-30-300-012-1028
622	07-30-300-012-1029
623	07-30-300-012-1030

### LEGAL DESCRIPTION

Part of Lot 4 of Hanover Highlands, Unit #10, a subdivision in Section 30, Township 41 North, Range 10 East of the Third Principal Meridian, all in Cook County, Illinois.

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## LARKSPUR 6 CONDOMINIUM ASSOCIATION

### UNIT NUMBERS

### PERMANENT TAX INDEX NUMBERS

851	07-30-300-023-1001
852	07-30-300-023-1002
853	07-30-300-023-1003
861	07-30-300-023-1004
862	07-30-300-023-1005
863	07-30-300-023-1006
871	07-30-300-023-1007
872	07-30-300-023-1008
873	07-30-300-023-1009
884	07-30-300-023-1010
885	07-30-300-023-1011
886	07-30-300-023-1012
951	07-30-300-023-1013
952	07-30-300-023-1014
953	07-30-300-023-1015
964	07-30-300-023-1016
965	07-30-300-023-1017
966	07-30-300-023-1018
971	07-30-300-023-1019
972	07-30-300-023-1020
973	07-30-300-023-1021
811	07-30-300-023-1022
812	07-30-300-023-1023
813	07-30-300-023-1024
821	07-30-300-023-1025
822	07-30-300-023-1026
823	07-30-300-023-1027
654	07-30-300-023-1028
655	07-30-300-023-1029
656	07-30-300-023-1030
891	07-30-300-023-1031
892	07-30-300-023-1032
893	07-30-300-023-1033

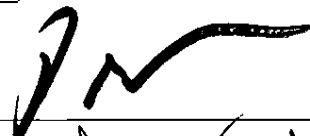


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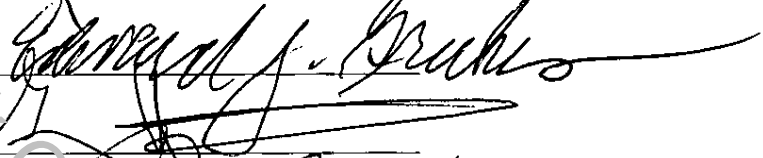
## EXHIBIT B

### APPROVAL BY THE MEMBERS OF THE BOARD OF DIRECTORS OF LARKSPUR HOMEOWNERS CORPORATION

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of Larkspur Homeowners Corporation established by the aforesaid Articles of Incorporation and Bylaws. By our signatures below, we hereby approve and consent to the foregoing Amended and Restated Articles of Incorporation and Bylaws for the Larkspur Homeowners Corporation pursuant to Section 18.5(h)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Restatement at a duly called meeting of the Board of Directors of the Larkspur Homeowners Corporation held on November 11, 2020.



Mike Wartalski



Christy Altemberger

Margaret Noosh 11/11/20

Greg Giffman  
Vera Bolton

Being at least two-thirds (2/3) of the members of the Board of Directors of the Larkspur Homeowners Corporation

