


# UNOFFICIAL COPY

	 <p>*2132719043*</p> <p>Doc# 2132719043 Fee \$189.00</p> <p>RHSP FEE:\$9.00 RPRF FEE: \$1.00</p> <p>KAREN A. YARBROUGH</p> <p>COOK COUNTY CLERK</p> <p>DATE: 11/23/2021 11:50 AM PG: 1 OF 70</p> <p><b>For use by Recorder's Office only</b></p>
--	--

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND BYLAWS  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
THE PINES CONDOMINIUM ASSOCIATION OF TINLEY PARK

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

**KATHARINE W. GRIFFITH**  
Kovitz Shifrin Nesbit  
175 North Archer Avenue  
Mundelein, IL 60060 – 847/537-0500

RECORDING FEE 189.00  
DATE 11/23/21 COPIES 10x  
OK BY JP

# UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND BYLAWS  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
THE PINES CONDOMINIUM ASSOCIATION OF TINLEY PARK

## TABLE OF CONTENTS

ARTICLE I – DEFINITIONS ..... 2

1. Articles ..... 2

2. Acceptable Technological Means ..... 2

3. Act ..... 2

4. Assessment or Common Expenses ..... 2

5. By-Laws ..... 2

6. Condominium Association ..... 2

7. Condominium Instruments ..... 2

8. Board or Board of Directors ..... 2

9. CATV Agreements ..... 2

10. CATV Firm ..... 2

11. Common Area or Common Elements ..... 3

12. community Services and Facilities ..... 3

13. Declarant or Developer ..... 3

14. Declaration of Community Restrictions ..... 3

15. Declaration of Restrictive Covenants Re: Single Family Cluster Homes ..... 3

16. Declaration of Restrictive Covenants Re: Townhomes ..... 3

17. Declaration of Condominium Ownership ..... 3

18. Electronic Transmission ..... 3

19. Institutional Mortgagee ..... 4

20. Limited Common Elements ..... 4

21. Majority or majority of the Unit Owners ..... 4

22. Occupant or Resident ..... 4

23. Office of the Recorder of Deeds ..... 4

24. Plat ..... 4

25. Project ..... 4

26. Property ..... 4

27. Residential Associations ..... 4

28. Unit ..... 4

29. Unit Owners ..... 4

30. Umbrella Association ..... 5

ARTICLE II – SUBMISSION

1. Submission of Property to Provisions of Act ..... 5

# UNOFFICIAL COPY

ARTICLE III – UNITS/PROPERTY RIGHTS .....	5
1. (A) Description .....	5
(B) Certain Structures Not Constituting Part of a Unit .....	5
2. Owners’ Easements of Enjoyment.....	5
3. Delegation of Use .....	6
 ARTICLE IV – COMMON ELEMENTS/EASEMENTS .....	 6
1. Description.....	6
2. Ownership of Common Elements.....	6
3. Limited Common Elements .....	7
4. Assignment of Limited Common Elements.....	7
5. Transfer of Limited Common Elements .....	7
6. Easements .....	7
7. Easements and Rights to Run with Land .....	8
 ARTICLE V – MEMBERSHIP AND VOTING RIGHTS .....	 8
 ARTICLE VI – COVENANT FOR ASSESSMENTS .....	 9
1. Payment of Assessments.....	9
2. Creation of the Lien and Personal Obligation of Assessments.....	9
3. Establishment of Assessments .....	10
4. Effect of Non-Payment of Assessments; Remedies of the Association .....	12
5. Subordination of the Lien to Mortgages .....	12
 ARTICLE VII – MAINTENANCE, ALTERATIONS, DECORATING .....	 13
1. Maintenance, Repairs And Replacements .....	13
2. Limited Common Elements .....	14
3. Alterations, Additions or Improvements.....	14
4. Decorating.....	14
5. P.U.D.....	14
 ARTICLE VIII – ARCHITECTURAL CONTROL COMMITTEE.....	 15
1. Approval Necessary .....	15
2. Membership of Committee .....	15
3. Endorsement of Plans .....	15
4. Construction to be in Conformance with Plans .....	15
5. Deemed Approval .....	15
6. Right of Entry .....	16
7. Enforcement.....	16
 ARTICLE IX – USE RESTRICTIONS.....	 16
 ARTICLE X – MANAGEMENT AGREEMENT .....	 20
1. Management Contract.....	20

# UNOFFICIAL COPY

ARTICLE XI – MAINTENANCE OF COMMUNITY INTERESTS.....	20
1. Transfers Subject to Approval .....	20
2. Approval by Association.....	21
3. Disapproval by Association .....	22
4. Mortgage.....	24
5. Exceptions; Proviso .....	24
6. Homeowners' Association Documents.....	24
7. Unauthorized Transactions .....	24
8. Proviso .....	24
9. Inter-Family Transfers .....	24
10. Illinois Land Trust.....	24
ARTICLE XII – GENERAL PROVISIONS.....	25
1. Enforcement.....	25
2. Severability .....	25
3. Amendment.....	25
4. Notices .....	25
5. Permits, Licenses and Easements .....	25
6. Easement for Encroachments.....	25
7. No Severance of Ownership .....	26
8. C.A.T.V. Easement.....	26
9. Rights of Institutional Mortgages .....	26
ARTICLE XIII – INFORMATION TO LENDERS AND OWNERS.....	26
ARTICLE XIV – INSURANCE.....	27
1. Fire and Hazard Insurance .....	27
2. Appraisal.....	29
3. Public Liability and Property Damage Insurance .....	29
4. Workmen's Compensation and Other Insurance .....	29
5. Waiver.....	29
6. Notice.....	29
7. Property and General Liability Insurance.....	30
8. Adjustment of Losses; Distribution of Proceeds .....	30
9. Primary Insurance .....	30
10. Deductibles .....	30
11. Directors and Officers Coverage .....	30
12. Mandatory Unit Owner Coverage.....	31
13. Fidelity Bond Coverage .....	31
ARTICLE XV– DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING ....	31
1. Sufficient Insurance .....	31
2. Cessation of Common Elements.....	32
EXHIBIT A – LEGAL DESCRIPTION.....	35

# UNOFFICIAL COPY

EXHIBIT B – STATEMENT OF PERCENTAGE INTERESTS OF UNITS IN COMMON ELEMENTS .....	38
EXHIBIT C – BY-LAWS.....	41
ARTICLE 1. GENERAL PROVISIONS .....	41
1.1 Identity – Purpose .....	41
1.2 By-Laws Subject to Other Documents .....	41
1.3 Applicability .....	41
1.4 Office .....	41
1.5 Seal.....	41
1.6 Definitions.....	41
ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES .....	41
2.1 Qualification of Members .....	41
2.2 Quorum .....	41
2.3 Corporate or Multiple Ownership of a Unit.....	42
2.4 Voting; Proxy.....	42
2.5 Voting Interest .....	42
2.6 Majority.....	42
2.7 Affirmative Vote (not less than 75%).....	42
2.8 Affirmative Vote (not less than 2/3) .....	43
2.9 Use of Technology .....	43
ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO .....	44
3.1 Annual Meeting .....	44
3.2 Special Meeting .....	44
3.3 Notice of Meeting; Waiver .....	44
3.4 Budgetary Meeting.....	45
3.5 Adjourned Meetings.....	45
3.6 Consent .....	45
3.7 Chairman.....	45
3.8 Order of Business.....	45
3.9 Meetings.....	45
ARTICLE 4. BOARD OF DIRECTORS .....	46
4.1 Management of Association .....	46
4.2 Term of Office .....	46
4.3 Compensation .....	46
4.4 Action Taken Without a Meeting .....	46
4.5 Election of Directors .....	46
4.6 Organizational Meeting .....	48
4.7 Regular Meetings .....	48
4.8 Special Meetings.....	49
4.9 Waiver.....	49
4.10 Quorum.....	49
4.11 Vacancies .....	50

# UNOFFICIAL COPY

4.12	Presiding Officer.....	50
4.13	Resignation .....	50
4.14	Powers and Duties.....	50
4.15	Management Agreement.....	54
4.16	Waiver of Meeting .....	54
4.17	Committees .....	54
4.18	Establishment of Fees in Connection with Transfers Subject to Approval of the Board.....	54
4.19	Manner of Collection of Common Expenses.....	55
ARTICLE 5. OFFICERS.....		55
5.1.	Generally.....	55
5.2.	President.....	55
5.3.	Vice President.....	55
5.4.	Treasurer.....	55
ARTICLE 6 – FISCAL MANAGEMENT; ASSESSMENTS LIENS.....		55
6.1	Manner and Notification.....	55
6.2	Proposed Budget.....	56
6.3	Depository; Withdrawals .....	56
6.4	Records .....	56
6.5	Accounting.....	56
6.6	Fiduciary Insurance Coverage; Provision.....	56
6.7	Fiscal Year .....	56
6.8	Payments of Assessments .....	57
6.9	Acceleration of Payment of Installments of Assessments.....	57
6.10	Acquisition of Units.....	57
6.11	Default in Payment of any Assessment; Lien.....	57
6.12	Statement of Accounting.....	57
ARTICLE 7 – COMPLIANCE.....		58
7.1	Violation by Member; Remedies .....	58
ARTICLE 8 – LIMITATION OF LIABILITY .....		59
ARTICLE 9 – PARLIAMENTARY RULES.....		59
ARTICLE 10 – AMENDMENTS TO BY-LAWS.....		59
10.1	Proposal.....	59
10.2	Call for Meeting.....	59
10.3	Vote Necessary; Recording.....	59
ARTICLE 11 – BY-LAWS PERTAINING TO USE.....		60
11.1	Definition .....	60
11.2	Scope: Remedy for Violation.....	60
11.3	Initial Use By-Laws .....	60

# UNOFFICIAL COPY

ARTICLE 12 – INDEMNIFICATION..... 62

ARTICLE 13. UNIT OWNERS’ RESPONSIBILITY CONCERNING LIENS AND TAXES62

13.1 Liens and Taxes ..... 62

13.2 Notice to Association..... 62

ARTICLE 14. CATV FIRM..... 62

ARTICLE 15. CONFLICT ..... 63

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND BYLAWS  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
THE PINES CONDOMINIUM ASSOCIATION OF TINLEY PARK

THIS AMENDED AND RESTATED DECLARATION has been approved by two-thirds of the Board of Directors of the Pines Condominium Association of Tinley Park ("Association") pursuant to Section 27(b)(1) and 27(b)(2) of the Illinois Condominium Property Act ("Act"), 765 ILCS 605/27. This Declaration shall serve the purpose of amending the Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants the Pines Condominium Association of Tinley Park ("Original Declaration"), which was recorded as Document No. 92648506 on September 1, 1992 in the Office of the Recorder of Deeds for Cook County, Illinois against the property legal described in Exhibit A attached hereto ("Property").

WITNESSETH THAT:

WHEREAS, the Association and its Unit Owners are the legal title holders of the real estate described in Exhibit "A", and situated in the Village of Tinley Park, County of Cook, and State of Illinois.

WHEREAS, the Property (as hereinafter defined) which includes, but is not limited to, said real estate together with the building, structure, improvements, and other permanent fixtures of whatsoever kind now or hereafter thereon has been enabled, and all rights and privileges belonging or in anywise pertaining thereto, under that certain type or method of ownership commonly known as "Condominium", and has been submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and

Whereas, it has been established, for the mutual benefit of all Unit Owners or occupants of the Property, or any part thereof, which is known as

**THE PINES CONDOMINIUMS OF TINLEY PARK**

or such other name as may be subsequently adopted pursuant to the Act by the Board, certain easements and rights in, over an upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, it has been declared that the Unit Owners, occupants, mortgagees 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 have been 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 have been established for the Purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.



# UNOFFICIAL COPY

NOW, THEREFORE, the Association and its Unit Owners, as the legal title holders heretofore described, and for the purposes above set forth, DECLARE AS FOLLOWS:

## ARTICLE I

### DEFINITIONS

Section 1. "Articles" It was intended that Articles of Incorporation for the Association be filed with the Secretary of State, State of Illinois substantially in the form attached as Exhibit B to the Original Declaration.

Section 2. "Acceptable Technological Means" includes without limitation, electronic transmission over the internet or other network, whether by direct connection, intranet, telecopier, electronic mail and any generally available technology that by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Section 3. "Act" means the "Condominium Property Act" as amended from time to time, of the State of Illinois.

Section 4. "Assessment" or "Common Expense" means a share of the funds required for the payment of common area expenses which is assessed against the Unit Owners from time to time. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

Section 5. "By-Laws". It was intended that By-Laws for the Association be adopted. Such By-Laws are attached hereto as Exhibit C.

Section 6. "Condominium Association" or "Unit Owners' Association" or "Association" means the Association of all the Unit Owners, acting pursuant to By-Laws through its duly elected Board of Managers.

Section 7. "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, the By- Laws, and the Plat.

Section 8. "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

Section 9. "CATV Agreements" means the agreement under which certain basic Cable Television is provided to certain Unit Owners.

Section 10. "CATV Firm" means Metrovision, Inc., a Illinois corporation qualified to transact business in Illinois, being the entity initially providing a basic Cable Television to certain Unit Owners.

# UNOFFICIAL COPY

Section 11. “Common Area or Common Elements” means all portions of the Property except the Units, including Limited Common Elements unless otherwise specified.

Section 12. “Community Services and Facilities” means those areas and the improvements thereon which the Developer, or a Residential Association was to have conveyed to the Umbrella Association or designated the responsibility for the maintenance or operation thereof to the Umbrella Association and which the Umbrella Association was to have accepted and those services for which each Unit Owner shall contract for the providing thereof with the Umbrella Association. It was the intention of the Umbrella Association to include therein certain facilities supplied for the benefit of the residents of that certain development known as The Pines of Tinley Park, which may have included for the purpose of illustration, but not be limited to, the providing of a community security system, internal walkway system, maintenance of certain roads, drainage and lake systems, lighting systems, swales, and entrance ways, within The Pines of Tinley Park.

Section 13. “Declarant” or “Developer” means The Pines Development Group, Ltd., an Illinois corporation qualified to transact business in Illinois, its successors and assigns which has created this Planned Unit Development Project in its capacity as developer. “Developer” means any person who submits property legally or equitably owned by him to the provisions of this Act, or any person who offers units legally or equitably owned by him for sale in the ordinary course of his business, including any successor or successors to such developers’ entire interest in the property other than the purchaser of an individual unit.

Section 14. “Declaration of Community Restrictions” shall refer to the “Declaration of Community Restrictions for The Pines Master Association of Tinley Park, Cook County, Illinois” recorded as Document No. 91315543 in the Office of the Recorder of Deeds for Cook County, Illinois.

Section 15. “Declaration of Restrictive Covenants Re: Single Family Cluster Homes” shall refer to the “Declaration of Restrictive Covenants Re: Single Family Cluster Homes for The Pines of Tinley Park, Cook County, Illinois” recorded as Document No. 91315544 in the Office of the Recorder of Deeds for Cook County, Illinois.

Section 16. “Declaration of Restrictive Covenants Re: Townhomes” shall refer to the “Amended and Restated Declaration of Community Restrictions for The Pines Townhome Association of Tinley Park” recorded as Document No. 1907913077 in the Office of the Recorder of Deeds for Cook County, Illinois.

Section 17. “Declaration of Condominium Ownership” means the instrument by which the Property is submitted to the provisions of the Condominium Act, as hereinafter provided, and such Declaration as from time to time amended.

Section 18. “Electronic Transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

# UNOFFICIAL COPY

Section 19. “Institutional Mortgagee” shall mean mortgage company, a state or federal bank, savings and loan association, insurance company, real estate investment trust, union pension fund, or service company affiliated with any of them, or any agency of the United States Government, F.N.M.A., or like entity, developer, or its affiliate, being a mortgagee on a Unit.

Section 20. “Limited Common Elements” means a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units.

Section 21. “Majority” or “majority of the Unit Owners” means the owners of more than one-half (1/2) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership.

Section 22. “Occupant” or “Resident” means the person or persons other than the Unit Owner in actual possession of one or more Units.

Section 23. “Office of the Recorder of Deeds” shall mean the Office of the Recorder of Deeds of Cook County, Illinois.

Section 24. “Plat” means a Plan or Plats of Survey of the Parcel and of all Units in the Property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units.

Section 25. “Project” shall mean The Pines of Tinley Park project as a whole.

Section 26. “Property” means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building, and all easements, rights and appurtenances belonging thereto, and fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of this Act.

Section 27. “Residential Associations” shall mean any of them individual residential associations formed as part of the Planned Unit Development known as “The Pines of Tinley Park”.

THE PINES OF TINLEY PARK SINGLE FAMILY ASSOCIATION  
 THE PINES TOWNHOME ASSOCIATION OF TINLEY PARK  
 THE PINES OF TINLEY PARK CONDOMINIUM ASSOCIATION

Section 28. “Unit” means a part of the Property designed and intended for any type of individual use.

Section 29. “Unit Owners” means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

# UNOFFICIAL COPY

Section 30. "Umbrella Association" shall mean and refer to THE PINES MASTER ASSOCIATION OF TINLEY PARK, INC., its successors and assigns.

## ARTICLE II

### SUBMISSION

Section 1. Submission of Property to Provisions of Act. The Property has been submitted to the provisions of the Condominium Act.

## ARTICLE III

### UNITS/PROPERTY RIGHTS

Section 1. (A) Description. All Units in the building located on the Parcel are delineated on the survey, attached as Exhibit A to the Original Declaration, as amended, and made a part of the Declaration by reference and are legally described as follows:

It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a Unit in the delineation thereof in Exhibit A attached to the Original Declaration. The legal description of each Unit shall consist of the identifying number or symbol of such Unit followed by the legal description of the Property, as shown on Exhibit A attached to the Original Declaration. Except as provided by the Act, no Unit Owner shall, by deed, Plat or otherwise subdivide or in any other manner cause the Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A attached to the Original Declaration.

B. Certain Structures Not Constituting Part of a Unit. No structural components of the Building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within a Unit and forming part of any system serving one or more other Units (nor the Common Elements) shall be deemed part of said Unit.

Section 2. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and right to use all or a portion of the Common Area by an Owner for any period during which any assessment against his Unit remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, provided, however, that an Owner may not be denied access, ingress or egress to his Unit. In the event of such suspension, an Owner shall not be entitled to any abatement or reduction in assessments due the Association.

# UNOFFICIAL COPY

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective without consent of two-thirds (2/3) of the votes of the Association.

(c) Rules and regulations adopted by the Association governing use and enjoyment of the Common Area.

(d) The right of the Association to grant permits, licenses, and easements over the Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Properties.

(e) For purposes of this ARTICLE III, the Owner's right and easement of enjoyment in and to the Common Area shall not be deemed to have granted:

(i) any Owner, except for Owners whose Units abut the lake, easement rights to gain access to the lakes within the Properties and no Owner shall have any easement rights to use said lakes except as otherwise specifically provided for in the rules and regulations governing the use of said lakes.

(ii) any Owner the right of use of any parking areas.

Section 3. Delegation of Use. Any Owner may delegate by written instrument to the Association his right of enjoyment to the Common Area to specified members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE IV

### COMMON ELEMENTS/EASEMENTS

Section 1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, parking area, landscaping, storage areas, basement, roof, structural and parts of the Building, component parts of walls, floors and ceilings and pipes, ducts, flues, shafts and public utility lines serving the Common Elements or more than one Unit.

Parking spaces shall have been assigned to the Unit Owners by the Developer.

Section 2. Ownership of Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the property, and, except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Such right shall extend to each Unit Owners, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner's

# UNOFFICIAL COPY

interest shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Unit Owners, unless hereafter changed by recorded Amendment to this Declaration. The Trustee determined each Unit's corresponding percentage of ownership to the Common Elements as set forth in Exhibit B attached hereto; and each Unit Owner accepts such determination.

Section 3. Limited Common Elements. Except as otherwise in this Declaration provided, the Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of the particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following: such portion of perimeter walls, floor and ceilings, doors and windows therein as lie outside the Unit boundaries, patios and balconies, if any, direct access to which is provided from a Unit and which is located outside of and adjoining such Unit. Garage Units are Limited Common Elements and were assigned and attached to the Original Declaration as Exhibit A, page 3.

Section 4. Assignment of Limited Common Elements. Patios and balconies, if any, shall be assigned to the Unit which it adjoins and from which Unit allows direct access to such patio or balcony. The other Limited Common Elements are hereby assigned to the Units to which they are an inseparable appurtenance. Garage spaces were to have been assigned as identified by Exhibit A to the Original Declaration.

Section 5. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of this Declaration. Each transfer shall be made by an Amendment to the Declaration executed by all Unit Owners who are parties to the transfer and consent to by all other Unit Owners who have any right to use the Limited Common Elements affected. The Amendment shall contain a certificate showing that a copy of the Amendment has been delivered to the Board of Managers. The Amendment shall contain a statement from the parties involved in the transfer which set forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the Amendment has been recorded.

Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

Section 6. Easements.

(a) Encroachments. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

# UNOFFICIAL COPY

(b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the Property are hereby granted right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the Property, into and through the Common Elements, and the Units where reasonably necessary for the purpose of providing utility services to the Property.

Section 7. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Association, its successors and assigns, and any Unit Owners, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## ARTICLE V

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Unit shall be a member of the Umbrella Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. The Association shall have ONE class of voting membership only. Members shall be all owners, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. Where there is more than one Unit Owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, 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. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

Section 3. Each Owner is also subject to the declaration of restrictive covenants of the umbrella association, recorded in the Office of the Recorder of Deeds of Cook County, Illinois. All rights, privileges, benefits, liabilities and obligations set forth in said Declarations are incorporated herein by reference and each Owner shall be bound thereby in all respects. In the event of a conflict, this Declaration shall take precedent.

# UNOFFICIAL COPY

## ARTICLE VI

### COVENANT FOR ASSESSMENTS

**Section 1. Payment of Assessments.** Each Owner of a Unit, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following dues, fees, charges and assessments, subject to the provisions of Section 3 of this ARTICLE VI:

(a) Any assessment or charges for the purpose of operating the Umbrella Association and accomplishing any and all of its purposes. At such time that there are improvements on any Common Area for which the Association is responsible to maintain, repair and replace, the Association may include a "Reserve for Replacement" in the annual assessment in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area. For such assessments, the Unit Owner shall pay his proportionate share of the Common Expenses in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit B hereto.

(b) Any special assessments for capital improvements, emergencies, or non-recurring expenses; for such assessments, the Unit Owner shall pay his proportionate share of the Common Expenses in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit B hereto.

(c) Charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs.

(d) Fees or charges that may be established for any special or personal use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.

(e) Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. For such assessments, the Unit Owner shall pay his proportionate share of the Common Expenses in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit B hereto.

(f) Assessments required under the terms and provisions of the Umbrella Association and any residential association.

**Section 2. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Unit by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, whether or not it shall be so expressed in such deed or instrument, is deemed to covenant and agree that all annual and special assessments, or other charges and fees set forth in Section 1 hereof, together with interest, late fees, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. The lien is effective from and after the recording of a Claim of Lien in the



# UNOFFICIAL COPY

Office of the Recorder of Deeds of the county in which these documents are recorded, stating the description of the Unit, name of the Owner, amount due, the due dates and all other information required by law. Each such assessment, together with interest, late fees, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, as well as his heirs, devisees and personal representatives, successors and assigns.

Section 3. Establishment of Assessments. The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the following procedures:

(a) Assessments against the Owners of all of the Units shall be established after the adoption of an annual operating budget. Each Unit Owner shall receive, at least 25 days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. Assessments shall be payable at such time or times as the Board of Directors shall direct which shall be monthly until otherwise directed. Assessments may include an amount for reserves so as to enable the Association to establish and maintain an adequate reserve fund for periodic maintenance, repair and replacement of improvements to the Common Areas.

Assessments will be split into two parts. The Umbrella Association will establish amounts for maintenance of detention ponds and community amenities and other obligations of the Umbrella Association under this Declaration. Said assessments will be split evenly over all of the units in the Project.

Each residential association will set its own assessment based on the obligations of the residential association under its individual declaration. These residential association assessments will be divided evenly over the units in each residential association.

(b) Special Assessments against the Owners and all other fees, dues and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

(c) Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

(d) Except as provided in subsection (f) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%)

# UNOFFICIAL COPY

of the votes of the Association delivered to the Board within 21 days of the Board action, shall call a meeting of the Unit Owners within thirty (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 Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(e) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(f) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of item (d) above or item (g) below. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(g) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners.

(h) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (d) and (e), 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.

(i) The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by Owners of Units for any special or personal use of facilities, or to reimburse the Association for the expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

(j) The Association shall prepare a roster of the Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. The Association shall, upon demand, furnish an Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid. In the event the Association makes a mistake in preparing said assessment list which results in the Association's inability to collect the same, all such lost assessments shall be deemed a common expense due from all Unit Owners.

# UNOFFICIAL COPY

(k) The Board shall annually supply 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.

(l) At the end of an Association's fiscal year and after the Association has approved any end-of-year fiscal audit, if applicable, if the fiscal year ended with a surplus of funds over actual expenses, including budgeted reserve fund contributions, then, to the extent that there are not any contrary provisions in the Association's Declaration and Bylaws, the Board has the authority, in its discretion, to dispose of the surplus in one or more of the following ways: (i) contribute the surplus to the Association's reserve fund; (ii) return the surplus to the Unit Owners as a credit against the remaining monthly assessments for the current fiscal year; (iii) return the surplus to the Unit Owners in the form of a direct payment to the Unit Owners; or (iv) maintain the funds in the operating account, in which case the funds shall be applied as a credit when calculating the following year's annual budget. If the fiscal year ends in a deficit, then, to the extent that there are not any contrary provisions in the Association's Declaration or Bylaws, the Board has the authority, in its discretion, to address the deficit by incorporating it in to the following year's annual budget. If 20% of the Unit Owners of the Association deliver a petition objecting to the action under this paragraph within 30 days after notice to the Unit Owners of the action, the Board shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition. At the meeting, the Unit Owners may vote to select a different option than the option selected by the Board. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the Board's selection and select a different option, the Board's decision is ratified.

**Section 4. Effect of Non-Payment of Assessments; Remedies of the Association.** If any assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, beginning from the due date until paid in full, may be levied by the Board of Directors for each Month the assessment is unpaid. The Association may at any time thereafter bring an action at law against the owner personally obligated to pay the same, and/or foreclose the lien against the property. Such lien shall be prior to all other liens and encumbrances, recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State or other State or Federal taxes which by law are a lien on the interest of such Unit Owner prior to preexisting recorded encumbrances thereon (b) any bona fide first mortgage of an Institutional Mortgagee; and (c) encumbrances on the interest of such Unit owner recorded prior to the date of such failure or refusal which by law would be a lien thereon prior to subsequently recorded encumbrances. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the assessment all costs and expenses, including attorneys' fees, required to collect same. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of this Unit.

# UNOFFICIAL COPY

Section 5. Subordination of the Lien to Mortgages. As hereinabove provided in Section 2, the lien of the Association for assessments and other charges of the Association becomes effective from and after recording of a Claim of Lien in the Office of the Recorder of Deeds. This lien of the Association shall be subordinated to a bona fide first Institutional Mortgage on any Unit, which mortgage is recorded in the Office of the Recorder of Deeds prior to any said Claim of Lien against the same Unit being recorded in the Office of the Recorder of Deeds. A lien for assessments shall not be affected by any sale or transfer of a Unit; provided, however, that in the event of a sale or transfer pursuant to a foreclosure of a bona fide first mortgage, a foreclosure of a mortgage held by an Institutional Mortgagee, or deed in lieu of foreclosure by a first mortgagee or a mortgage held by an Institutional Mortgagee, the acquirer of title, his successors and assigns, shall not be liable for assessments pertaining to the Unit or chargeable to the former owner of the Unit which became due prior to such sale or transfer. However, any such unpaid assessments for which such acquirer of title is not liable, may be reallocated and assessed to all Units (including such acquirer of title) as an Association expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the Purchaser or Transferee of a Unit from liability for, nor the Unit from the lien of, any assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

## ARTICLE VII

### MAINTENANCE, ALTERATIONS, DECORATING

Section 1. Maintenance, Repairs and Replacements. (a) Each Unit Owner shall furnish and be responsible for, at his own expense all of the maintenance, repairs and replacements within his own unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the Common Expenses, subject to the rules and regulations of the Board.

(b) Any major remodeling or repairs by the Unit Owner must first be approved in writing by the Board of Managers of the Condominium Association.

The Board may cause to be discharged any mechanics lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the Building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the owner at the

# UNOFFICIAL COPY

Unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 1. All expenses which, pursuant to this Section 1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

Section 2. Limited Common Elements. Any charge or expense in connection with expenditures for the Limited Common Elements may be assessed only against that Unit to which such Limited Common Elements are assigned.

Section 3. Alterations, Additions or Improvements. No Alterations of any Common Elements or any additions or improvements thereof, shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within his Unit without prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any Unit, or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building.

Section 4. Decorating. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses.

Section 5. P.U.D. The Properties are included within the boundaries of a planned unit development (P.U.D.). There are various rights and responsibilities either dedicated to the Umbrella Association and the Recorded Plat of Subdivision or subsequently delegated to the Umbrella Association or associated with the P.U.D. approval or arising out of previously filed annexation agreements, restrictions, reservations, easements and limitations of record. The Association and Unit Owners shall discharge its duties as set forth therein. The costs associated therewith shall be assessed to the Owners as provided herein.

# UNOFFICIAL COPY

Section 6. Right of Entry. Any agent or member of the Architectural Control Committee may at any reasonable time enter and inspect any building or property subject to the jurisdiction of the Architectural Control Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

Section 7. Enforcement. The Architectural Control Committee shall have the right to enforce the provisions of this ARTICLE IX by injunctive relief or any other remedy which may be available and, if any such suit is successful, the party defendant shall pay all costs of such suit, including, but not limited to, court costs and reasonable attorney's fees at all levels of proceedings to the Architectural Control Committee.

## ARTICLE IX

### USE RESTRICTIONS

Section 1. The Declarant intended to develop The Pines of Tinley Park for occupancy by persons 55 years of age or older. In developing this community, the Declarant intended to construct residential and recreational amenities specifically designed to meet the physical and social needs of older persons. Upon completion of The Pines of Tinley Park, a minimum of eighty (80) percent of the units shall be occupied by a least one person fifty-five (55) years of age or older per unit. In order to meet the requirements of the Fair Housing Amendments Act of 1988, no person under eighteen (18) years of age shall be permitted to reside in any Unit except that such persons under the age of 18 years may be permitted to visit and reside for reasonable periods not to exceed two (2) consecutive weeks on any one occasion and thirty (30) days in any calendar year.

Section 2. All garbage cans, trash containers, bicycles, and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities and complies with all Village of Tinley Park rules and ordinances for refuse disposal.

Section 3. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other article, shall be shaken or hung from any windows, doors or patios, or exposed to any part of the Common Area.

Section 4. No temporary or permanent utility or storage shed, building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee.

Section 5. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles, shall be kept, raised or maintained on any Unit; PROVIDED, HOWEVER, that dogs, cats and other household pets not to exceed twenty (20) pounds in weight may be kept in reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets

# UNOFFICIAL COPY

shall be kept on a leash when not on the Owner's Unit and the Owner shall be responsible to clean up after its pet.

Section 6. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Unit.

Section 7. No jacuzzi, deck or similar structure or appurtenant equipment shall be constructed, erected or maintained on any Unit, such that it is visible from any street without prior approval of the Architectural Control Committee.

Section 8. No vehicles of any nature shall be parked on any portion of the Properties or a Unit except on the surfaced, parking area thereof. No vehicle which cannot operate under its own power shall be kept on the Properties except if located within the garage. All boats, trailers, recreational vehicles, motorcycles or the like, shall be kept in the garage when not in use. No vehicle repairs or maintenance shall be allowed within the Properties, except in the garages or unless the Association designates a specific area for such purpose.

Section 9. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the Common Area or any Unit. The right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional mortgagee which may become the Owner of a Unit, and to the Association as to any Unit which it may own to place "For Sale" or "For Rent" signs in connection with any unsold Unit it may, from time to time, own.

Section 10. No trade or business shall be conducted on, nor any commercial use made of any Unit or of the Properties.

Section 11. All Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

Section 12. No nuisance shall be allowed upon any Unit or any use or practice that is a source of annoyance to other Owners or interferes with the peaceful possession and proper use of the Units by the Owners thereof.

Section 13. No immoral, improper, offensive or unlawful use shall be made of any Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 14. No television or radio masts, towers, poles, antennas, aerials, earth satellite dishes, solar heating panels, sky lights or appurtenances may be erected, constructed, or maintained, except if in compliance with existing Federal Communications Commission Guidelines.

Section 15. No swimming pools may be erected, constructed, or maintained.

# UNOFFICIAL COPY

Section 16. No window unit air conditioners may be installed without first obtaining the prior consent of the Architectural Control Committee.

Section 17. Each Unit is restricted to residential use.

Section 18. No person shall use the Unit or any parts, thereof, in any manner contrary to this Declaration.

Section 19. Except as otherwise specifically provided for in the rules and regulations governing the recreational Properties, no docks nor motorized vessels shall be permitted in the lakes contained within the Project.

Section 20. Resubdivision of Unit. Except as otherwise expressly set forth herein, no further resubdivision shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Unit shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Unit.

Section 21. No depositing of water or other foreign substances into any lakes or water bodies shall be allowed.

Section 22. The lakes are passive open space. Neither swimming nor the operation of gasoline or fuel oil motor vessels is permitted in the lakes. Sailboats and electric motor vessels are permitted only in areas specifically designated by the Umbrella Association. The water level may be subject to substantial fluctuation.

Section 23. General Use. No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and under such conditions as shall be determined by the Board in writing.

Section 24. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common Elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

Section 25. Prohibited Use. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the board. No Unit Owner shall permit anything to be done or kept in his Unit, or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances accessories or equipment in such manner as to cause, in the judgment of the Board, an



# UNOFFICIAL COPY

unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board.

**Section 26. Unit Owner Insurance.** Each Unit Owner shall be responsible for his own insurance on his personal property in his own Unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinbefore provided.

**Section 27. Exterior Attachments.** Unit Owners shall not cause or permit anything to be placed on the outside walls of the Building and no sign, awning, canopy, shutter ratio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the board.

**Section 28. Window Treatment.** The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the Units of the Building, whether by draperies, shades or other items visible from the exterior of the Building shall be subject to the rules and regulations of the Board.

**Section 29. Floor Coverings.** In order to enhance the soundproofing of the Building, the floor covering for all occupied Units shall meet a certain minimum standard as may be specified by Rules and Regulations of the Board.

**Section 30. Nuisances.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants.

**Section 31. Unsightliness.** No clothes, sheets, blankets, laundry or any kind of other articles shall be hung or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

**Section 32. Personal Effects.** There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in the common storage area designated for that purpose.

**Section 33. Common Elements.** Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

**Section 35. Flags.** Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The 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

# UNOFFICIAL COPY

the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The 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 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 the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "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. "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 X

### MANAGEMENT AGREEMENT

Section 1. Management Contact. The Board of Directors shall contract with a firm, person or corporation for the operation of the Condominium Association and the management, maintenance and repair of the Condominium Association Property; said management agent shall have at least 3 years' experience with professional management of a real estate project.

## ARTICLE XI

### MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially and socially responsible, and thus protect the value of the Condominium Association Property, the transfer, leasing, and mortgaging of Units shall be subject to the following provisions:

Section 1. Transfers Subject to Approval.

(a) Sale. No Unit Owner may dispose of a Unit or any interest in a Unit, by sale or otherwise, without approval of the grantee by the Association.

(b) Lease. No Unit Owner may dispose of a Unit or any interest in a Unit by lease without approval of the lessee by the Association. No lease may be made for less than a six (6) month consecutive period nor shall any transient accommodations be provided.

(c) Gift. If any person shall acquire his title or right to occupy by gift, the continuance of his ownership or occupancy of the Unit shall be subject to the approval of the Association.

# UNOFFICIAL COPY

proposed lease or sale and accompanied by an earnest money deposit in current legal funds.

(b) Certificate of Approval.

(1) Transfer Fee. The granting of any certificate of approval shall be based upon the condition that the transferor pay to the entity conducting the investigation a pre-set \$50.00 fee. The recording of the approval shall be deemed proof that the fee was paid. If not paid, the fee shall be treated as a delinquent common expense. No fee shall be charged on lease renewal.

(2) Sale or Lease. If the proposed transaction is a sale or lease, then within thirty (30) days after receipt of such a notice and information concerning the proposed purchase or lessee, (including responses to character and financial inquiries), that the Association may request, the Association must either approve or disapprove the proposed transaction. If the transaction is a sale or lease, the approval shall be stated in a certificate executed in accordance with the By-Laws of the Association, which, in the event of a sale, shall be recorded, at the expense of the party recording the deed, in the Office of the Recorder of Deeds as an attachment to the instrument of conveyance. The liability of the Unit Owner under the terms of this Declaration shall continue notwithstanding the fact that the Unit may have been leased.

(3) Gift; Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title or occupancy by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information required to be furnished concerning such Owner, the Association must either approve or disapprove the continuance of the Unit Owner's ownership or occupancy of the Unit. If approved, the approval shall be stated in a certificate executed by the Association in accordance with the By-Laws of the Association, and which shall be recorded in the Office of the Recorder of Deeds in Cook County, Illinois, as hereinabove provided.

Section 3. Disapproval by Association. If the Association shall disapprove a transfer of ownership or the leasing of a Unit, the matter shall be disposed of in the following manner:

(a) No Request for Substitute. If the proposed transaction is not approved and the Unit Owner has made no demand for providing a substitute purchaser or lessee, the Association shall deliver a certificate of disapproval executed in accordance with the By-Laws of the Association and the transaction shall not be consummated.

(b) Sale or Lease Request for Substitute. If the proposed transaction is not approved, and the request for substitute has been made, the Association shall deliver, by mail or registered mail, to the Unit Owner a bona fide agreement to purchase or lease the Unit by a purchaser or lessee approved by the Association or its designee who will

# UNOFFICIAL COPY

purchase or lease and to whom the Unit Owner must sell or lease the Unit upon the following terms:

(1) The price to be paid and the terms of payment shall be that stated in the disapproved offer to sell or lease.

(2) The sale shall be closed within forty-five (45) days after the delivery or mailing of the agreement to purchase. The lease shall take effect as of the date of the proposed lease.

(3) If the Association shall fail to provide a purchaser or lessee upon the demand of the Unit Owner in the manner provided, or if a purchaser or lessee furnished by the Association shall default in his agreement to purchase or lease upon notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved as elsewhere provided.

(c) Gifts; Devise or Inheritance; Other Transfers. If the Unit Owner has acquired his title by gift, devise or inheritance, or in any other manner, and the continuance is disapproved, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the Seller and Purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement, the price shall be determined by an independent appraiser appointed by the Chairman of the local Board of Realtors. Upon determination of the price, the Owner and purchaser shall execute a bona fide contract of purchase and sale of the Unit.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within forty-five (45) days following the determination of the sales price.

(4) The contract shall be the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Cook County, Illinois.

(5) If the Association shall fail to provide a purchaser as required herein, or if a purchaser furnished by the Association shall default in his agreement to purchase, the provisions of Article XIV, Section 3(b)(3) shall apply.

(6) If an individual has acquired a right to occupy the Unit and if the continuance thereof is disapproved the Unit shall be vacated by the occupant and Association may purchase as set forth above.

# UNOFFICIAL COPY

Section 4. **Mortgage.** No Unit Owner may mortgage his Unit, or any interest therein, without the approval of the Association, except to an Institutional Mortgagee. In the event of failure to grant said approval because of a conflict with the terms of this instrument, said mortgage may not be granted until the terms thereof are acceptable to Association.

Section 5. **Exceptions; Proviso.** The foregoing provisions of this Section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by, an Institutional Mortgagee that acquired its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings.

(a) **Proviso.** After an Institutional Mortgagee acquires title to an Apartment as hereinabove provided, such Institutional Mortgagee shall be subject to all of the provisions of this instrument.

(b) **Proviso.** Should any purchaser acquire title to a Unit at a duly advertised public sale with open bidding as provided by law, then such person shall immediately thereafter notify the Association of such fact and shall be governed by Article XIV, Section 3(c), and all of the provisions of this instrument.

Section 6. **Homeowners' Association Documents.** It shall be the responsibility of the transferor of a Unit to transfer to transferee all the Condominium Association Documents originally provided to said transferor. Notwithstanding this Paragraph 6, the transferee shall be bound by the terms of the Condominium Association Documents even though the transferor has failed to comply herewith.

Section 7. **Unauthorized Transactions.** Any sale, mortgage or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association and Lessor (if applicable).

Section 8. **Proviso.** No certificate of approval shall be issued by the Association, as provided in this Article XIV and the By-Laws, until all sums due by the Unit Owner pursuant to this Declaration are current and paid.

Section 9. **Inter-Family Transfers.** None of the provisions of this Article XIV shall apply to a transfer between joint or co-tenants, or among spouses, or immediate families where the grantee is not to take immediate possession (i.e. Life-estate deed, joint tenancy with children, etc.). However, they shall govern at the time that any previously unapproved party takes possession of a Unit.

Section 10. **Illinois Land Trust.** None of the provisions of this Article XIV shall apply to a transfer into an Illinois Land Trust where the beneficiaries are the grantees in the deed of conveyance into said Illinois Land Trust. Notwithstanding anything contained herein to the contrary, the provisions of this Article XIV shall apply to the sale or transfer of a beneficial interest in an Illinois Land Trust.

# UNOFFICIAL COPY

## ARTICLE XII

### GENERAL PROVISIONS

Section 1. **Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to so do thereafter. In any such suit the prevailing party shall also be entitled to recovery of all costs and expenses including court costs and attorneys' fees.

Section 2. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 3. **Amendment.** This Declaration may be amended at any time, and from time to time by any of the following methods:

(a) By an affirmative vote of two-thirds of those members entitled to vote at a meeting duly called and as evidenced by a certification thereof by the Secretary of the Association and recorded in the Office of the Recorder of Deeds; or

(b) By the execution and recordation in the office of the Recorder of Deeds of an instrument executed by two-thirds of the Owners who are entitled to vote.

Provisos:

(i) No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgage enjoying such protection.

Section 4. **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing, or sent via a prescribed delivery method.

Section 5. **Permits, Licenses and Easements.** The Association shall have the right to grant permits, licenses and easements over, upon, across, under and through the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance and operation of the Properties, as so, determined by the Board of Directors of the Association.

Section 6. **Easement for Encroachments.** In the event that any dwelling, patios or decks or other improvements upon a Unit, as originally constructed by the Declarant, shall encroach upon any other Unit or improvement thereon, for any reason, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

# UNOFFICIAL COPY

Section 7. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to the Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Section 8. C.A.T.V. Easement. The Condominium Association Property is and shall be, for so long as Cable Television and Emergency Medical-Security Alert Service is provided to any Unit Owner, subject to an easement under, over and through the Common Areas and/or Units for the purpose of installation, maintenance and, if applicable, removal of Cable Television and/or Emergency Medical-Security Alert Services. The Association and each Unit Owner shall allow access to the Common Areas and/or Units for these purposes. To that end the Association shall execute an agreement with the CATV Firm providing such access, etc. It is acknowledged that any installed wires and equipment shall be the property of the CATV Firm.

Section 9. Rights of Institutional Mortgages. All Institutional Mortgages, upon written request to the Association (such request to state the name and address of such Institutional Mortgagee and the Unit Number), shall be entitled to timely written notice of:

(a) Any proposed amendment of the Condominium Association Documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Areas of any Unit or the liability for any Unit's assessments, (iii) the number of votes in the Association of a Unit, or (iv) the purpose to which any Unit or the Common Areas are restricted;

(b) Any proposed dissolution of The Pines of Tinley Park as a Condominium Association project;

(c) Any delinquency in the payment of assessments or charges owned by an owner of a subject Unit subject to the mortgage of an Institutional Mortgagee where such delinquency has continued for a period of 60 days.

(d) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(e) Any proposed action that requires the consent of a specified percentage of Institutional Mortgagees.

## ARTICLE XIII

### INFORMATION TO LENDERS AND OWNERS

Section 1. The Association shall make available to Owners and to holders, insurers,

# UNOFFICIAL COPY

or guarantors of any first mortgage on any Unit, current copies of the Declaration of Restrictive Covenants for The Pines of Tinley Park, this Declaration of Restrictions, the Articles of Incorporation or By-Laws of the Association, other rules concerning The Pines of Tinley Park Condominium Association and the books, records and financial statements of the Association, in accordance with the Act and the General Not For Profit Corporation Act. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

Section 2. Any holder of a first mortgage upon a Unit shall be entitled, upon written request, to a financial statement of the Association for the immediately preceding fiscal year.

Section 3. Upon written request to the Association by a holder, insurer, or guarantor of any first mortgage of a Unit (hereinafter referred to as "Lender"), which written request shall identify the name and address of the Lender and the Unit number and address thereof, the Lender will be entitled to timely written notice of:

- (a) Any condemnation loss or casualty loss which affects material portion of the Properties, or any Unit on which there is a first mortgage held by the Lender;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

## ARTICLE XIV

### INSURANCE

1. Fire and Hazard Insurance. The Board of Managers shall acquire as a common expense, a policy or policies of insurance insuring the Common Elements and the Units against loss or damage from fire, lightning and other hazards contained in the customary endorsements. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Cover C, increased cost of construction coverage. The combined total of Coverage B and Coverage C



# UNOFFICIAL COPY

shall be no less than 10% of each insured building value, or \$500,000.00, whichever is less. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners or any other additions, alterations, or upgrades installed or purchased by any unit owner.

All said policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgages of each Unit, if any, as their perspective interest may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Unit Owner, (3) shall provide that notwithstanding any provision thereof which give the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Unit Owners elect to sell the Property or remove the Property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the mortgagee of each Unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, if any, their respective employees and agents and the Unit Owners and Occupants, and (6) shall contain a "Replacement Cost Endorsement". The proceeds of such insurance shall be applied by the Board or by the corporate trustee or agent on behalf of the Board for the reconstruction of the Building or shall be otherwise disposed of in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall notwithstanding anything to the contrary therein contained at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute and accept trusts in Illinois to act as Insurance Trustee, or as Agent or Depository as an alternative to acting as Trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such bank or trust company shall be common expenses.

In the event of any loss in excess of \$2,500.00 in the aggregate at the Board's discretion or request of any Unit Owner, the Board shall solicit bids from reputable contractors.

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board of such corporate trustee or agent of the company's liability under such insurance company, and such company shall be under no obligation to inquire into the terms of any trust or agency agreement under which

# UNOFFICIAL COPY

proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

Each Unit Owner shall inform the Board in writing of additions, alterations or improvements made by said Unit Owner to his Unit and the value thereof which value may be included in the full replacement insurable cost for insurance purposes. If a Unit Owner fails to so inform the Board as provided above and a penalty is assessed in the adjustment of loss statement, the Unit Owner shall be responsible for such penalty.

2. Appraisal. The full, insurable replacement cost of the Property, including the Units and Common Elements shall be determined from time to time (but not less frequently than one in a twelve-month period) by the Board.

The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

3. Public Liability and Property Damage Insurance. The Board of Managers shall acquire, as a common expense, comprehensive public liability and property damage insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

4. Workmen's Compensation and Other Insurance. The Board of Managers shall acquire, as a common expense, workmen's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to, insurance for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority.

5. Waiver. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

6. Notice. The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

# UNOFFICIAL COPY

7. Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

(a) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

(b) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board.

(c) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

8. Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy required to be maintained by the Association must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

9. Primary Insurance. If at the time of a loss under the Association's policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

10. Deductibles. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

11. Directors and Officers Coverage. The Board must obtain directors' and officers' liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. Directors' and officers' liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association. The coverage required under the provision shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of contract; and defense of decisions related to the placement or adequacy of insurance, and the coverage required by the provision shall include as an insured: past, present, and future board members while acting in their capacity as members of the board of directors; the managing agent; and employees of the board of directors and the managing agent.

# UNOFFICIAL COPY

12. **Mandatory Unit Owner Coverage.** The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

13. **Fidelity Bond Coverage.** The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

## ARTICLE XV

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. **Sufficient Insurance.** (a) In the event the improvements forming a part of the Property, or any portion thereof, including any Units, 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 or repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board of the payee of such insurance proceeds in payment therefore; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article XII hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of Ownership in the Common Elements as set forth in Exhibit B, after first paying out the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, otherwise such meeting shall be held within ninety (90) days of the occurrence. At such meeting, the Board of Managers, or its

# UNOFFICIAL COPY

representative, shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owner voting at a meeting called for that purpose, any portion of the Property affect by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocate among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board of Managers. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements, will be distributed in accordance with the interest of those entitled to their use.

2. Cessation of Common Elements. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments or such Unit or portion thereof by the Unit Owner shall cease.

APPROVED THIS 15th DAY OF November, 2021.

The Pines Condominium Association  
of Tinley Park

By: [Signature]  
Its President

ATTEST

By: Mary Wash  
Secretary

Subscribed and Sworn to before me  
this 15th day of November, 2021.

[Signature]  
Notary Public



# UNOFFICIAL COPY

## BOARD SIGNATURE PAGE

STATE OF ILLINOIS     )  
   ) SS  
 COUNTY OF COOK        )

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Pines Condominium Association of Tinley Park established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Declaration at a duly called meeting of the Board of Directors of the Pines Condominium Association of Tinley Park.

*Cam Carr*  
*C. A. Hall*

\_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_

*Charles Annerino*  
 \_\_\_\_\_

*[Signature]*  
 \_\_\_\_\_

*Mary Wash*  
 \_\_\_\_\_

Board of Directors of the Pines Condominium Association of Tinley Park

# UNOFFICIAL COPY

## AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS        )  
   ) SS  
 COUNTY OF COOK         )

I, MARY WASH, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Pines Condominium Association of Tinley Park, and as such Secretary and keeper of the books and records of said condominium. I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Directors of said condominium, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on November 15, 2021, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration either was delivered personally to each unit owner at the Association or was sent by regular mail, to each Unit Owner in the Association at the address of the Unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration.

Mary Wash  
 Secretary of the Pines Condominium Association of  
 Tinley Park

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

UNITS 18331-1 THROUGH 18440-4 IN THE PINES CONDOMINIUMS OF TINLEY PARK AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE: CERTAIN LOTS IN THE PINES OF TINLEY PARK UNIT 2D, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 92648506, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Unit	Pin	Commonly known as (for informational purposes only)
18331-1	31-06-203-024-1001	18331 PINE LAKE DR #1 TINLEY PARK, IL 60477
18331-2	31-06-203-024-1002	18331 PINE LAKE DR #2 TINLEY PARK, IL 60477
18331-3	31-06-203-024-1003	18331 PINE LAKE DR #3 TINLEY PARK, IL 60477
18331-4	31-06-203-024-1004	18331 PINE LAKE DR #4 TINLEY PARK, IL 60477
18401-1	31-06-203-024-1005	18401 PINE LAKE DR #1 TINLEY PARK, IL 60477
18401-2	31-06-203-024-1006	18401 PINE LAKE DR #2 TINLEY PARK, IL 60477
18401-3	31-06-203-024-1007	18401 PINE LAKE DR #3 TINLEY PARK, IL 60477
18401-4	31-06-203-024-1008	18401 PINE LAKE DR #4 TINLEY PARK, IL 60477
18325-1	31-06-203-024-1009	18325 PINE LAKE CT #1 TINLEY PARK, IL 60477
18325-2	31-06-203-024-1010	18325 PINE LAKE CT #2 TINLEY PARK, IL 60477
18325-3	31-06-203-024-1011	18325 PINE LAKE CT #3 TINLEY PARK, IL 60477
18325-4	31-06-203-024-1012	18325 PINE LAKE CT #4 TINLEY PARK, IL 60477
18327-1	31-06-203-024-1013	18327 PINE LAKE CT #1 TINLEY PARK, IL 60477
18327-2	31-06-203-024-1014	18327 PINE LAKE CT #2 TINLEY PARK, IL 60477
18327-3	31-06-203-024-1015	18327 PINE LAKE CT #3 TINLEY PARK, IL 60477
18327-4	31-06-203-024-1016	18327 PINE LAKE CT #4 TINLEY PARK, IL 60477
18421-1	31-06-203-024-1017	18421 PINE LAKE DR #1 TINLEY PARK, IL 60477
18421-2	31-06-203-024-1018	18421 PINE LAKE DR #2 TINLEY PARK, IL 60477
18421-3	31-06-203-024-1019	18421 PINE LAKE DR #3 TINLEY PARK, IL 60477
18421-4	31-06-203-024-1020	18421 PINE LAKE DR #4 TINLEY PARK, IL 60477
18423-1	31-06-203-024-1021	18423 PINE LAKE DR #1 TINLEY PARK, IL 60477
18423-2	31-06-203-024-1022	18423 PINE LAKE DR #2 TINLEY PARK, IL 60477
18423-3	31-06-203-024-1023	18423 PINE LAKE DR #3 TINLEY PARK, IL 60477
18423-4	31-06-203-024-1024	18423 PINE LAKE DR #4 TINLEY PARK, IL 60477
18411-1	31-06-203-024-1025	18411 PINE LAKE DR #1 TINLEY PARK, IL 60477
18411-2	31-06-203-024-1026	18411 PINE LAKE DR #2 TINLEY PARK, IL 60477
18411-3	31-06-203-024-1027	18411 PINE LAKE DR #3 TINLEY PARK, IL 60477
18411-4	31-06-203-024-1028	18411 PINE LAKE DR #4 TINLEY PARK, IL 60477
18413-1	31-06-203-024-1029	18413 PINE LAKE DR #1 TINLEY PARK, IL 60477
18413-2	31-06-203-024-1030	18413 PINE LAKE DR #2 TINLEY PARK, IL 60477
18413-3	31-06-203-024-1031	18413 PINE LAKE DR #3 TINLEY PARK, IL 60477
18413-4	31-06-203-024-1032	18413 PINE LAKE DR #4 TINLEY PARK, IL 60477
18323-1	31-06-203-024-1033	18323 PINE LAKE CT #1 TINLEY PARK, IL 60477



# UNOFFICIAL COPY

## ARTICLE VIII

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. **Approval Necessary.** No building, outbuilding, garage, fence, wall, retaining wall, spa, porch, or other structure of any kind shall be erected, constructed, placed or maintained on the Properties, nor after construction of a dwelling or other improvements upon said Unit, shall any landscaping, dwelling or other improvements on each Unit or color scheme thereof, be altered, changed, repaired or modified unless the same shall be approved in writing by the Architectural Control Committee. The Architectural Control Committee was to have adopted the SUMMARY OF PROCEDURE AND DESIGN REQUIREMENTS FOR THE PINES OF TINLEY PARK. The foregoing prior approval is intended to specifically apply to the painting of a dwelling, the installation of a spa, or any other maintenance or repair which changes the exterior appearance of a dwelling or other improvements on a Unit.

Section 2. **Membership of Committee.** The Board of Directors shall select and fill any such vacancy by appointment for a term as determined by the Board.

Section 3. **Endorsement of Plans.** Approval of plans, specifications and location of improvements by the Architectural Control Committee shall be as set forth in said SUMMARY OF PROCEDURE AND DESIGN REQUIREMENTS. The approval of the Architectural Control Committee of plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the Architectural Control Committee of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other Units.

Section 4. **Construction to be in Conformance with Plans.** After such plans and specifications and other data submitted have been approved by the Architectural Control Committee, no building, outbuilding, garage, fence, wall, retaining wall, or other improvements or structures of any kind shall be erected, constructed, placed, altered or maintained upon the Properties unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans theretofore approved by the Architectural Control Committee.

Section 5. **Deemed Approval.**

(a) After the expiration of one year from the date of completion of any structure or alterations, such structure or alteration shall be deemed to comply with all of the provisions of this ARTICLE IX unless notice to the contrary shall have been recorded in the Office of the Recorder of Deeds of Cook County, Illinois, or legal proceedings shall have been instituted to enforce such compliance.

(b) In the event that the Architectural Control Committee shall fail, for a period of thirty (30) days, to approve or disapprove any plan, specifications, or plot plans submitted to it for approval, the same shall be deemed to have been approved.

# UNOFFICIAL COPY

(d) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the continuance of his ownership of the Unit shall be subject to the approval of the Association.

(e) Other Transfers. If any Unit Owner shall acquire his title or the right to occupy by any manner not considered in the foregoing subsections, the continuance of his ownership or occupancy right of the Unit shall be subject to the approval of the Association.

Section 2. Approval by Association. The approval by the Association that is required for the transfer of all or part of ownership of Units shall be obtained in the following manner:

(1) Notice to Association.

(1) Sale. A Unit Owner intending to make a "bona fide" sale of his Unit shall give to the Association notice of such intention, together with such information concerning the intended purchaser as the Association may require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that the Association furnish a purchaser for the Unit if the proposed purchaser is not approved. The notice shall be accompanied by an executed copy of the proposed contract of sale and purchase.

(2) Lease. A Unit Owner intending to make a "bona fide" lease of his entire Unit shall give to the Association notice of such intention, together with the name, address, and such other information concerning the intended lessee as the Association may require, and a copy of the proposed lease. A demand for a substitute lessee may be made as heretofore provided.

(3) Gift, Devise or Inheritance, Other Transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice thereof, together with such information concerning the Unit Owners as the Association may require and a copy of the instrument evidencing the Owner's title.

(4) Failure to Give Notice. If the required notice to the Association is not given, then at any time after receiving knowledge of the event allegedly transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the same. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) Bona Fide Offer. A "bona fide" offer as used herein shall mean an offer in writing, binding upon the offeror, disclosing the name and address of the real party in interest and containing all of the terms and conditions of such

## UNOFFICIAL COPY

Unit	Pin	Commonly known as (for informational purposes only)
18323-2	31-06-203-024-1034	18323 PINE LAKE CT #2 TINLEY PARK, IL 60477
18323-3	31-06-203-024-1035	18323 PINE LAKE CT #3 TINLEY PARK, IL 60477
18323-4	31-06-203-024-1036	18323 PINE LAKE CT #4 TINLEY PARK, IL 60477
18321-1	31-06-203-024-1037	18321 PINE LAKE CT #1 TINLEY PARK, IL 60477
18321-2	31-06-203-024-1038	18321 PINE LAKE CT #2 TINLEY PARK, IL 60477
18321-3	31-06-203-024-1039	18321 PINE LAKE CT #3 TINLEY PARK, IL 60477
18321-4	31-06-203-024-1040	18321 PINE LAKE CT #4 TINLEY PARK, IL 60477
6431-1	31-06-203-024-1041	6431 PINE CONE DR #1 TINLEY PARK, IL 60477
6431-1	31-06-203-024-1042	6431 PINE CONE DR #1 TINLEY PARK, IL 60477
6431-3	31-06-203-024-1043	6431 PINE CONE DR #3 TINLEY PARK, IL 60477
6431-4	31-06-203-024-1044	6431 PINE CONE DR #4 TINLEY PARK, IL 60477
6433-1	31-06-203-024-1045	6433 PINE CONE DR #1 TINLEY PARK, IL 60477
6433-2	31-06-203-024-1046	6433 PINE CONE DR #2 TINLEY PARK, IL 60477
6433-3	31-06-203-024-1047	6433 PINE CONE DR #3 TINLEY PARK, IL 60477
6433-4	31-06-203-024-1048	6433 PINE CONE DR #4 TINLEY PARK, IL 60477
6430-1	31-06-203-024-1049	6430 PINE CONE DR #1 TINLEY PARK, IL 60477
6430-2	31-06-203-024-1050	6430 PINE CONE DR #2 TINLEY PARK, IL 60477
6430-3	31-06-203-024-1051	6430 PINE CONE DR #3 TINLEY PARK, IL 60477
6430-2	31-06-203-024-1052	6430 PINE CONE DR #2 TINLEY PARK, IL 60477
18431-1	31-06-203-024-1053	18431 PINE CONE DR #1 TINLEY PARK, IL 60477
18431-2	31-06-203-024-1054	18431 PINE LAKE DR #2 TINLEY PARK, IL 60477
18431-3	31-06-203-024-1055	18431 PINE LAKE DR #3 TINLEY PARK, IL 60477
18431-4	31-06-203-024-1056	18431 PINE LAKE DR #4 TINLEY PARK, IL 60477
18433-1	31-06-203-024-1057	18433 PINE LAKE DR #1 TINLEY PARK, IL 60477
18433-2	31-06-203-024-1058	18433 PINE LAKE DR #2 TINLEY PARK, IL 60477
18433-3	31-06-203-024-1059	18433 PINE LAKE DR #3 TINLEY PARK, IL 60477
18433-4	31-06-203-024-1060	18433 PINE LAKE DR #4 TINLEY PARK, IL 60477
18430-2	31-06-203-024-1061	18430 PINE CONE DR #2 TINLEY PARK, IL 60477
18430-2	31-06-203-024-1062	18430 PINE CONE DR #2 TINLEY PARK, IL 60477
18430-3	31-06-203-024-1063	18430 PINE CONE DR #3 TINLEY PARK, IL 60477
18430-4	31-06-203-024-1064	18430 PINE CONE DR #4 TINLEY PARK, IL 60477
18410-1	31-06-203-024-1065	18410 PINE CONE DR #1 TINLEY PARK, IL 60477
18410-2	31-06-203-024-1066	18410 PINE CONE DR #2 TINLEY PARK, IL 60477
18410-3	31-06-203-024-1067	18410 PINE CONE DR #3 TINLEY PARK, IL 60477
18410-4	31-06-203-024-1068	18410 PINE CONE DR #4 TINLEY PARK, IL 60477
18412-1	31-06-203-024-1069	18412 PINE CONE DR #1 TINLEY PARK, IL 60477
18412-2	31-06-203-024-1070	18412 PINE CONE DR #2 TINLEY PARK, IL 60477
18412-3	31-06-203-024-1071	18412 PINE CONE DR #3 TINLEY PARK, IL 60477
18412-4	31-06-203-024-1072	18412 PINE CONE DR #4 TINLEY PARK, IL 60477
6400-1	31-06-203-024-1073	6400 PINE CONE DR #1 TINLEY PARK, IL 60477
6400-2	31-06-203-024-1074	6400 PINE CONE DR #2 TINLEY PARK, IL 60477
6400-3	31-06-203-024-1075	6400 PINE CONE DR #3 TINLEY PARK, IL 60477
6400-4	31-06-203-024-1076	6400 PINE CONE DR #4 TINLEY PARK, IL 60477
6402-1	31-06-203-024-1077	6402 PINE CONE DR #1 TINLEY PARK, IL 60477
6402-2	31-06-203-024-1078	6402 PINE CONE DR #2 TINLEY PARK, IL 60477
6402-3	31-06-203-024-1079	6402 PINE CONE DR #3 TINLEY PARK, IL 60477
6402-4	31-06-203-024-1080	6402 PINE CONE DR #4 TINLEY PARK, IL 60477

# UNOFFICIAL COPY

Unit	Pin	Commonly known as (for informational purposes only)
18411-1	31-06-203-024-1081	18411 PINE CONE DR #1 TINLEY PARK, IL 60477
18411-2	31-06-203-024-1082	18411 PINE CONE DR #2 TINLEY PARK, IL 60477
18411-3	31-06-203-024-1083	18411 PINE CONE DR #3 TINLEY PARK, IL 60477
18411-4	31-06-203-024-1084	18411 PINE CONE DR #4 TINLEY PARK, IL 60477
18413-1	31-06-203-024-1085	18413 PINE CONE DR #1 TINLEY PARK, IL 60477
18413-2	31-06-203-024-1086	18413 PINE CONE DR #2 TINLEY PARK, IL 60477
18413-3	31-06-203-024-1087	18413 PINE CONE DR #3 TINLEY PARK, IL 60477
18413-4	31-06-203-024-1088	18413 PINE CONE DR #4 TINLEY PARK, IL 60477
18420-1	31-06-203-024-1089	18420 PINE CONE DR #1 TINLEY PARK, IL 60477
18420-2	31-06-203-024-1090	18420 PINE CONE DR #2 TINLEY PARK, IL 60477
18420-3	31-06-203-024-1091	184203 PINE CONE DR #3 TINLEY PARK, IL 60477
18420-4	31-06-203-024-1092	18420 PINE CONE DR #4 TINLEY PARK, IL 60477
18422-1	31-06-203-024-1093	18422 PINE CONE DR #1 TINLEY PARK, IL 60477
18422-2	31-06-203-024-1094	18422 PINE CONE DR #2 TINLEY PARK, IL 60477
18422-3	31-06-203-024-1095	18422 PINE CONE DR #3 TINLEY PARK, IL 60477
18422-4	31-06-203-024-1096	18422 PINE CONE DR #4 TINLEY PARK, IL 60477
18421-1	31-06-203-024-1097	18421 PINE CONE DR #1 TINLEY PARK, IL 60477
18421-2	31-06-203-024-1098	18421 PINE CONE DR #2 TINLEY PARK, IL 60477
18421-3	31-06-203-024-1099	18421 PINE CONE DR #3 TINLEY PARK, IL 60477
18421-4	31-06-203-024-1100	18421 PINE CONE DR #4 TINLEY PARK, IL 60477
18423-1	31-06-203-024-1101	18423 PINE CONE DR #1 TINLEY PARK, IL 60477
18423-2	31-06-203-024-1102	18423 PINE CONE DR #2 TINLEY PARK, IL 60477
18423-3	31-06-203-024-1103	18423 PINE CONE DR #3 TINLEY PARK, IL 60477
18423-4	31-06-203-024-1104	18423 PINE CONE DR #4 TINLEY PARK, IL 60477
18431-1	31-06-203-024-1105	18431 PINE CONE DR #1 TINLEY PARK, IL 60477
18431-2	31-06-203-024-1106	18431 PINE CONE DR #2 TINLEY PARK, IL 60477
18431-3	31-06-203-024-1107	18431 PINE CONE DR #3 TINLEY PARK, IL 60477
18431-4	31-06-203-024-1108	18431 PINE CONE DR #4 TINLEY PARK, IL 60477
18433-1	31-06-203-024-1109	18433 PINE CONE DR #1 TINLEY PARK, IL 60477
18433-2	31-06-203-024-1110	18433 PINE CONE DR #2 TINLEY PARK, IL 60477
18433-3	31-06-203-024-1111	18433 PINE CONE DR #3 TINLEY PARK, IL 60477
18431-3	31-06-203-024-1112	18433 PINE CONE DR #3 TINLEY PARK, IL 60477
18440-1	31-06-203-024-1113	18440 PINE LAKE DR #1 TINLEY PARK, IL 60477
18440-2	31-06-203-024-1114	18440 PINE LAKE DR #2 TINLEY PARK, IL 60477
18440-3	31-06-203-024-1115	18440 PINE LAKE DR #3 TINLEY PARK, IL 60477
18440-4	31-06-203-024-1116	18440 PINE LAKE DR #4 TINLEY PARK, IL 60477

# UNOFFICIAL COPY

## EXHIBIT B

### STATEMENT OF PERCENTAGE INTERESTS OF UNITS IN COMMON ELEMENTS

Unit	% Interest
18331-1	0.8620689655172414 %
18331-2	0.8620689655172414 %
18331-3	0.8620689655172414 %
18331-4	0.8620689655172414 %
18401-1	0.8620689655172414 %
18401-2	0.8620689655172414 %
18401-3	0.8620689655172414 %
18401-4	0.8620689655172414 %
18325-1	0.8620689655172414 %
18325-2	0.8620689655172414 %
18325-3	0.8620689655172414 %
18325-4	0.8620689655172414 %
18327-1	0.8620689655172414 %
18327-2	0.8620689655172414 %
18327-3	0.8620689655172414 %
18327-4	0.8620689655172414 %
18421-1	0.8620689655172414 %
18421-2	0.8620689655172414 %
18421-3	0.8620689655172414 %
18421-4	0.8620689655172414 %
18423-1	0.8620689655172414 %
18423-2	0.8620689655172414 %
18423-3	0.8620689655172414 %
18423-4	0.8620689655172414 %
18411-1	0.8620689655172414 %
18411-2	0.8620689655172414 %
18411-3	0.8620689655172414 %
18411-4	0.8620689655172414 %
18413-1	0.8620689655172414 %
18413-2	0.8620689655172414 %
18413-3	0.8620689655172414 %
18413-4	0.8620689655172414 %
18323-1	0.8620689655172414 %
18323-2	0.8620689655172414 %
18323-3	0.8620689655172414 %
18323-4	0.8620689655172414 %
18321-1	0.8620689655172414 %
18321-2	0.8620689655172414 %
18321-3	0.8620689655172414 %
18321-4	0.8620689655172414 %
6431-1	0.8620689655172414 %
6431-1	0.8620689655172414 %

# UNOFFICIAL COPY

Unit	% Interest
6431-3	0.8620689655172414 %
6431-4	0.8620689655172414 %
6433-1	0.8620689655172414 %
6433-2	0.8620689655172414 %
6433-3	0.8620689655172414 %
6433-4	0.8620689655172414 %
6430-1	0.8620689655172414 %
6430-2	0.8620689655172414 %
6430-3	0.8620689655172414 %
6430-2	0.8620689655172414 %
18431-1	0.8620689655172414 %
18431-2	0.8620689655172414 %
18431-3	0.8620689655172414 %
18431-4	0.8620689655172414 %
18433-1	0.8620689655172414 %
18433-2	0.8620689655172414 %
18433-3	0.8620689655172414 %
18433-4	0.8620689655172414 %
18430-2	0.8620689655172414 %
18430-3	0.8620689655172414 %
18430-4	0.8620689655172414 %
18410-1	0.8620689655172414 %
18410-2	0.8620689655172414 %
18410-3	0.8620689655172414 %
18410-4	0.8620689655172414 %
18412-1	0.8620689655172414 %
18412-2	0.8620689655172414 %
18412-3	0.8620689655172414 %
18412-4	0.8620689655172414 %
6400-1	0.8620689655172414 %
6400-2	0.8620689655172414 %
6400-3	0.8620689655172414 %
6400-4	0.8620689655172414 %
6402-1	0.8620689655172414 %
6402-2	0.8620689655172414 %
6402-3	0.8620689655172414 %
6402-4	0.8620689655172414 %
18411-1	0.8620689655172414 %
18411-2	0.8620689655172414 %
18411-3	0.8620689655172414 %
18411-4	0.8620689655172414 %
18413-1	0.8620689655172414 %
18413-2	0.8620689655172414 %
18413-3	0.8620689655172414 %
18413-4	0.8620689655172414 %
18420-1	0.8620689655172414 %

# UNOFFICIAL COPY

Unit	% Interest
18420-2	0.8620689655172414 %
18420-3	0.8620689655172414 %
18420-4	0.8620689655172414 %
18422-1	0.8620689655172414 %
18422-2	0.8620689655172414 %
18422-3	0.8620689655172414 %
18422-4	0.8620689655172414 %
18421-1	0.8620689655172414 %
18421-2	0.8620689655172414 %
18421-3	0.8620689655172414 %
18421-4	0.8620689655172414 %
18423-1	0.8620689655172414 %
18423-2	0.8620689655172414 %
18423-3	0.8620689655172414 %
18423-4	0.8620689655172414 %
18431-1	0.8620689655172414 %
18431-2	0.8620689655172414 %
18431-3	0.8620689655172414 %
18431-4	0.8620689655172414 %
18433-1	0.8620689655172414 %
18433-2	0.8620689655172414 %
18433-3	0.8620689655172414 %
18431-3	0.8620689655172414 %
18440-1	0.8620689655172414 %
18440-2	0.8620689655172414 %
18440-3	0.8620689655172414 %
18440-4	0.8620689655172414 %

Total: 100 %

# UNOFFICIAL COPY

## EXHIBIT C

### BY-LAWS OF THE PINES CONDOMINIUM ASSOCIATION OF TINLEY PARK

An Illinois Not for Profit Corporation  
Under the General Not for Profit Corporation Act of 1986

#### ARTICLE 1. GENERAL PROVISIONS.

1.1 **IDENTITY - PURPOSE.** These are the By-Laws of that certain Condominium Association, an Illinois Corporation not for profit Association, whose name appears in the title of this Document. This Association has been organized for the purpose of administering the affairs of the Condominium Association established pursuant to the Declaration of Restrictions thereof.

1.2 **BY-LAWS SUBJECT TO OTHER DOCUMENTS.** The provisions of these By-Laws are applicable to said Condominium Association and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association and the Declaration of Condominium, which will be recorded in the Office of the Recorder of Deeds in Cook County, Illinois, at the time said property is subjected to the Declaration of Condominium.

1.3 **APPLICABILITY.** All Unit owners, tenants and occupants, their agents, servants, invitees, licensees and employees who use the Property, or any part thereof, are subject to these By-Laws.

1.4 **OFFICE.** The office of the Association shall be at the Property or such other place designated by the Board of the Association.

1.5 **SEAL.** The seal of the Association shall bear the name of the Association, the word "Illinois", the words "Not for Profit Corporation", and the year of incorporation.

1.6 **DEFINITIONS.** All definitions set forth in the Declaration are hereby adopted by reference as though set forth herein verbatim.

#### ARTICLE 2. MEMBERSHIP, VOTING, QUORUM, PROXIES.

2.1 **QUALIFICATION OF MEMBERS.** The qualification of members, the manner of their admission to membership and termination of such membership, and voting shall be as set forth in the Declaration, Articles of Incorporation (Articles), and in these By-Laws.

2.2 **QUORUM.** The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum. The joinder of a member in the action of a meeting by a signing and concurring in the minutes thereof, within ten



# UNOFFICIAL COPY

(10) days from the date thereof, shall constitute the presence of such person for the purpose of determining a quorum.

2.3 **CORPORATE OR MULTIPLE OWNERSHIP OF A UNIT.** The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate designating the "Voting Interest". Such certificate will be signed by all of the owners of such Unit, or the proper corporate officer, filed with the Secretary of the Association, and shall be valid until revoked by subsequent certificate. If such a certificate is not so filed the vote of such owners shall not be considered in determining a quorum or for any other purpose.

2.4 **VOTING; PROXY.** Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon, and any lawfully adjourned meetings thereof, and must be filed with the Secretary before the appointed time of the meeting. In no event shall any proxy be valid for a period longer than eleven (11) months after the date of the first meeting for which it was given. Where a Unit is owned by more than one person or a corporation or other entity the proxy must be signed by the "voting interest". Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. All proxies must be dated with date of signature.

2.5 **VOTING INTEREST.** In any meeting, each voting interest, subject to the provisions of Paragraph 2.3 hereof, shall be entitled to cast one (1) vote. Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto. In all provisions of the Declaration, Articles of Incorporation, By-Laws and other exhibits thereto where it refers to votes of the unit owners, it shall be deemed to refer to "voting interests". When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Property Act or in the Condominium Instruments shall require the specified percentage by number of units rather than by percentage of interest in the Common Elements allocated to units that would otherwise be applicable.

2.6 **MAJORITY.** Except where otherwise required by the provisions of the Condominium Documents, or where the same may otherwise be required by law, the affirmative vote of the voting interests having a majority of the votes represented at any duly called meeting at which a quorum is present shall be binding. Where a greater percentage is required then that percentage shall be required to bind.

2.7 Matters subject to the affirmative vote of not less than seventy-five percent (75%) of the votes of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to:

- (i) merger or consolidation of the Association;
- (ii) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association;

# UNOFFICIAL COPY

(iii) the purchase or sale of land or of Units on behalf of all Unit Owners; and

(iv) election to sell the property. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any unit owner who did not vote in favor of such action and who has filed written objection thereto with the director or Board of Directors within 20 days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the greater of: (1) the value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner or (2) the outstanding balance of any bona fide debt secured by the objecting unit owner's interest which was incurred by such unit owner in connection with the acquisition or refinancing of the unit owner's interest, less the amount of any unpaid assessments or charges due and owing from such unit owner.

2.8 Matters subject to the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to:

(i) election to dedicate a portion of the common elements to a public body for use as, or in connection with, a street or utility. Where such a dedication is made, noting in the law shall be construed to require that the real property taxes of every Unit must be paid prior to recordation of the dedication.

(ii) authorization for the granting of an easement for the laying of cable television cable. The grant of such easement shall be according to the terms and conditions of the local ordinance providing for cable television in Tinley Park, Illinois.

(iii) authorization of the granting of an easement to a governmental body for construction, maintenance or repair of a project for protection against water damage or erosion.

## 2.9 USE OF TECHNOLOGY

(a) Any notice required to be sent or received or signature, vote, consent or approval required to be obtained under any Condominium Instrument or any provision of the Illinois Condominium Property Act may be accomplished using acceptable technological means.

(b) The Association, Unit Owners and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any Condominium Instrument or any provision of this Illinois Condominium Property Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any Condominium Instrument or any provision of the Illinois Condominium Property Act.

# UNOFFICIAL COPY

(d) Voting on, consent to and approval of any matter under any Condominium Instrument or any provision of this Illinois Condominium Property Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form.

(e) Subject to other provisions of law, no action required or permitted by any Condominium Instrument or any provision of the Illinois Condominium Property Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors or Board of Managers.

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

(g) The above subsections do not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Illinois Condominium Property Act.

## ARTICLE 3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP; PROVISIO.

3.1 ANNUAL MEETING. The annual members' meeting shall be held at least once each calendar year at the office of the Association, Cook County, Illinois, or such other place designated by the Board, at the time designated on the notice thereof, for the purpose of electing directors and officers and transacting any other business authorized to be transacted by members.

3.2 SPECIAL MEETING. Special meetings of the Unit Owners can be called by the President, Board, or by twenty percent (20%) of Unit Owners. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the Voting Members representing at least twenty percent (20%) of the Units except that notice may be sent, to the extent the Condominium Instruments or rules adopted thereunder expressly so provide, by electronic transmission consented to by the unit owner to who the notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission.

3.3 NOTICE OF MEETING; WAIVER. Notice of all members' meetings, regular or special, shall be given by the Association, to each member, unless such notice is waived in writing. Such notice shall be written and shall state the time, place and purpose for which the meeting is called. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days' notice of the time, place, and purpose of such meeting. If hand delivered, receipt of such notice shall be signed by the member. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, first class, postage prepaid, addressed to the member at his post office address as it appears on the records of the Association. An office of the Association shall provide an affidavit, to be included in the Official Records of the Association affirming that notices of the Association's meeting were mailed or hand delivered in accordance with this provision, to each Unit Owner at the address last furnished to the Association. Notice shall also be conspicuously posted on the Condominium Association Property.

# UNOFFICIAL COPY

3.4 BUDGETARY MEETING. Each Unit Owner shall receive notice, in the same manner as provided for in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

3.5 ADJOURNED MEETINGS. If any members' meeting cannot be convened because a quorum has not attended the voting interests which are present, either in person or by proxy, may adjourn the meeting, from time to time, to a time certain until a quorum is present.

3.6 CONSENT. Whenever the vote of members at a meeting is required or permitted by these By-Laws, such meeting and vote may be dispensed with if 75% of the voting interests who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

3.7 CHAIRMAN. At meetings of membership, the President shall preside, or in the absence of the President, the Board of Directors shall select a chairman.

3.8 ORDER OF BUSINESS. The order of business at Annual Members' Meetings, and, as far as practical, at any other members' meeting, shall be:

- a. Calling of the roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of Officers;
- e. Reports of Committees;
- f. Appointment by Chairman of Inspectors of Election;
- g. Election of Directors; subject, however, to all provisions of these By-Laws, the Articles of Incorporation and the Declaration;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

3.9 MEETINGS. The Association shall have annual meetings.

# UNOFFICIAL COPY

## ARTICLE 4. BOARD OF DIRECTORS.

4.1 **MANAGEMENT OF ASSOCIATION.** The affairs of the Association shall be managed by a Board of Directors (hereinafter referred to as Board) consisting of not less than three nor more than seven persons and thereafter governed by the provisions of Paragraph 4.3 hereof.

4.2 **TERM OF OFFICE.** The election of Directors shall be held at a meeting of the members called for that purpose. Seven (7) Directors were to have been elected at the first election. At each annual meeting thereafter, at least one-third of the members of the Board shall expire annually, and a number of Directors equal to those whose terms have expired shall be elected for a term of two (2) years. At the expiration of any term of two (2) years, any Director may be re-elected.

4.3 **COMPENSATION.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.4 **ACTION TAKEN WITHOUT A MEETING.** Any action required to be taken at a meeting of the Board of Directors of the corporation, or any other action which may be taken at a meeting of the Board of Directors or a committee thereof, may be taken without a meeting if consent in writing, setting forth the action so taken, is signed by all of the Directors and all of any nondirector committee members entitled to vote with respect to the subject matter thereof, or by all of the members of such committee, as the case may be. The consent must be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more directors or committee members. All approvals evidencing the consent must be delivered to the secretary of the corporation to be filed in the corporate records. The action taken is not effective until all of the Directors or committee members, as the case may be, have approved the consent unless the consent specifies a different effective date.

4.5 **ELECTION OF DIRECTORS.** The election of Directors shall be conducted in the following manner:

a. **NOMINATION.** 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 Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the members to serve until the close of that 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. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve

# UNOFFICIAL COPY

as a member of the Board at any one time, unless the Unit Owner owns another Unit independently.

b. **ELECTION.** Election to the Board of Directors shall be by secret written ballot, unless unanimously waived by all members present. At such 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 Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Seven (7) Directors were to have been elected at the first election. At each annual meeting thereafter, at least one-third of the members of the Board shall expire annually, and a number of Directors equal to those whose terms have expired shall be elected for a term of two (2) years. At the expiration of any term of two (2) years, any Director may be re-elected. The Board may disseminate to the Unit Owners 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. Any proxy distributed for Board elections by the Board must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(1) Except as provided in subparagraph (2) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution; and to the extent the Condominium Instruments or rules adopted thereunder expressly so provide, a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the unit owner or the unit owner's proxy.

(2) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

# UNOFFICIAL COPY

(3) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subparagraph, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by any acceptable technological means as defined in Section 2 of the Act. Instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty-one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners. Every instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. A Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that Unit Owner.

(4) If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within 30 days after the Board's approval of a rule adopted pursuant to subparagraph (1), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(5) Votes cast by ballot under (3)(i) or electronic or acceptable technological means under (3)(ii) above are valid for the purpose of establishing quorum.

4.6 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such time and at such place as shall be fixed by the Directors at the meeting at which they were elected.

4.7 REGULAR MEETINGS. The Board shall meet at least four (4) times annually.

(a) Every meeting of the Board of Directors shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Directors finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement or dismissal of an employee, or independent contractor, agent or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent or other provider of goods and services, (iv) discuss violations of rules and regulations of the Association, or (v) discuss a Unit Owner's unpaid share of common expenses, or (vi) consult with the Association's legal counsel; that any vote on these matters shall take place at a meeting of the Board of Directors or portion thereof open to any Unit Owner.

# UNOFFICIAL COPY

(b) Board members may participate in and act at any meeting of the Board of Directors in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance and presence in person at the meeting.

(c) Any Unit Owner may record the proceedings at meetings of the Board or portions thereof required to be open by the Act by tape, film or other means, and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(d) Notice of every meeting of the Board shall be given to every Board member at least 48 hours prior thereto.

(e) Notice of every meeting of the Board shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board except where there is no common entranceway for seven (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. Notice of every meeting of the Board shall also be given at least 48 hours prior to the meeting, or such longer notice as the Act may separately require, to: (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to the extent the Condominium Instruments of the Association require, by mail or delivery, and that no other notice of a meeting of the Board need be given to any Unit Owner.

4.8 SPECIAL MEETINGS. Special meetings of the Board can be called by the President or twenty-five percent (25%) of the members of the Board. No special meeting of the Directors may be conducted to remove a Director unless written notice of the proposal is delivered to all Directors at least twenty (20) days prior to such meeting.

4.9 WAIVER. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance shall be deemed a waiver.

4.10 QUORUM. A quorum at a Directors' meeting shall consist of a majority of the number of Directors then in office. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board except as specifically otherwise provided for in the Articles, these By-Laws or the Declaration. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any Directors' meeting cannot be convened because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, (wherever the latter percentage of attendance may be required as set forth in the Articles, these By-Laws, or the Declaration) the Directors who are present may adjourn the meeting, from time to time, until a quorum or the required percentage of attendance if greater than a quorum, is present at any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.



# UNOFFICIAL COPY

4.11 VACANCIES. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

4.12 PRESIDING OFFICER. The presiding officer at Directors' Meetings shall be the chairman. In the absence of the presiding officer, the Directors present shall designate one of their number to preside. The Chairman of the Board shall be elected at the Board's organizational meeting and shall serve for one year.

4.13 RESIGNATION. A Director may resign by giving written notice thereof to the Chairman. A Director shall be deemed to have resigned upon his termination of membership in the Association or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

4.14 POWERS AND DUTIES. Except as provided to the contrary, all of the powers and duties of the Association may be exercised by the Board in the Board's sole discretion. Such powers shall include without limitation the generality of the foregoing, the following:

a. To make, levy and collect assessments against members and members, Units to defray the costs of the Condominium Association, and to use the proceeds of said assessments in the exercise of the powers and duties granted to the Association. To collect and make payments pursuant to agreements entered into by the Association.

b. To prepare, adopt and distribute the budget of the Association upon majority vote of the Board. It is understood, however, that the failure of the Board or Unit Owners to adopt a budget shall not impair or affect the Unit Owners' obligations to pay their share of obligations of the Association or themselves, nor shall it affect the rights to third parties who are entitled to funds therefore.

c. The maintenance, repair, replacement, operations, improvement, and management of the Condominium Association wherever the same is required to be done and accomplished by the Association for the benefit of its members;

d. The reconstruction of improvements after casualty and the further improvement of the property, real and personal;

# UNOFFICIAL COPY

e. To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners 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, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation 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, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the Condominium Instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium Unit;

f. To undertake investigations of prospective purchasers or lessees and others or Units, in accordance with the provisions of the Declaration and By-Laws; provided, however, that the actual approval or disapproval of the same be given and executed by the proper Officer of the Association. The Association shall charge, and the prospective purchaser or lessee shall pay a Fifty-Dollar (\$50.00) fee for the investigation. Said charge shall be in addition to its remuneration hereunder.

g. To own, convey, acquire, operate, lease, manage, grant licenses and easements and otherwise trade and deal with property, real and personal, including Units in the Condominium Association, as may be necessary or convenient in the operation and management of the Condominium Association and in accomplishing the purposes set forth in the Declaration. The Association shall, not charge a use fee against a Unit Owner for the use of common areas or Association property unless such use is the subject of a lease between the Association and the Unit Owner.

h. To approve agreements to provide recreation areas and facilities for the use and enjoyment of some or all of the members of the Association who elect to be bound by the same and agree to perform certain functions relating thereto.

i. To contract for the management of the Condominium Association Property and to lease such portions thereof and to ratify and confirm any existing leases of any part of the Condominium Association Property.

j. To enforce, by legal means, the provisions of the Declaration and any Exhibits attached thereto and the Rules and Regulations promulgated governing the use of the Condominium Association Property.

k. To pay all taxes and assessments of any type which are liens against any part of the Condominium Association Property, other than Units, and the appurtenances thereto and to assess the same against the members and their respective Units.

l. To seek relief from or in connection with theme assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in

# UNOFFICIAL COPY

connection therewith as common expenses, upon authorization by a two-thirds vote of the members of the Board of Directors or by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose.

m. To obtain insurance for the protection of the members and the Association against casualty and liability as required by the Declaration.

n. To contract for the provision of common area electric and refuse collection to the Condominium Association Property.

o. To provide for snow removal for all sidewalks, parking areas, driveways and roadways required to be maintained by the Association, if any.

p. To employ, and dismiss, personnel, for reasonable compensation, to perform the services required for proper administration of the purposes of the Association, including accountants, attorneys, contractors and other professionals.

q. To enter any Unit during reasonable hours as may be necessary and to effectuate the purposes of the Declaration and all Exhibits attached thereto, including these By-Laws, and to assure the compliance with all the terms thereof. To that end, the Association shall retain a pass key to all Units.

r. To maintain the Official Records of the Association.

s. Impose charges for late payments of a Unit Owner's proportionate share of the common expenses, together with interest thereon, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association. Any charges for late payments and interest collected shall be the sole property of the Association.

t. Record the dedication of a portion of the Common Areas to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners.

u. To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with 20 percent (20%) of the

# UNOFFICIAL COPY

votes of the association delivered to the Board within 21 days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified.

v. To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units.

w. By a majority vote of the entire Board, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association.

x. To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act.

y. To record the granting of an easement for the laying of cable television or high speed internet cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television or bulk high speed internet service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit.

z. To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body.

aa. To reasonably accommodate the needs of a Unit Owner who is a person with a disability 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 Elements or approval of modifications in an individual Unit.

bb. To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration pursuant to the Act, and to distribute the notice to the Unit Owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.

cc. In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Owners.

# UNOFFICIAL COPY

dd. The Board may ratify and confirm actions of the members of the Board taken in response to an emergency, as defined in Section 18(a)(8) of the Act. The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event. The intent of the above provisions of Public Act 99-472 is to empower and support Boards to act in emergencies.

ee. To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by the Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of Members or Unit Owners which the Association is required to provide upon request pursuant to any provisions of the Act or a Condominium Instrument.

ff. The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within 30 days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

4.15 **MANAGEMENT AGREEMENT.** The Board of Directors may enter into an agreement for the operation, maintenance and repair of the Condominium Association Property. Provided, however, that said delegation in no way relieves the Association's officers and directors of the fiduciary obligations owed by them to the Unit Owners.

4.16 **WAIVER OF MEETING.** The Directors may take any action which they might take at a meeting of Directors, without a meeting, provided, a record of such action is signed by each Director. Such record will be retained in the Association's Minute Book and shall constitute action of the Board.

4.17 **COMMITTEES.** The Board may delegate portions of its responsibilities to committees established for that purpose. All such committees shall be created and shall operate pursuant to Illinois Statute.

4.18 **ESTABLISHMENT OF FEES IN CONNECTION WITH TRANSFERS SUBJECT TO APPROVAL OF THE BOARD.** The Board shall establish a fee to be charged by the Association, or its designee, to reimburse the Association, or its designee, for the expenses in connection with actions permitted to be taken pursuant to the provisions of Article XVI of the Declaration. Such fee if not paid shall be an expense attributable to the Unit.

# UNOFFICIAL COPY

4.19 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Article VI of the Declaration setting forth the manner of collection of Common Expenses and other charges are incorporated herein by reference.

## ARTICLE 5. OFFICERS.

5.1 GENERALLY. The officers of the Association shall be a President, one or more Vice Presidents, a Treasurer, a Secretary and, if desired, one or more Assistant Secretaries, all of whom shall be elected by the Board of Directors. They may be removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices, except that the President shall not be the Secretary or an Assistant Secretary. The Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

No officer shall be elected for a term of more than one (1) year, but officers may succeed themselves.

5.2 PRESIDENT. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, as prescribed by the Board. The President shall be elected from the membership of the Board.

5.3 VICE PRESIDENT. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board or President.

5.4 TREASURER. The Treasurer shall have custody of all of the funds, securities and evidences of indebtedness of the Association. He shall keep the assessment rolls and accounts of the members and the books of the Association in accordance with good accounting practice and shall perform all other duties incident to the Office of the Treasurer as prescribed by the Board or President.

The duties of the Treasurer, including the retention of any and all books of the Association, may be fulfilled by the Management firm as provided in a Management Agreement executed by the Association.

ARTICLE 6. FISCAL MANAGEMENT; ASSESSMENTS; LIENS. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

6.1 MANNER AND NOTIFICATION. The Board of Directors shall fix and determine the sums necessary to pay all the Common Expenses of the Condominium Association, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Articles and these By-Laws. All payments required by the aforementioned instruments, except as specified to the contrary therein, are Common Expenses of this

# UNOFFICIAL COPY

Condominium Association. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. The Association has no authority to forebear the payment of assessments by any Unit Owner.

6.2 **PROPOSED BUDGET.** A copy of the proposed annual budget shall be mailed to Unit Owners not less than twenty-five (25) days prior to the meeting at which the budget will be considered together with a notice of the meeting. The proposed budget of common expenses shall to the extent possible in a reasonable business context, be detailed and show the amount budgeted by accounts and expense classifications. The proposed budget shall include an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

6.3 **DEPOSITORY; WITHDRAWALS.** The depository of the Association shall be designated, from time to time, by the Board into which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board. Should the Association employ a Management Firm or Managing Agent, and should in the course of such employment said Management Firm or Managing Agent be charged with any responsibilities concerning control of any of the funds of the Association, then, and in such event, any Agreement with such Management Firm or Managing Agent pertaining to the deposit and withdrawal of monies shall supersede the provisions hereof during the term of any such agreement. The provisions of the preceding sentence shall, where applicable, apply to the provisions of Paragraphs 6.3 and 6.4 hereof.

6.4 **RECORDS.** The Association shall maintain records and make the same available for review subject, however, to the provisions of the Act and the Declaration. A reasonable fee may be charged by the Association or its Board of Directors for the cost of copying.

6.5 **ACCOUNTING.** That the Board of Directors shall annually supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of what portion were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

6.6 **FIDUCIARY INSURANCE COVERAGE: PROVISION.** The Association shall obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

6.7 **FISCAL YEAR.** The fiscal year of the Association shall begin on the first day of January of each year; provided, however, that the Board is expressly authorized to adopt a

# UNOFFICIAL COPY

different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board deems advisable.

6.8 PAYMENTS OF ASSESSMENTS. Except as specified to the contrary, funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentage provided in the Declaration. Said assessments shall be payable monthly, in advance, without notice, and shall be due on the first day of each month. Special assessments shall be levied in accordance with the Declaration, Article VI, Section 4(c). To the extent allowable by law, failure to pay any assessment within ten (10) days from the date due, shall entitle the Association to levy a \$25.00 late charge against the defaulting Unit Owner. Unit Owner agrees that such late charge is not in the nature of a penalty as damages on account of late payments are impossible to ascertain, and that said late charge shall not be collectible in the same manner as a lien.

6.9 ACCELERATION OF PAYMENT OF INSTALLMENTS OF ASSESSMENTS. If a Unit Owner shall default in the payment of any assessment, the Board may accelerate the monthly assessments for, in its discretion, up to three (3) months. Upon notice thereof to the Unit Owner, the accelerated assessment shall immediately become due upon the date stated in the notice, which shall not be less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner.

6.10 ACQUISITION OF UNITS. At any foreclosure sale of a Unit the Board may acquire, in the name of the Association or its designee, the Unit being foreclosed. The term "foreclosure" as used in this Section, shall mean and include any foreclosure of any lien, including a lien for assessments. The power to acquire a Unit at any foreclosure sale shall never be interpreted as a requirement or obligation on the part of the Association to do so - the provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board.

6.11 DEFAULT IN PAYMENT OF ANY ASSESSMENT; LIEN. In the event of a default by a Unit Owner in the payment of an assessment, the Association shall have all rights and remedies provided by law, and the Declaration and Exhibits, and the liability of the Unit Owner shall include liability for reasonable attorneys' fees (at all levels of proceedings) and for court costs incurred by the Association incident to the collection of such assessment or enforcement of its lien. If the Association elects to enforce its lien by foreclosure, the Unit Owner may be required to pay a reasonable rental for the Unit pendente lite be fixed by the Board, and the Association shall be entitled to the appointment of a receiver to collect same. Noting herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property, and maintain an action for possession of the Unit in the manner provided by law.

6.12 Upon ten (10) days' notice to the Director or Board of Directors and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charged due and owing from such owner.



# UNOFFICIAL COPY

## ARTICLE 7. COMPLIANCE.

7.1 VIOLATION BY MEMBER; REMEDIES. In the event of a violation (other than the non-payment of an assessment) by an Owner of any of the provisions of the Declaration, the Articles or these By-Laws, or the Rules and Regulations adopted pursuant to any of same, as the same may be amended or added to from time to time, and in addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against an Owner or its lessees, in the manner provided herein, and such fines shall be collectible as any other assessment, so that the Association shall have a lien against each Unit for the purpose of enforcing and collecting such fines, as provided in the Declaration.

(a) The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, governing the use of the Common Areas and facilities, and the personal conduct of the members and their guests and lessees are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and to the Owner of the Unit which that person occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request therefor made within fifteen (15) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each recurrence of the alleged violation of each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed Fifty (\$50.00) Dollars for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or Owner may respond to the notice, within fifteen (15) days, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgment and promise, and performance in accordance therewith, shall terminate further enforcement activity of the Association with regard to the violation.

(b) If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

(c) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgment and promise is timely made, the Board of Directors shall determine whether there is sufficient evidence of the alleged violation. If the Board so determines, it may levy a fine for each violation in an amount not to exceed Fifty (\$50.00) Dollars.

(d) A fine pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Unit, and shall be collectible in the same manner as any other assessment, including by the Association's lien rights as provided in the Declaration. Any fines which are not paid when due, as determined by the Board, shall become delinquent. If the fine is not paid within thirty (30) days after the due date, a late fee of Fifteen (\$15.00) Dollars, beginning from the due date, may

# UNOFFICIAL COPY

be levied by the Board of Directors for each month the fine remains unpaid. The person obligated to pay the fine shall also be charged interest at the highest rate permitted by law and costs and reasonable attorney's fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such fine. Nothing herein shall be construed to interfere with any right that an Owner may have to obtain from a violator occupying his Unit payment in the amount of any fine or fines assessed against that Unit.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the Declaration, Articles of Incorporation, these By-Laws and Rules and Regulations, including, but not limited to legal action for damages or injunctive relief.

**ARTICLE 8. LIMITATION OF LIABILITY.** Notwithstanding the duty of the Association to maintain and repair the Condominium Association Property, neither of them shall be liable for injury or damage caused by a latent condition in the property or for injury or damage caused by the elements or by other persons.

**ARTICLE 9. PARLIAMENTARY RULES.** Roberts Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, By-Laws, or with the Statutes of the State of Illinois.

**ARTICLE 10. AMENDMENTS TO BY-LAWS.** Amendments to these By-Laws, as hereinafter defined and provided for, shall be proposed and adopted in the following manner:

10.1. **PROPOSAL.** Amendments to these By-Laws may be proposed by the Board acting upon vote of the majority of the Directors or by voting interests in the Association having a majority of the voting interests in the Association, whether meeting as members or by an instrument in writing signed by them.

10.2. **CALL FOR MEETING.** Upon any amendment or amendments to these By-Laws being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or Chairman of the Board, who shall thereupon call a Special Joint Meeting of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt of the proposed amendment or amendments. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required as herein set forth. Notice shall also be posted at a conspicuous location on the Condominium Association Property.

10.3. **VOTE NECESSARY; RECORDING.** In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of 66% of the entire membership of the Board and by an affirmative vote of the voting interests having 75% of the votes in the Association. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President or a Vice President and Secretary or Assistant Secretary of the Association, and a copy thereof shall be recorded in the Office of the Recorder

# UNOFFICIAL COPY

of Deeds in Cook County, Illinois, within ten (10) days from the date on which any amendment has been affirmatively approved by the Board and Association.

## ARTICLE 11. BY-LAWS PERTAINING TO USE.

11.1 DEFINITION. "Use" as used herein shall refer to matters pertaining to the use of Units and Common Areas.

11.2 SCOPE: REMEDY FOR VIOLATION. These By-Laws are reasonable calculated to promote the welfare of the Unit Owners. The violation of such By-Laws shall subject any person violating the same to any liability imposed by the Homeowners' Association Documents.

11.3 INITIAL USE BY-LAWS. The By-Laws relating to use hereinafter enumerated shall be deemed in effect until amended and shall apply to, and be binding upon, all Units, their Owners and all Lessees. The Unit Owners shall at all times, obey the same and use their best efforts to see that the By-Laws and Rules and Regulations are faithfully observed by their families, guests, invitees, servants, and persons over whom they exercise control and supervision. Said By-Laws are as follows:

a. The Declarant intended to develop The Pines for occupancy by persons 55 years of age or older. In developing this community, the Declarant intended to construct residential and recreational amenities specifically designed to meet the physical and social needs of older persons. Upon completion of The Pines, a minimum of eighty (80%) percent of the units shall be occupied by at least one person fifty-five (55) years of age or older per unit. In order to meet the requirements of the Fair Housing Amendments Act of 1988, no person under eighteen (18) years of age shall be permitted to reside in any Unit except that such persons under the age of 18 years may be permitted to visit and reside for reasonable periods not to exceed two (2) consecutive weeks on any one occasion and thirty (30) days in any calendar year.

b. All garbage cans, trash containers, bicycles, and other personal property shall be kept, stored and placed in an area not visible from outside the dwelling. Each Owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities.

c. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or any other article, be shaken or hung from any of the windows, door or balconies, or exposed to or on any part of the Common Areas or porches within any Unit.

d. No temporary or permanent utility or storage shed, building tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Control Committee.

e. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, bird or reptiles, shall be kept, raised or maintained on any Lot; PROVIDED, HOWEVER, that dogs, cats and other household pets not to exceed twenty-five (25) pounds in weight may be kept in

# UNOFFICIAL COPY

reasonable numbers in the dwelling if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Lot and the Owner shall be responsible to clean up after its dog.

f. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any Lot.

g. No swimming pool, jacuzzi or similar structure or appurtenant equipment shall be constructed, erected or maintained on any Lot, such that it is visible from any street without prior approval of the Architectural Control Committee.

h. No vehicles of any nature shall be parked on any portion of the Properties or a Lot except on the surfaced, parking area thereof. No vehicle which cannot operate under its own power for a period of twenty-four (24) hours shall be kept on the Properties except if located within the garage. All boats, trailers, recreational vehicles, motorcycles or the like, shall be kept in the garage when not in use. No vehicle repairs or maintenance shall be allowed within the Properties, except on the driveways, in the garages or unless the Association designates a specific area for such purpose.

i. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the Common Area or any Lot. The right is reserved to any institutional first mortgagee or owner or holder of a mortgage originally given to an institutional mortgagee which may become the Owner of a Lot and to the Association as to any Lot which it may own, to place "For Sale" or "For Rent" signs in connection with any unsold Lot it may from time to time own.

j. No trade or business shall be conducted, nor any commercial use made of any Lot or of the Properties.

k. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist.

l. No nuisance shall be allowed upon any Lot or any use or practice that is a source of annoyance to other owners or interferes with the peaceful possession and proper use of the Lots by the Owners thereof.

m. No immoral, improper, offensive or unlawful use shall be made of any Lot and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

n. No television or radio masts, towers, poles, antennas, aerials, earth satellite dishes, solar heating panels or appurtenances may be erected, constructed, or maintained without first obtaining the prior consent of the Architectural Control Committee, except if in compliance with existing Federal Communications Commission Guidelines.

# UNOFFICIAL COPY

- o. No window unit or external air conditioner shall be allowed except those installed by Developer.
- p. Each Lot is restricted to residential use.
- q. No person shall use the Lot or any parts, thereof, in any manner contrary to the Declaration, the Articles or these By-Laws.
- r. Except as otherwise specifically provided for in the rules and regulations governing the Recreational Properties, no docks nor motorized vessels shall be permitted in the lakes contained within the Project.
- s. Resubdivision of Unit. Except as otherwise expressly set forth herein, no further resubdivision shall be permitted, and no alienation, transfer, demise, sale or lease of a portion of a Unit shall be permitted. Any such alienation, transfer, demise, sale or lease must be of an entire Unit.
- t. No depositing of water or other foreign substances into any lakes or water bodies shall be allowed.

**ARTICLE 12. INDEMNIFICATION.** Every officer and every director of the Association shall be indemnified by the Association in accordance with and to the full extent permitted by the General Not For Profit Corporation Act of Illinois as in effect at the time of adoption of these By-Laws or as the By-Laws are amended from time to time.

The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

## **ARTICLE 13. UNIT OWNERS' RESPONSIBILITY CONCERNING LIENS AND TAXES.**

**13.1 LIENS AND TAXES.** All liens against a Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within ten (10) days or the date the lien attaches. All taxes and special assessments upon a Townhome Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in Condominium Association Documents, whichever is sooner.

**13.2 NOTICE TO ASSOCIATION.** A Unit Owner shall give notice to the Association of every lien upon his unit, other than for permitted mortgages, within five (5) days after the attaching of the lien.

**ARTICLE 14. CATV FIRM.** The Association covenanted to do all things necessary to effectuate the purposes of any CATV Agreement, including, but not limited to, the giving of permission to employees of said CATV Firm to enter the Condominium Association Property, the granting of all necessary easements for installation and maintenance of those items and equipment necessary for compliance with said agreements, the giving of assistance necessary in

# UNOFFICIAL COPY

the collection of fees and assessments, and obtaining ratification of those agreements by subsequent Unit Owners.

ARTICLE 15. CONFLICT. In the event of any conflict between the By-Laws contained herein, or from time to time amended or adopted, and the Declaration of Restrictions, Declaration shall prevail.

Property of Cook County Clerk's Office

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 E. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387

COOK COUNTY CLERK OFFICE  
RECORDING DIVISION  
118 E. CLARK ST. ROOM 120  
CHICAGO, IL 60602-1387