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Record and return to:
Tinley 27 Condo Assn Inc.
P.O. Box 392, Tinley Park IL 60477
(773) 742-5056

Doc# 2320957029 Fee \$133.00
RHSP FEE:\$18.00 RPRF FEE: \$1.00
KAREN A. YARBROUGH
COOK COUNTY CLERK
DATE: 07/28/2023 12:16 PM PG: 1 OF 17

Accommodation recording only;

Prepared by: document not reviewed and
Diana Faust no insurance provided
Tinley 27 Condo Assn Inc.
PO Box 392, Tinley Park IL 60477

This Documents affects the property located at
17227 71st Court, Tinley Park IL 60477

FIRST AMERICAN TITLE
FILE # 3164330 - Accom

PIN numbers 28-30-304-018-0000, and
28-30-304-018-1001, 28-30-304-018-1002, 28-30-304-018-1003, 28-30-304-018-1004,
28-30-304-018-1005, 28-30-304-018-1006, 28-30-304-018-1007, 28-30-304-018-1008,
28-30-304-018-1009, 28-30-304-018-1010, 28-30-304-018-1011, 28-30-304-018-1012

Legally described as follows:

Lot 3 in Town and Country Subdivision, being a Subdivision of Part of the Southwest 1 / 4 of Section 30,
Township 36 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

WHEREAS, an Illinois Not-for-Profit corporation was organized as a condominium association under the
name "17227 Condominium Association." This corporation is designated as the condominium association
for the property located at 17227 71st Court, Tinley Park, Illinois, in documents recorded with the Cook
County Recorder of Deeds on October 22, 2004 as document number 0429619007. This corporation was
involuntarily dissolved by the Illinois Secretary of State on March 9, 2007.

WHEREAS, an Illinois corporation named "Tinley Condo Association, Inc." was organized as an S-
corporation on February 16, 2016 and has acted as the condominium association for the property
described above from that date to February 28, 2023. It has ceased operations and is currently not in
good standing with the Illinois Secretary of State.

WHEREAS, an Illinois Not-for-Profit corporation named "Tinley 27 Condo Assn. Inc." was formed on
January 6, 2023 as the sole condominium association for the property described above. Tinley Condo
Association Inc. has turned over its remaining assets to Tinley 27 Condo Assn Inc.

THEREFORE, Tinley 27 Condo Assn. Inc. has amended and restated its Bylaws at a meeting of Owners,
duly noticed and held on May 17, 2023.

RESTATEMENT OF BYLAWS OF CONDOMINIUM OWNERSHIP

ARTICLE I NAME OF CORPORATION

1.01 The name of this corporation is Tinley 27 Condo Assn Inc. It has been incorporated with the
Illinois Secretary of State as an Illinois Not-for-Profit Corporation.

RECORDING FEE 133.00
DATE 7-28-23 COPIES 6x
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ARTICLE II PURPOSES AND POWERS

- 2.01 **PURPOSES.** The purposes of this Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. All terms used herein shall have the meanings set forth in the Declaration of Condominium Ownership for the Condominiums located at 17227 71st Court, Tinley Park, Illinois, recorded in the Office of the Cook County Recorder as document number 0429619007 on October 22, 2004 (the "Declaration").
- 2.02 **POWERS.** The Association shall have and exercise all powers as are now or may hereafter be granted by the general Not-for-Profit Corporation Act of the State of Illinois, the Act, the Declaration, and these By-laws.
- 2.03 **PERSONAL APPLICATION.** All present and future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The mere acquisition or rental of a Dwelling Unit or their mere act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

ARTICLE III OFFICES

- 3.01 **REGISTERED OFFICE.** The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.
- 3.02 **PRINCIPAL OFFICE.** The Association's principal office shall be maintained on the Property or at the office of a managing agent engaged by the Association, or at such other place as the Board may from time to time designate.

ARTICLE IV MEETINGS OF MEMBERS/OWNERS

- 4.01 **VOTING RIGHTS.** The Association shall have one class of membership. There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Dwelling Unit is one individual, then such individual shall be the Voting Member. Except as otherwise specifically provided in the Declaration, these By-Laws or the Act, each Voting Member shall have one vote per Dwelling Unit owned.

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- 4.02 **MULTIPLE OWNERS OF A DWELLING UNIT.** If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or by a majority of Owners in writing to the Board. In the case of multiple individual Owners, if no designation is given and only one of the multiple Owners is present at a meeting of the Owners no designation is given and only one of the multiple Owners is present at a meeting of the Owners, then he or she is entitled to cast all the votes allocated to that Dwelling Unit. If in the case of multiple individual Owners no designation is given and more than one of the multiple Owners are present at a meeting, the votes allocated to that Dwelling Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners, provided that the board shall consider a majority agreement if any one of the multiple owners casts the votes allotted to the Dwelling Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Dwelling Unit.
- 4.03 **VOTING.** Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed and dated in writing by the Voting Member or his or her duly authorized attorney-in-fact and filed with the secretary before the meeting. No Proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy. Meetings are not required to be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, from time to time published, unless a Voting Member requests in writing at least 5 days in advance of a meeting of the Members that the meeting be conducted in accordance with Roberts Rules of Order. 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 whom the notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission.
- 4.04 **PLACE OF OWNERS MEETING; QUORUM.** Meetings of the Owners shall be held on the Condominium Property or at such other place that is convenient to the Owners as may be designated in any notice of a meeting. Members may participate by any Acceptable Technological Means that allows all participants to see and hear each other. Voting Members holding 40% of the votes, represented in person or by proxy, shall constitute a quorum. The vote of the majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater portion is required by the Act, the Declaration, or these By-Laws. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association. The affirmative vote of 75% of the votes entitled to be cast shall be required for the purchase or sale of land of Dwelling Units on behalf of all Owners.

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- 4.05 ANNUAL MEETINGS. There shall be an annual meeting of the Owners within 30 days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board.
- 4.06 SPECIAL MEETINGS. Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by Voting Members representing at least 20% of the votes.
- 4.07 NOTICE OF MEMBERSHIP MEETINGS. Written notice of any membership meeting shall be mailed or personally delivered giving Owners not less than 10 nor more than 30 days' notice of the time, place, and purpose of the meeting. Notice of such meeting may also be sent by electronic transmission to unit owners who have consented to electronic transmission, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission.
- 4.08 INSTALLMENT SALES. In the event of a resale of a condominium unit the purchaser of a unit from a seller other than the developer pursuant to an installment sales contract for purchase shall during such times as he or she resides in the unit be counted toward a quorum for purposes of election of members of the board of managers at any meeting of the unit owners called for purposes of electing members of the board, shall have the right to vote for the election of members of the board of managers and to be elected to and serve on the board of managers unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the board. Satisfactory evidence of the installment sales contract shall be made available to the association or its agents. For purposes of this subsection, "installment sales contract" shall have the same meaning as set forth in Section 5 of the Installment Sales Contract Act and Section 1 (e) of the Dwelling Unit Installment Contract Act.
- 4.09 MATTERS SUBJECT TO AFFIRMATIVE VOTE. Matters subject to the affirmative vote of not less than 2/3 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; and (iii) the purchase or sale of land or of units on behalf of all unit owners.

ARTICLE V BOARD OF DIRECTORS/MANAGERS

- 5.01 IN GENERAL. The affairs of the Association and the direction and administration of the Condominium Property shall be vested in the board, which (after the Turnover Date) shall consist of not less than three (3) nor more than five (5) persons (called "Directors" or "Managers") or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members. The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois, as amended from time to time.

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- 5.02 **ELECTION.** At the initial meeting of the Owners, the Voting Members shall elect a full Board of Directors, also known as a Board of Managers. All Directors shall be elected at large. The terms of at least one-third of the Directors shall expire each year. Each Director shall hold office until his or her term expires or until his or her successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, the Voting Member for each Dwelling Unit shall be entitled to the number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such Voting Member is entitled (cumulative voting shall not be permitted). The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. If there are multiple Owners of a Unit, only one of the Owners shall be eligible to serve as a member of the Board at any one time. The Board of managers may disseminate to unit owners biographical and background information about candidates for election to the board if (i) 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 (ii) the board does not express a preference in favor of any candidate.
- 5.03 **ANNUAL MEETINGS OF THE BOARD.** The Board shall hold an annual meeting within 10 days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners.
- 5.04 **REGULAR MEETINGS OF THE BOARD.** Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors. The Board shall hold not less than four meetings during each fiscal year, one of which may be the Annual Meeting.
- 5.05 **SPECIAL MEETINGS OF THE BOARD.** Special meetings of the Board may be called by the President or by at least 25% of the Directors then serving.
- 5.06 **NOTICE TO BOARD MEMBERS OF BOARD MEETINGS.** Notice of every meeting of the board of managers shall be given to every board member at least 48 hours prior thereto, unless the board member waives notice of the meeting pursuant to subsection (a) of Article 5.09, below. Notice of any meeting of the Board may be waived via a written waiver of notice signed by the person or persons entitled to such notice before the meeting is called.
- 5.07 **OPEN MEETINGS.** Every meeting of the board of managers shall be open to any unit owner, except as provided below.
- (a) 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 particular association has been filed and is pending in a court or administrative tribunal, or when the board of managers finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement, or dismissal of an employee, 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, (v) discuss a unit owner's unpaid share of common expenses, or (vi) consult with the association's legal counsel. Any vote on these matters shall take place at a meeting of

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the board of managers or portion thereof open to any unit owner.

- (b) Board members may participate in and act at any meeting of the board of managers 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. Participation constitutes attendance and presence in person at the meeting.
- (c) Any unit owner may record the proceedings at meetings of the board of managers or portions thereof required to be open by this Act by tape, film or other means. The board may prescribe reasonable rules and regulations to govern the right to make such recordings.
- (d) Notice of every meeting of the board of managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the board of managers except where there is no common entranceway for 7 or more units, the board of managers may designate one or more locations in the proximity of these units where the notices of meetings shall be posted; that notice of every meeting of the board of managers shall also be given at least 48 hours prior to the meeting, or such longer notice as this 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 that the condominium instruments or an association require, to each other unit owner, as required by subsection (f) of Section 18.8, by mail or delivery, and that no other notice of a meeting of the board of managers need be given to any unit owner;
- (e) The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting. Any Owner may record the proceedings at the meeting required to be open by tape, film or other means and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.
- (f) Any proxy distributed for board elections by the board of managers gives unit owners the opportunity to designate any person as the proxy holder, and gives the unit owner the opportunity to express a preference for any of the known candidates for the board or to write in a name.

5.8 QUORUM FOR BOARD MEETINGS. A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present. A unit owner who is in arrears on the unit owner's regular or separate assessments for 60 days or more, shall not be counted for purposes of determining if a quorum is present, but that unit owner retains the right to vote on amendments to the association's bylaws.

5.9 REIMBURSEMENT OF EXPENSES AND COMPENSATION OF DIRECTORS. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the

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course of the performance of his or her duties as a Director. No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. The Board of Directors 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 25% or more interest, unless notice of intent to enter the contract is given to unit owners within 20 days after a decision is made to enter into the contract and the unit owners are afforded an opportunity by filing a petition, signed by 20% 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 30 days after filing the petition. For purposes of this subsection, a board member's immediate family means the board member's spouse, parents, and children.

5.10 **REMOVAL OR RESIGNATION OF DIRECTOR.** Any Director may be removed from office, with or without cause, by the affirmative vote of 75% of the Voting Members at any annual meeting, regular meeting, or a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his or her written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he or she shall be deemed to have resigned as a Director as of the date of such cessation. In the event of a vacancy on the board, the remaining members of the board shall fill the vacancy by two-thirds vote until the next annual meeting of unit owners or for a period terminating no later than 30 days following the filing of a petition signed by unit owners holding 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 purposes of filling a vacancy on the board no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the association requesting such a meeting.

5.11 **POWERS AND DUTIES OF THE BOARD.** The board of managers shall exercise for the association all powers, duties and authority vested in the association by law or the condominium instruments except for such powers, duties and authority reserved by law to the members of the association. The powers and duties of the board of managers shall include, but shall not be limited to, the following:

(a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the common elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in a condominium instrument 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 term "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

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or is an emergency as defined in item (iv) of subparagraph (8) of paragraph (a) of Section 18, if the improvement results in a proposed expenditure exceeding 5% of the annual budget, the board of managers, upon written petition by unit owners with 20% of the 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 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.

(b) To prepare, adopt and distribute the annual budget for the property.

(c) To levy and expend assessments.

(d) To collect assessments from unit owners.

(e) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common elements.

(f) To obtain adequate and appropriate kinds of insurance.

(g) To own, convey, encumber, lease, and otherwise deal with units conveyed to or purchased by it.

(h) 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 this Act, except that no quorum is required at the meeting of the unit owners unless the declaration, bylaws or other condominium instrument expressly provides to the contrary. 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 this 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.

(i) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.

(j) To have access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to other units.

(k) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other

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lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium.

(l) To impose charges for late payment of a unit owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the declaration, by-laws, and rules and regulations of the association.

(m) By a majority vote of the entire board of managers, 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.

(n) 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.

(o) 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; 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 basis; 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 basis.

(p) To seek relief on behalf of all unit owners when authorized pursuant to subsection (c) of Section 10 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.

(q) 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.

(r) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Unit Owners' Association with respect to improvements performed pursuant to any contract entered into by the Board of Managers or any contract entered into prior to the recording of the condominium declaration pursuant to the Act, for a property containing more than 8 units, and to distribute the notice to the unit owners within 7 days of the acceptance of the service by the Board of Managers. The service shall be effective as if each individual unit owner had been served individually with notice.

(s) To adopt and amend rules and regulations that: (l) authorizing electronic delivery of notices and other communications required or contemplated by this Act to each unit owner who provides the association with written authorization

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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 an association is required to provide upon request pursuant to any provision of this Act or any condominium instrument.

(t) To charge a reasonable fee, not to exceed the amount set forth in Section 22.1 of the Condominium Property Act, for the direct out of pocket costs of providing to a prospective purchaser of a unit the disclosures set forth in such section. To collect from a unit owner any and all costs, expenses and reasonable attorneys fee and such other damages from a unit as may be incurred by the association as a result of the failure or refusal of a unit owner to provide the association with the identity and mailing address at which the lender of a mortgage or trust deed that has been given by the owner of a unit to secure a debt, as provided in such Section.

(u) To prohibit or limit the smoking of cannabis, as the term "smoking" as defined in the Cannabis Regulation and Tax Act, within a unit owner's unit. The condominium instruments and rules and regulations shall not otherwise restrict the consumption of cannabis by any other method within a unit owner's unit, or the limited common elements, but may restrict any form of consumption on the common elements.

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

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association. "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 VI OFFICERS

- 6.01 **OFFICERS:** The Officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected by board members at the Annual Meeting of the Board and shall hold office at the discretion of the Board. Officers shall serve a term of not more than two years and may succeed themselves in office. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.
- 6.02 **VACANCY OF OFFICE:** Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy for the unexpired term in any office may be filled by the Board at any meeting thereof.
- 6.03 **POWERS OF OFFICERS:** The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:
- (a) The President may be the Chief Executive Officer of the Association shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for the Act, the Declaration and these By-Laws;
 - (b) The Vice President shall, in the absence or the disability of the Present, perform the duties and exercise the powers of such office, other duties assigned by the Board. If neither of the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of President on an interim basis;
 - (c) The Secretary shall keep minutes of all meetings of the Owners and the Board and shall have custody of the Association Seal (if any) and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to

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or by the Association under the Act, the Declaration or these By-Laws; and

- (d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board

6.04 OFFICER'S COMPENSATION. The officers shall receive no compensation for their services unless expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII

COMMITTEES DESIGNATED BY THE BOARD

- 7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operation to relieve the Board, or any individual Director, of any responsibility imposed upon it or him or her by law.
- 7.02 SPECIAL COMMITTEES: Other committees not having and exercising the authority of the board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgement the best interests of the Association shall be served by such removal.
- 7.03 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.
- 7.04 CHAIRMAN: One member of each committee shall be appointed chairman.
- 7.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

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- 7.06 **QUORUM:** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- 7.07 **RULES:** Each committee may adopt rules for its own government no inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII

INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

- 8.01 **EXECUTION OF INSTRUMENTS:** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to the Secretary or an Assistant Secretary of the Association.
- 8.02 **PAYMENTS.** All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or Assistant Treasurer and countersigned by the President or a Vice President of the Association.
- 8.03 **BANK ACCOUNTS:** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.
- 8.04 **SPECIAL RECEIPTS:** The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX

FISCAL MANAGEMENT

- 9.01 **FISCAL YEAR:** The fiscal year of the Association shall be determined by the Board and may be changed from time to time, as the board deems advisable.
- 9.02 **ANNUAL STATEMENT.** Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for the previous fiscal year actually incurred or paid, together with: (i) an indication of which portions were for reserves, capital expenditures or repairs, or payment of real estate taxes, and (ii) a tabulation of the amounts collected pursuant to the Annual

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Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

- 9.03 **BUDGET AND ASSESSMENT PROCEDURE:** The Board shall prepare an itemized budget, showing which portions are intended for reserves, capital expenditures or repairs, and the payment of real estate taxes. Annual assessments and special assessments shall be made and collected as provided in Article Six of the Declaration, and the provisions of Article Six are incorporated herein by reference.
- (a) The Board shall provide each Owner a copy of the Budget at least 25 days prior to the adoption thereof by the Board and notice of the meeting of the Board concerning the adoption of the proposed Budget.
 - (b) Each Owner shall receive notice, in the same manner as is provided in this Act for membership meetings, of any meeting of the board of managers concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment,
 - (c) Except as provided in subsection (e) below, if an adopted budget or any separate assessment adopted by the board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the board of managers, upon written petition by unit owners with 20 percent 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 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.
 - (d) Any material common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all unit owners,
 - (e) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the board of managers without being subject to unit owner approval or the provisions of item (c) above or item (f) 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,
 - (f) 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.
 - (g) The board of managers may adopt separate assessments payable over more than one fiscal year.

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- (h) With respect to multi-year assessments not governed by items (f) and (g), 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) Neither the Association nor the Board shall have authority to forebear the payment of assessments by any Owner

ARTICLE X BOOKS AND RECORDS

- 10.1 The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and a record giving the names and addresses of the members. The Association shall keep the books and records at the registered or principal office of the Association or such other place as the Board approves. All books and records of the Association may be inspected by any Owner, or his or her agent, mortgagee or attorney, for any proper purpose at any reasonable time.

ARTICLE XI RESPONSIBILITIES OF UNIT OWNERS

- 11.01 **INCORPORATION OF TERMS INTO LEASE.** The provisions of the Illinois Condominium Property Act, the declaration, bylaws, other condominium instruments, and rules and regulations that relate to the use of the individual unit or the common elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed on or after August 30, 1984 (the effective date of Public Act 83-1271).
- 11.02 **COPY OF LEASE TO BOARD.** With regard to any lease entered into subsequent to July 1, 1990 (the effective date of Public Act 86-991), the unit owner leasing the unit shall deliver a copy of the signed lease to the board or if the lease is oral a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, an association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by this Section or by the declaration, bylaws, and rules and regulations. The board of managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws.

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- 11.03 **NON-TRANSFERRABLE DUTIES.** A unit owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a unit owner under this Act, the condominium instruments, or the rules and regulations of the Association. Any such attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

ARTICLE XII USE OF TECHNOLOGY

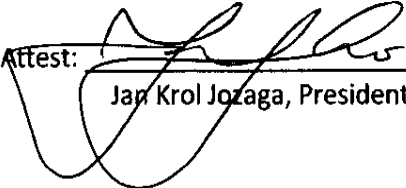
- 12.01 **USE OF TECHNOLOGY.** Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of this Act may be accomplished using acceptable technological means.
- (a) This Section shall govern the use of technology in implementing the provisions of any condominium instrument or any provision of this Act concerning notices, signatures, votes, consents, or approvals.
 - (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 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 this Act.
 - (d) Voting on, consent to, and approval of any matter under any condominium instrument or any provision of this 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 nonelectronic form.
 - (e) Subject to other provisions of law, no action required or permitted by any condominium instrument or any provision of this 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) This Article does 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 this Act.

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ARTICLE XIII AMENDMENTS

- 13.01 **AMENDMENT BY DEVELOPER.** These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Section 9.02 of the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act. These By-Laws may also be amended by the Developer for the purposes and by the procedure set forth in Section 9.01 of the Declaration. No amendment to these By-Laws shall become effective until recorded
- 13.02 **AMENDMENT BY BOARD.** These Bylaws may be amended by the Board of Directors upon a vote of a two-thirds majority of the Board, subject to the provisions of the Illinois Condominium Property Act.
- 13.03 **RECORDING OF AMENDMENT.** No amendment to these By-Laws shall become effective until recorded with the Office of the Cook County Recorder. An amendment of the declaration or bylaws shall be deemed effective upon recordation unless the amendment sets forth a different effective date.
- 13.04 **AUTOMATIC APPLICATION OF STATUTE.** These Bylaws acknowledge that (i) the provisions of the Illinois Condominium Property Act are applicable to all condominium instruments recorded under the Act, (ii) any portion of a condominium instrument which contains provisions contrary to these provisions shall be void as against public policy and ineffective, and (iii) any such instrument which fails to contain the provisions required by this Section shall be deemed to incorporate such provisions by operation of law.

These Bylaws have been approved at a duly noticed meeting of Owners on the 17 day of May 2023. A copy of these Bylaws shall be recorded with the Office of the Cook County Recorder.

Attest: 
Jan Krol Jozaga, President


Diana Faust, Secretary