

DECLARATION OF COMMUNITY RESTRICTIONS  
FOR  
THE PINES SINGLE FAMILY CLUSTER ASSOCIATION OF TINLEY PARK

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THIS DECLARATION, made by R.P.S.V., Inc., an Illinois corporation qualified to transact business in Illinois, hereinafter referred to as "Declarant"; and Heritage Trust Company as trustee under Trust Number 90-3882, dated January 18, 1990, hereinafter referred to as "Trustee".

W I T N E S S E T H:

WHEREAS, Trustee is the owner of certain property in Cook County, Illinois, more particularly described in EXHIBIT A affixed hereto and made a part hereof, and is desirous of subjecting such real property to the covenants, conditions and restrictions hereinafter set forth, each and all of which are for the benefit of such property and each present and future owner and shall apply to and bind every present and future owner of said property and their heirs, successors and assigns; and

WHEREAS, this Declaration of Restrictions is NOT creating a condominium under the terms and provisions of the Condominium Property Act, Ill. Rev. Stat., Ch. 30 - Para. 301, et. seq.

NOW, THEREFORE, Declarant and Trustee hereby declare, subject to prior easements, restrictions, reservations and limitations of record, that the real property described in EXHIBIT A is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth:

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DEFINITIONS, COOK COUNTY RECORDER

Section 1. "Articles and By-Laws". It is intended that Articles of Incorporation for the Association be filed with the Secretary of State, State of Illinois substantially in the form attached hereto as EXHIBIT B, and By-Laws for the Association be adopted substantially in the form attached hereto as EXHIBIT C.

Section 2. "The Pines of Tinley Park" shall mean the Properties which are initially proposed to contain a maximum of fifteen town homes and eleven (11) single family cluster homes and the Common Area as hereinabove defined.

Section 3. "Assessment" or "Common Expense" means a share of the funds required for the payment of common area expenses or other expenses required under this agreement which is assessed against the Unit Owners from time to time. "Special Assesment" means any assessment levied against Unit Owners other than the assessment required

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*[Handwritten Signature]*

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by a budget adopted annually. 9 | 3 | 5 5 4 4

Section 4. "Association" shall mean and refer to THE PINES SINGLE FAMILY CLUSTER ASSOCIATION OF TINLEY PARK, INC., its successors and assigns.

Section 5. "Board" or "Board of Directors" means the Board of Directors of the Association responsible for the administration of the Association.

Section 6. "CATV Agreements" means the agreement under which certain basic Cable Television is provided to certain Unit Owners.

Section 7. "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.

Section 8. "Common Area" shall mean all real property (and interests therein and improvements thereon) and personal property owned or leased by or dedicated to the Association for the common use and enjoyment of the Owners. Initially, the Common Area shall consist of all portions of the Properties which are not: Town Homes, Single Family Cluster Homes or dedicated to a governmental entity or the public, all property dedicated or owned by the Umbrella Association specifically including neighborhood streets, if any, and all culdesacs located adjacent to said Units. Notwithstanding anything contained herein to the contrary, upon receipt of approval of the Board of Directors and Architectural Control Committee, Owner shall be entitled to have installed a deck which shall be deemed to be for the exclusive use of the Unit Owner whose Unit fronts the same.

Section 9. "Community Services and Facilities" means those areas and the improvements thereon which the Developer, or a Residential Association either conveys to the Umbrella Association or designates the responsibility for the maintenance or operation thereof to the Umbrella Association and which the Umbrella Association accepts and those services for which each Unit Owner shall contract for the providing thereof with the Umbrella Association. It is 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 include for the purpose of illustration, but not be limited to, the providing of an internal walkway system, maintenance of certain roads, drainage and lake systems, lighting systems, swales, and entrance ways, within The Pines of Tinley Park.

Section 10. "Declarant" or "Developer" means R.P.S.V., 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.

Section 11. "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 Docu-

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ment No. \_\_\_\_\_ in the Office of the Recorder of Deeds for Cook County, Illinois.

Section 12. "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. \_\_\_\_\_ in the Office of the Recorder of Deeds for Cook County, Illinois.

Section 13. "Declaration of Restrictive Covenants Re: Townhomes" shall refer to the "Declaration of Restrictive Covenants Re: Townhomes The Pines of Tinley Park, Cook County, Illinois" recorded as Document No. \_\_\_\_\_ in the Office of the Recorder of Deeds for Cook County, Illinois.

Section 14. "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.

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Section 17. "Management Agreement" means that certain Agreement providing for the management of the Umbrella Association Property. (Exhibit F).

Section 18. "Management Agreements" and "Management Firms" means a collective reference to the Agreements or Firms referred to in Sections 17 and 19 respectively.

Section 19. "Management Firm" means The Pines of Tinley Park Property Management, Inc., a Illinois corporation qualified to transact business in Illinois, its successors and assigns, being the entity to which the responsibility for the management of the Homeowners' Association Property has been contracted by the Association or the umbrella association.

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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 of Subdivision of The Pines of Tinley Park Phase I" shall mean and refer to that certain Plat of Survey recorded or to be recorded in the Office of the Recorder of Deeds of

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Section 25. "Project" shall mean the The Pines of Tinley Park project as a whole.

Section 26. "Residential Associations" shall mean any of the individual residential associations formed as part of the Planned Unit Development known as "The Pines of Tinley Park".

Section 27. "Properties" shall mean and refer to that certain real property described in EXHIBIT A affixed hereto and made a part hereof, sometimes referred to as The Pines of Tinley Park, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 28. "Unit" or "Town Home Unit" shall mean any one of the several Town House Units or single family cluster units to be created within the real property described in Exhibit "A". The legal description for each Town Home Unit will be as specifically provided in the deed of conveyance from the Declarant to the purchaser.

Section 29. "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Town Home Unit or Single Family Cluster Home Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 30. "Umbrella Association" shall refer to THE PINES MASTER ASSOCIATION OF TINLEY PARK, the master association to which all of the individual residential associations will assign their rights and duties under these various declarations.

## ARTICLE II

### ANNEXATION, WITHDRAWAL, AND DISSOLUTION

Section 1. Annexation of Declarant. For a period of fifteen (15) years from the date of recordation of this Declaration, the Declarant shall be entitled to add additional residential property and/or Common Area to the Properties. Except for applicable governmental approvals, no consent from any other party, including Class A members, or any mortgagees of any Unit shall be required. Such annexed lands shall be brought within the scheme of this Declaration by the recording of a short form Notice of Declaration that shall be executed by Declarant and recorded in the Office of the Recorder of Deeds of Cook County, Illinois. The short form Notice of Declaration shall refer to this Declaration and shall, unless specifically otherwise provided, incorporate by reference all the terms, protective covenants and conditions of this Declaration, thereby subjecting said annexed lands to such terms, covenants, conditions and restrictions as fully as though said annexed lands were described herein as a portion of the Properties. Such Notice of Declaration may contain such additions or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land and as are not incon-



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sistent with the scheme of this Declaration<sup>5</sup> in no event, however, shall such a Notice of Declaration revoke, modify or add to the covenants established by this Declaration as to the Properties.

A. The Developer explicitly reserves an option to add additional property to the properties submitted to this Declaration.

B. The legal description of the land which may be added to the Project (hereinafter referred to as Development Parcel ) is legally described on Exhibit D to this Declaration.

C. The parcel of real property which is legally described in Exhibit A attached hereto and which is submitted by this Declaration to the Community Restrictions established by this Declaration, is hereinafter referred to as the Property.

D. The Development Parcel includes the Property and other parcels of land.

E. The Developer hereby reserves the right but shall be under no obligation to add on and annex to the Property all or any portion of the Development Parcel from time to time within a period of fifteen (15) years after the date of recording this Declaration, by recording an Amendment to the Declaration (each such instrument being hereinafter referred to as "Amendment") which shall set forth the legal description of the additional parcel or parcels within the Development Parcel to be annexed to the Property and which shall state the intention of the Developer thereby to submit said additional parcel or parcels to the provisions of the Declaration of Community Restrictions. Upon the recording of such Amendment the additional parcel or parcels therein described shall be deemed to be governed in all respects by the provisions of this Declaration and shall thereupon become part of the Property. All rights inuring to the Developer under this Declaration and Bylaws shall also inure to its respective successors and assigns.

F. Those portions of the Development Parcel which are not made part of the Property by this Declaration shall not be subject to any of the provisions of this Declaration and shall not be affected in any manner by the plan established by this Declaration unless and until an Amendment is recorded annexing such portions to the Property as aforesaid. No rights of any character whatever of any Unit Owner shall attach to any portions of the Development Parcel unless and until an Amendment is recorded annexing such portions to the Property as aforesaid. Upon the expiration of said period of fifteen (15) years after the date of recording of this Declaration, no further portions of the Development Parcel which have not theretofore been made a part of or annexed to the Property, shall thereafter be annexed to the Property.

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G. Each Amendment shall include an amended Exhibit A which shall amend Exhibit A hereto by setting forth the amended legal description of the Property including the additional parcel or parcels annexed thereto, as well as the separate legal description of such addition. The amended Exhibit A shall also contain amended plats of survey showing the boundaries of such addition and of the entire Property as amended, and delineating and designating in the manner herein prescribed the additional units to be constructed on such addition. All of such additions and improvements thereto, excepting the additional Units thereon (as defined herein), shall be deemed to be additional Common Elements hereunder.

H. The Units as amended by such Amendment shall be deemed to consist of:

(1) the Units as existing immediately prior to the recording of such Amendment (hereinafter referred to as the "Existing Units") and

(2) the Units added by such Amendment (hereinafter referred to as the "Added Units").

I. The value of each of the Added Units, which value shall be determined by the Developer or its agents, whose determination shall be unconditionally conclusive for all purposes, sales price of any unit notwithstanding, shall be added to the aggregate value of the Existing Units as previously unconditionally conclusively determined by the Developer or its agents and the total thereof shall be deemed to be the new value of the Property. As a whole, the value of all units, both existing and added, shall be determined as of the date of recording of each such Amendment.

J. Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by such successive Amendments and the Amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as well as all Existing Units, and to all of the Common Elements, including the Added Common Elements as well as all Existing Common Elements.

K. The recording of an Amendment shall not alter or affect the amounts of any liens for common expenses due from any Existing Unit Owner prior to such recording, nor the respective amounts theretofore assessed to or due from Existing Unit Owners for common expenses or other assessments.

L. Each and all of the Unit Owners of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns by their acceptance of any deed or mortgage or other interest in or

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with respect to any of suchy Units, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration, with respect to the recording of Amendments as aforesaid which may amend and shift their respective percentages of undivided ownership interest in the Common Elements, including the Existing common Elements and Added Common Elements, from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Amendments which any hereafter be recorded in accordance with the foregoing provisions of this Declaration.

M. The acceptance of each deed or other instrument with respect to any Unit shall, in addition to the foregoing, be deemed to constitute a consent and agreement to and acceptance and confirmation of each of the following provisions as though fully set forth in each deed or other instrument:

(1) that the Developer reserves the right to amend this Declaration in the manner set forth in this Article and each owner agrees to execute and deliver such documents as may be necessary or desirable to cause the provisions of this Article to comply with the Act as it may be amended from time to time;

(2) that the foregoing provisions of this Declaration and deeds and mortgages of the Units and common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the Common elements can be accomplished.

N. The Developer's right to annex any additional land shall terminate fifteen (15) years after the recording of this Declaration. If the option to annex additional land is exercised, then thereafter, any contracts for construction and delivery of such additional land and improvements thereon, shall contain date for the completion of construction and delivery of such improvements and additional land.

O. The Development Parcel is legally described on Exhibit D attached hereto. Any part or parts of the Development Parcel may be annexed within the aforementioned fifteen (15) year period at such different times and in such order as the Developer determines. Each parcel added to the Property via an Amendment will consist of a portion of the Development Parcel.

P. The buildings which will contain the additional units, and the additional units themselves, shall be constructed in such a manner so as to be compatible with the use, density, configuration and architectural style of the Property and the existing buildings.



No provision of this Declaration shall be construed to be binding upon or obligate the Developer to exercise the option to make additions to the Property, and the additional land forming a part of the Development Parcel on Exhibit D shall not be bound thereby.

Section 2. Annexation by Members. Fifteen (15) years from the date of recordation of this Declaration, and thereafter, additional lands may be annexed with the consent of two-thirds (2/3) of the vote of the membership in the Association, and the procurement of applicable governmental approvals

Section 3. Withdrawal. For a period of fifteen (15) years from the date of recordation of this Declaration, the Declarant shall be entitled to withdraw any portion of the Properties which are described in Exhibit A affixed hereto (or any additions thereto which may be annexed in accordance with the provisions of Section 1 of the ARTICLE (J) from the provisions and applicability of this Declaration and the Articles and By-Laws attached hereto, by recording a notice thereof in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that this right of Declarant to withdraw shall not apply to any portions of the Properties which have been conveyed to a Purchaser thereof unless said Purchaser agrees to such withdrawal. The withdrawal of any portion of the Properties as hereinabove stated shall not require the consent or joinder of any other party, including any Owner, the Association, or any Mortgagee of the Properties, provided applicable governmental approvals are obtained.

Section 4. Dissolution. In the event of the dissolution of the Association, other than incident to a merger or consolidation, any Member may petition the Circuit Court of COOK COUNTY, ILLINOIS, for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Properties, in the piece and instead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and the Properties.

## ARTICLE III

### PROPERTY RIGHTS

Section 1. 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 of assessments due the Association.

(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, and without prior written consent of Declarant, for so long as the Declarant owns a Unit.

(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 reasonable 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 without permission of the association.

Section 2. 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

##### EASEMENTS

Section 1. Access Tract Easement. Every Owner is hereby granted an easement for ingress and egress, over and across those portions of the Properties shown as the common areas on the Plat of Subdivision of The Pines of Tinley Park Phase I. Said easement shall be limited to the purpose of ingress and egress and shall not grant to any Owner the right to park upon such easements. The common area easements shall be maintained by the Association at its sole cost and expense.

#### ARTICLE V

##### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Single Family Cluster Unit shall be a member of the Association. Membership shall be appurtenant to

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and may not be separated from ownership of any unit.

Section 2. The Association shall have two classes of voting membership:

Class A.: Class A members shall be all owners, with the exception of the Declarant, 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. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B.: The Class B members shall be the Declarant and shall be entitled to six hundred (600) votes. The Class B membership shall cease on the happening of one of the following events, whichever occurs earlier:

- (a) Four (4) months after 75% of the Units in The Project have been conveyed to Unit purchasers; or,
- (b) Seven (7) years following conveyance of the first Unit to a Unit purchaser; or,
- (c) Such earlier date as Declarant may determine.

Section 3. Each Owner is also subject to the declaration of restrictive covenants of the umbrella associations, 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.

#### ARTICLE VI

#### COVENANT FOR ASSESSMENTS

Section 1. Payment of Assessments. The Declarant hereby covenants, creates and establishes, and 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 2 of this ARTICLE VI:

(a) Any assessment or charges for the purpose of operating the 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. Such assessments shall be in equal amounts against the Owners of each Unit.

(b) Any special assessments for capital improvements,

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emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the Owners of each Unit.

(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. Such assessments shall be in equal amounts against the Owners of each Unit.

(f) Assessments required under the terms and provisions of the Management Agreement, Umbrella Association Declaration and any applicable residential association declaration.

Section 2. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Unit owned within the Properties hereby covenants, and 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 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. Commencement of First Assessment. Assessments provided herein shall first commence as to each Unit on the day of the conveyance of title of each Unit by Declarant (unless otherwise specifically set forth by Declarant in such conveyance to the contrary). The assessments in effect at that time shall be adjusted according to the number of months remaining in the calendar year after such date. Units owned by Declarant are not subject to Assessment.

Section 4. 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

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shall be established after the adoption of an annual operating budget, and written notice of the amount and date of commencement thereof shall be given to each Owner not less than thirty (30) days in advance of the date thereof. 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 and building exterior elements.

(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) 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.

(d) 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.

(e) Declarant shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by the Declarant from each Unit Purchaser at the time of conveyance of each Unit to such Purchaser in an amount equal to two months of the assessment for each Unit. Each Unit's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Unit and shall be for the use and benefit of the Association. The purpose of this fund is to assure that the Association's Board of Directors will have cash available at all times to meet expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

Section 5. 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 non-use of the Common Area or abandonment of this Unit.

Section 6. 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 OBLIGATION OF ASSOCIATION

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Section 1. Common Area. The Umbrella Association shall at all times maintain, repair and replace at its expense all Common Areas, including all improvements placed thereon, in good condition and repair.

Section 2. Single Family Cluster Units. The Association shall at all times maintain the finished exterior surfaces of all dwellings and other exterior improvements on each single family cluster unit as originally constructed by Declarant, including the roof, driveways, walks and exterior surfaces of the wall, but specifically excluding all doors, windows and screening. This maintenance obligation pertains only to the exterior surfaces. If damage or destruction of driveways is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement and shall repair or replace the same within ten (10) days from the date of the damage. If any Owner shall neglect or refuse to perform the maintenance as required in this Article or to pay his share, or all of the cost as the case may be, any other affected Owner or the Association may have such driveways repaired or replaced and shall be entitled to file in the Public Records a lien on the Unit of the negligent Owner, for the amount of the repair or replacement cost plus attorneys' fees and costs, which lien may be foreclosed in the same manner as a lien of a mortgage. The Association is responsible for the maintenance and repair of the roof. Each Owner shall be responsible for the repair, maintenance and /or replacement, at his sole cost and expense of all patios or decks affixed to the Single Family Cluster Units, and all portions of the dwelling and other improvements constructed in the Single Family Cluster Unit which are not to be maintained by the Association as hereinabove provided. If the Owner fails to complete its obligations hereunder, the Association, at the Owner's sole cost and expense, shall have the right to complete the Owner's obligation hereunder.

Section 3. Right of Entry by Association. Whenever it is necessary to enter a Unit for the purpose of inspection, including inspection to ascertain an Owner's compliance with the provisions of this Declaration, or for performance of any maintenance, alteration or repair to any portion of the dwelling, the Owner thereof shall permit an authorized agent of the Association to enter such dwellings, provided that such entry shall be made only at reasonable times. In the case of emergency such as, but not limited to, fire, tornado or blizzard, entry may be made at any time. Each Owner does hereby appoint the Association as its agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft cause or occurring on account of any entry.

Section 4. Others. The Umbrella Association shall also maintain the vegetation and landscaping, if any, upon areas which are not within the Properties but abut same and are owned by a utility or governmental or quasi-governmental entity, so as to enhance the appearance of the Properties, such as swale areas or median areas within the right of way of abutting public streets, roads and areas within drainage canal rights of ways or other abutting waterways. The asso-

ciation reserves the right to plant, regrade or otherwise modify the swale areas as it may determine in its sole discretion and without the consent of any Owner.

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 on 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.

ARTICLE VIII

MAINTENANCE OBLIGATION OF UNIT OWNERS

Section 1. Owner's Responsibility. Each Owner shall be responsible for the repair, maintenance and/or replacement, at his expense of all patios or decks affixed to said unit, if any and all portions of his Unit which are not to be maintained by the Association as hereinabove provided. Accordingly, each Owner shall maintain at his expense the interior of the dwelling, including but not limited to, all doors, windows, glass, screens, electric panels, electric wiring, fireplaces, flues, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections and all air conditioning equipment. Further, each Owner shall maintain at his expense all structural, electrical, mechanical and plumbing elements thereof. Owner is strictly prohibited from performing any maintenance duties of the Association without prior consent from the Board of Directors and Architectural Control Committee, including the painting, cleaning, repair or replacement of the exterior surfaces of the walls (except for windows and screens), roof and is prohibited from planting any additional landscaping. If the Owner fails to complete its obligations hereunder the Association, at the Owner's sole cost and expense, shall have the right to complete the Owner's obligations hereunder. The Declarant herein creates an easement within each Unit in favor of Association and its authorized agent, for the purposes of performing any acts necessary to ensure compliance with the provisions hereof.

Section 2. Owner Liability. Should any Owner do any of the following:

- (a) Fail to perform the responsibilities as set forth in Section 1 of this ARTICLE VIII; or
- (b) Cause any damage to any improvement which the Association has the responsibility to maintain, repair and/or replace; or,
- (c) Undertake unauthorized improvements or modifications to his dwelling or to any other portion of his Unit or to the Common

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The Association, after approval of seventy-five percent (75%) vote of the Board of Directors and ten days prior written notice, shall have the right, through its agents and employees, to enter upon said Unit and cause the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs to the Association, and attorneys' fees and court costs at all levels of proceedings, shall be added to and become a part of the assessment to which the Unit is subject.

#### ARTICLE IX

##### 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 hereby adopts the

##### SUMMARY OF PROCEDURE AND DESIGN REQUIREMENTS FOR THE PINES OF TINLEY PARK

which is available at the Declarant's offices. 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 Architectural Control Committee shall, until their successors are appointed, consist of the following:

Ronald Paul  
Scot Vandenberg  
Carl J. Vandenberg

until such time as the Declarant has sold its last Unit in the Properties, in the event of the resignation, failure, refusal or inability of any member to act, Declarant shall have the right to appoint a person to fill such vacancy, and in the event Declarant fails to fill such vacancy within thirty (30) days of such occurrence, and upon the expiration of Declarant's sale of its last Unit in the Properties, 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

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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 plans, specifications, or plot plans, submitted to it for approval, the same shall be deemed to have been approved.

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. Declarant Exempt. The Declarant, Units owned by Declarant and improvements made by Declarant shall be exempt from the application of this ARTICLE IX and Declarant therefore is not obligated to comply with the provisions hereof.

Section 8. 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 X

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## RIGHTS OF DECLARANT

Section 1. Sales Office. For so long as the Declarant owns any property affected by this Declaration, the Declarant shall have the right to transact any business necessary to consummate sales of any said property or other properties owned by Declarant, including but not limited to, the right to maintain model dwellings, sales offices have signs on any portion of the Properties, employees in the offices, use the Common Area and show dwellings. Sales Office signs and all items pertaining to sales shall remain the property of the Declarant.

Section 2. Easements. For a period of ten (10) years, commencing upon the recordation of this Declaration, Declarant reserves the right to grant, in its sole discretion, easements for ingress and egress, for drainage, utilities service, cable T.V. and other similar purposes over, upon and across the Properties so long as any said easements do not run under any dwellings on the Units nor interfere with the Declarant's intended use of any portion of the Properties.

Section 3. Right to Alter. Declarant reserves the right to alter the boundaries of all Units so long as Declarant owns the Units so altered. Said alteration shall be accomplished by Declarant recording a written amendment to this Declaration in the Office of the Recorder of Deeds of Cook County, Illinois.

## ARTICLE XI

### ASSIGNMENT OF POWERS

All or any part of the rights and powers and reservations of the Declarant herein contained may be deeded, conveyed, or assigned to other persons or entities by an instrument in writing duly executed, acknowledged and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

## ARTICLE XII

### USE RESTRICTIONS

Section 1. The Declarant intends to develop The Pines of Tinley Park for occupancy by persons 55 years of age or older. In developing this community, the Declarant intends 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.

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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 twelve (12) pounds in weight may be kept 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 Unit and the Owner shall be responsible to clean up after its pet. Only one (1) such pet shall be allowed in a unit.

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 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.

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 the Declarant to place "For Sale" or "For Rent" signs in connection with any unsold Unit it may, from time to time, own. The same 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.

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 valide laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 14. No television or radio marts, towers, poles, antennas, aeriars, earth satellite dishes, solar heating panels, or appurtenances may be erected, constructed, or maintained.

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

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. The Owners, the Architectural Control Committee, the Association, its agents or assigns, shall not interfere with the Declarant's preparation, sale or use of any Units.

Section 21. 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 22. No depositing of water or other foreign substances into any lakes or water bodies shall be allowed.

Section 23. The lakes are passive open space. Neither swimming nor the operation of gasoline or fuel oil motor vessels is permitted



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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 24. The above restrictions set forth in this ARTICLE XII shall not apply to Declarant or its agents, employees, designated successors or assigns during the period of construction and sales of the Properties.

## ARTICLE XIII

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## ARTICLE XIV

### MANAGEMENT AGREEMENT

Section 1. Management Contract. The Board of Directors shall assign all its rights to provide for and contract with a firm, person or corporation for the operation of the Homeowners' Association and the management, maintenance and repair of the Homeowners' Association Property to the Umbrella Association. All of the residential associations in the PROJECT will assign their rights and duties to the Umbrella Association in order to provide for economies of scale and a homogenous operation of the PROJECT. This assignment does not remove any responsibility on the part of this association to take all acts necessary to meet its duties under this declaration.

Section 2. Existing Agreement. Pursuant to its authority, the Association hereby assigns all of its rights, duties and obligations to the Umbrella Association. The Association acknowledges that the Umbrella Association has entered into a management agreement to provide for efficient operation of the obligations of the associations.

Section 3. Binding Effect. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement to the same extent and effect as if he (i) had executed said Management Agreement for the purposes therein expressed, including, but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Umbrella Association.

(b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners and the Association as provided therefor in said Management Agreement.

(c) Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof, including the Management Firm's fees, are fair and reasonable.

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(d) Agreeing that the persons acting as directors and officers of the Association entering into such management Agreement have not breached any of their duties or obligations to the Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and Officers of the Association may be Stockholders, Officers and Board Members of the Declarant and Management Firm, and that such circumstances shall not and cannot be construed as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate the Management Agreement in whole or in part.

(e) The ratification of the Management Agreement, attached hereto as Exhibit F, shall be, if requested by Declarant or Management Firm, accomplished in writing on a form for that purpose at the closing of the purchase of the Unit from Declarant, and thereafter shall be accomplished at subsequent conveyances of the Unit on the instruments of conveyance referring therein to a copy of said Agreement as recorded in the Office of the Recorder of Deeds.

## ARTICLE XV

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## ARTICLE XVI

### 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 Homeowners' Association Property, the transfer, leasing, and mortgaging of Units by other than the Declarant 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.

(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.

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(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:

(a) 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 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

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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 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, the form of which is attached thereto as Exhibit A, 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, the form of which is attached thereto as Exhibit A, 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 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)

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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 then, 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 XVI, 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.

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, Declarant, or to a vendor to secure a portion or all of the purchase price, provided, however, that in any of such events, the Association shall have the prior right of approval over the form thereof. 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 a Unit 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 XVI, Section 2 (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 Homeowners' Association Documents originally provided to said transferor. Notwithstanding this Paragraph 6, the transferee shall be bound by the terms of the Homeowners' 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.

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

Section 9. Inapplicability to Declarant or Management Firms. None of the provisions of this Article XVI shall apply to any Unit owned, initially or reacquired, by Declarant, Management Firms, or any corporation that is a parent, affiliate or subsidiary of Declarant, or Management Firms and said firms may sell or lease any such Units as they deem fit.

Section 10. Inter-Family Transfers. None of the provisions of this Article XVI 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 11. Illinois Land Trust. None of the provisions of this Article XVI 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 XVI shall apply to the sale or transfer of a beneficial interest in an Illinois Land Trust.

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. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended at any time, and from time to time by one of the following methods:

(a) Until such time that Class B Membership in the Association terminates, by a vote of a majority of the Board of Directors at a duly called meeting of the Board of Directors, and evidenced by a certification thereof by the Secretary of the Association and recorded in the Office of the Recorder of Deeds; or

(b) By a majority vote of Owners at a duly called meeting of the members at which a quorum is present as evidenced by a certification thereof by the Secretary of the Association and recorded in the Office of the Recorder of Deeds; or

(c) By the execution and recordation in the Office of the Recorder of Deeds of an instrument executed by Owners who are entitled to vote a majority of all of the votes of the Association.

Provisos:

(i) Notwithstanding any of the above, for such time that Declarant owns one or more Units, Declarant's written consent must first be obtained. The Declarant shall have the right at any time within five (5) years from the date hereof to amend this Declaration to correct scrivener's errors or to clarify any ambiguities determined to exist herein. No amendment shall alter the subordination provisions of this Declaration without the prior approval of any mortgage enjoying such protection.

(ii) No amendment to the Homeowners' Association Documents which shall affect, impair or prejudice the rights, duties,

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and priorities of the Management Firms or CATV Firm shall be made without the written consent of the firms so affected.

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.

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.

Section 7. C.A.T.V. Easement. The Howowners' Association Property is and shall be, for so long as Cable Television 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. 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. Approval of Association Lawsuits by Owners.

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of eighty-five percent (85%) of all Owners, both Class A and Class B, (at a duly called meeting of the Owners at which a quorum is present) prior to engaging an attorney or other expert to represent them and prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to this Declaration, the Articles or By-Laws of the Association and/or the The Pines of Tinley Park Documents;
- (c) the enforcement of the use and occupancy restrictions

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contained in this Declaration, the Articles or By-Laws of the Association and/or the The Pines of Tinley Park Documents, including but not limited to those against tenants; or

(d) in any emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to The Pines of Tinley Park or any portion thereof.

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 Homeowners' 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 Homeowners' 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 XVIII

### INFORMATION TO LENDERS AND OWNERS

Section 1. The Association shall make available to Owners and to holders, insurers, 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 Homeowners' Association and the books, records and financial statements of the Association. "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,



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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 a 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.

Section 4. As determined by Declarant, there may be incorporated as part of this Declaration, and, where applicable, the Articles and By-laws of the Association, any and all provisions which now or hereafter may be required under the regulations or guidelines of FNMA, FHLMC, GNMA, VA and FHA so as to make any first mortgage encumbering a Unit eligible for purchase by FNMA, FHLMC or GNMA, and eligible under VA or FHA, and such provisions shall supersede any conflicting matters contained in this Declaration, the Articles or By-laws, except to the extent compliance with any regulation or guideline is waived by FNMA, FHLMC, GNMA, VA or FHS. Should FNMA, FHLMC, GNMA, VA or FHA require an amendment to this Declaration, the Articles or By-laws, then such amendment may be made and recorded by the Declarant or Association without regard to any other provisions herein contained regarding amendments and without any requirement of securing the consent of any Unit Owner.

## ARTICLE XIX

### INSURANCE

Section 1. Dwellings and Improvements on the Properties. Units as originally constructed by Declarant, and all personal property owned by the Association shall be insured in an amount equal to the insurable replacement value thereof (exclusive of excavations and foundations) as determined annually by the Association in consultation with the insurance company providing the coverage, or by an independent appraisal service (the expense for which will be borne by the Association as a common expense). Said coverage shall afford protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, together with all other perils customarily covered with respect to residential units similar to this, including the standard "all risk" endorsement, where such is available.

Section 2. Insurable Improvements within all Units. All Unit Owners, except the Declarant, shall purchase and maintain a policy of



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fire and standard extended coverage insurance on all insurable improvements situated within all Units, including all fixtures and partitions, in an amount not less than the insurable replacement value thereof, excluding land, foundation, excavation and other items normally excluded from coverage. Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to building and improvements similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

Section 3. Flood Insurance. If the Properties are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon a policy of flood insurance on Common Areas and any buildings or other common property covered by the required form of policy (herein "Insurable Property"), in an amount deemed appropriate, but not less than the following:

The lesser of (i) the maximum coverage available under NFIP for all buildings and other Insurable Property within any portion of the Common Area located within a designated flood hazard area; or (ii) one hundred percent (100%) of current "replacement cost" of all such buildings and other Insurable Property.

Section 4. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage covering all the Common Area, providing limits of not less than \$1,000,000.00 Combined Single Limit (Bodily Injury Liability and Property Damage Liability, combined) each occurrence, \$1,000,000.00 Personal Injury Liability each person or organization, \$2,000,000.00 General Aggregate. The coverage shall include, but not be limited to, water damage, legal liability and liability of the Association for its employees while off premises. Business Auto Coverage covering hired Automobile and Non-owned Automobile Liability shall be written, either separately or as part of the Commercial General Liability Policy, providing limits of liability not less than \$1,000,000.00 Combined Single Limit each accident. All liability policies shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least ten (10) days' prior written notice to the Association.

Section 5. Fidelity Bonds. The Association shall maintain a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of or administered by the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a management agent, such bonds are

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required for its officers, employees and agents, handling or responsible for funds of or administered on behalf of the Association. The amount of the fidelity bond shall be based upon best business judgment of the Association and shall not be less than the estimated maximum amount of funds, including reserve funds, in custody of the Association or the management agent, as the case may be, at anyt given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than an amount equal to three months aggregate amount of such bonds be less than an amount equal to three months aggregage assessments on all Town Homes, plus reserve funds. The fidelity bonds required herein must meet the following requirements:

- (a) Fidelity bonds shall name the Association as an obligee.
- (b) The bonds shall contain waivers by the insurers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee", or similar terms or expression.
- (c) The premiums on all bonds required herein for the Association (except for premiums on fidelity bonds maintained by a management agent, or its officers, employees and agents), shall be paid by the Owner's Association as a common expense.
- (d) The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to the Association.

Section 6. Purchase of Insurance. All insurance purchased by the Association pursuant to the ARTICLE XIX shall be purchased by the Association for the benefit of the Association, the Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to Owners and any or all of the holders of institutional first mortgages. The policies shall provide that the insurer waives its rights of subrogation as to any claims against Owners and the Association, their respective servants, agents and guests. Each Owner and the Association hereby agree to waive any claim against each other and against other Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of responsibilities for the purchasing of insurance to a management agent, and said management agent is acquiring similar insurance for other Associations and entities at The Pines of Tinley Park, the management agent is hereby authorized to purchase one (1) insurance policy on behalf of these various entities so long as the insurance policy names the Board of Managers as a "Named Insured" for

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the benefit of the Unit Owners. 9 | 3 | 5 5 4 4

Section 7. Cost and Payment of Premiums. Except for the insurance on the dwellings under Section 7 hereof, the cost of obtaining all insurance hereunder shall be a portion of the Unit Owner's assessments.

Section 8. Owners' Responsibility. Each Owner may obtain insurance, at his own expense, affording coverage upon his own personal property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right of contribution.

Section 9. All insurance policies purchased by the Association in accordance with the above Sections of this ARTICLE XIX shall provide that the proceeds shall be paid to the Board of Managers. The Board of Managers shall receive said proceeds, as paid, and hold the same for the benefit of the Association and the Owners as follows:

(a) Proceeds on account of damages to the dwellings and Units shall be held for the benefit of the Owners of the damaged dwellings in proportion to the cost of restoring the same suffered by each damaged dwelling.

(b) Proceeds on account of damage to Common Area shall be held by the Association.

Section 10. Association as Agent. The Association is irrevocably appointed agent for each Owner, for each owner of a Mortgage upon a Unit and for each Owner of any other interest in a Town Home or the Common Area to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 11. Determination to Reconstruct. If any part of the Properties shall be damaged by casualty the damaged Common Areas and/or Town Home Units shall be reconstructed.

Section 12. Responsibility. If the damage is only to those parts of a Town Home Unit for which the responsibility of maintenance and repair is that of the Owner, then the Owner shall be responsible for reconstruction after casualty. If the damage or destruction of any portion of the Properties is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of repair or replacement and shall repair or replace the same within ten (10) days from date of damage. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

Section 13. Nature of Reconstruction. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the

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then current governmental restrictions and codes. Unless appropriate governmental approval is received, the dimensions of the replacement dwelling shall not exceed the dimensions of the previous dwelling.

Section 14. Estimates. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, of those required by any Institutional Mortgagee involved.

Section 15. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction, or if, any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made, as to damage to Common Areas, against all Owners in sufficient amounts to provide funds for the payment of such costs; such assessments for damage to dwellings shall be against the Owners of the dwellings, in proportion to the cost of reconstruction of their respective dwellings subject to the provisions in the Declaration regarding common roofs and party walls.

## Section 16. Disposition of Proceeds.

(a) The proceeds of insurance and any special assessments, if any, collected on account of a casualty shall constitute a construction fund which shall be disbursed from time to time, as the work progresses. The holder of the construction fund shall make payments upon the written request for a disbursement accompanied by an appropriate certificate signed by the party responsible for the repair and by the architect, engineer or contractor in charge of the work, setting forth:

(1) That the sum then requested either has been paid or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanics' or materialmen's liens.

(3) That the cost, as estimated, or work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the construction funds after the payment of the sum so requested.

(b) If there is a balance in a construction fund after the payment of all costs of reconstruction as pertains to Common Areas it shall be distributed to or kept by the Association.



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Trustee IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 25 day of JUNE, 1991.

Declarant; R.P.S.V., Inc., an Illinois Corporation, by Scot Vandenberg, President

DECLARANT; Trustee HERITAGE TRUST COMPANY AS TRUSTEE UNDER TRUST #90-3882

Attest: Ronald Paul, Secretary

BY: Linda Lee Lutz, Land Trust Officer

I Cathy Gerdes a Notary public in the County of Cook, State of Illinois do hereby certify that Scot Vandenberg, President, and Ronald Paul, Secretary, of R.P.S.V., Inc. appeared before me and acknowledged that as such officers they signed and delivered this instrument under authority of the Board of Directors of said corporation.

ATTEST: James P. Furlow, Asst. Secretary

Cathy Gerdes, June 25, 1991, Cathy Gerdes



(CORPORATE SEAL)

STATE OF ILLINOIS )
COUNTY OF COOK )

SS.

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

NOTARY PUBLIC

My commission expires:

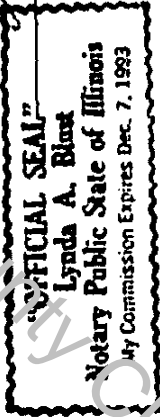


CORPORATE NOTARY

STATE OF ILLINOIS }  
COUNTY OF COOK } SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Linda Lee Lutz and Jean P. Fulton, of HERITAGE TRUST COMPANY are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Land Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged ~~and~~ they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he/she, as custodian of the corporate seal of said corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25th day of June, 19 91



*Lynda A. Blust*  
Notary Public

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless, each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Exhibit "A" 1 3 1 5 5 4 4

Lots 8 thru 12 in The Pines of Tinley Park, a planned unit development being a subdivision of part of the East 1/2 of the Northeast 1/4 of Section 6, Township 35 North, Range 13 East of the Third Principal Meridian, North of the Indian Boundary Line, in Cook County, Illinois.

Property of Cook County Clerk's Office

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ARTICLES OF INCORPORATION

ARTICLE 5

The purpose for which the Association is organized is to provide an entity to administrate and operate that certain Homeowners' Association, bearing the same name as the Association, (hereinafter referred to as the "Homeowners' Association"), at The Pines, Cook County, Illinois. This corporation is not a condominium association as established under the Condominium Property Act, a cooperative housing corporation defined in Section 216 of the Internal Revenues code of 1954, or a homeowners association which administers a common-interest community as defined in Section 9-102(c) of the Illinois Code of Civil Procedure.

ARTICLE 6

The Board of Directors shall exercise for the Association, the following powers:

1. The Association shall have all of the powers and privileges granted to corporation not for profit except where the same are in conflict with the Declaration of Restrictions and Exhibits attached thereto.,

2. All of the rights, titles, powers privileges and obligations vested in or imposed upon the Board of Directors in the Declaration may be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office.

3. All of the powers reasonable necessary to implement and effectuate the purposes of the Association, except as limited herein, as specified in the Declaration of Restrictions including, but not limited to:

(a) To make and establish Rules and Regulations governing the use of the Homeowners' Association Property.

(b) To levy and collect assessments against members of the Association to defray the expenses of the Homeowners' Association as provided for in the Declaration of Restrictions and Exhibits attached thereto.

(c) To maintain, improve, repair, reconstruct, replace, operate and manage the Homeowners' Association Property.

(d) To contract for the management of the Homeowners' Association.

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(e) To enforce the provisions of said Declaration of Restrictions and Exhibits attached thereto and the Rules and Regulations governing the use of said Homeowners' Association.

(f) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to, or imposed upon the Association.

(g) As provided in the Declaration of Restrictions, to acquire and enter into agreements whereby the Association acquires leaseholds, membership and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Homeowners' Association intended to provide for the enjoyment, recreation or other use or benefit of the members, provided that the same are located within that development known as The Pines.

(h) To approve or disapprove of the transfer, mortgage, ownership, leasing and occupants of the Units.

The provisions of the Declaration of Restrictions and Exhibits attached thereto which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, Directors, and members shall be deemed provisions hereof.

## ARTICLE 7

The qualification of members, the manner of their admission, termination of such membership, and voting by members shall be as follows:

1. The Owners of all the Units in the Homeowners' Association and the Incorporator to these Articles of Incorporation shall be members of the Association. No other persons or entities shall be entitled to membership. Membership of the Incorporator shall terminate upon the Declarant being divested of all Units in the Homeowners' Association and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Restrictions and the By-Laws of this Association, membership shall be established by the acquisition of fee title to a Town Home Unit in the Homeowners' Association. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Homeowners' Association. Membership is non-transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, each voting interest, subject to the provisions of Paragraph 2.3 of the By-Laws, shall be entitled to cast one (1) vote. Such vote may be exercised or cast by the Owner or Owners of each Unit in such manner as is provided for in the Declaration

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or in the By-Laws adopted by the Association. 5 4 4

4. Until such time as the Homeowners' Association Property which this Association is intended to administer and operate is subjected to the Provisions of the Declaration of Restrictions by the recording thereof, the membership of the Association shall be comprised of the Incorporator to these Articles, which shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

## ARTICLE 8

The principal office of the Association shall be located on the Homeowners' Association Property, Cook County, Illinois.

## ARTICLE 9

The affairs of this Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons who need not be members of the Association. the first Board shall consist of three (3) members. Upon the first election of the Directors and thereafter, the number of Directors shall be increased upon to the maximum of seven (7).

The first election of Directors, after the initial board named herein, shall be held within thirty (30) days from the time as the Homeowners' Association Property which this Association is intended to administer and operate is subjected to the provisions of the Declaration of Restriction by the recording thereof, at a meeting of the members called for that purpose. Seven (7) Directors shall be elected at this first election, two (2) for a term of one (1) year, two (2) for a term of two (2) years, and three (3) for a term of three (3) years. At the first election, the three Directors receiving the sixth and seventh most votes shall serve for one (1) year. At each annual meeting thereafter a number of Directors equal to those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. the names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:



ARTICLE 10

Subject to the provisions of the By-Laws, the officers of the Association shall be elected by the Board at their first meeting following the members annual meeting. Officers shall serve at the pleasure of the Board. The names of the initial officers who shall serve until their successors are elected are as follows:

President	Scot Vandenberg
Vice-President	Ron Paul
Secretary & Treasurer	Carl J. Vandenberg

ARTICLE 11

The Incorporator to these Articles of Incorporation is R.P.S.V., Inc., an Illinois corporation qualified to transact business in Illinois, whose address is 16710 S. Oak Park Avenue, Tinley Park, Illinois 60477.

ARTICLE 12

The original By-Laws of the Association shall be adopted by a majority vote of the Directors of the Association. The by-Laws may be altered or rescinded by the Board and the voting interests in the Association subject to the provisions thereof.

ARTICLE 13

These Articles of Incorporation may be amended in the following manner:

1. Proposal. Amendments to these Articles may be proposed upon a vote of a majority of the entire Board adopting a resolution setting forth the proposed amendment to these Articles, directing that it be submitted to a vote at a meeting of members, or amendments may be proposed by the members of the Association upon a vote of a majority (51%) of the voting interests entitled to vote at a meeting for which notice of the proposed amendment has been given.

2. Call for Meeting. Upon the adoption of a resolution proposing any amendment or amendments to these Articles by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in absence of the President, who shall there-

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upon call a special joint meeting of the Board and the membership. It shall be the duty of the Secretary to give each member written notice stating the place, day and hour of the meeting and setting forth the proposed amendment or a summary of the changes to be effected thereby and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Notice shall be delivered not less than twenty (20) or more than sixty (60) days before the date of the meeting, either, personally or by first class mail. Notice shall additionally be posted at a conspicuous location on the Condominium Property. If the notice is mailed with postage thereon prepaid, at least twenty (20) days before the date of meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as appears on the membership books.

3. **Vote Necessary.** In order for such amendment to become effective, the same must be approved, at a duly called meeting, by an affirmative vote of seventy-five percent (75%) of the voting interests entitled to vote thereon.

4. **Filing.** The Articles of Amendment containing said approved amendment or amendments shall be executed by the corporation by its President or Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles. The Articles of Amendment shall set forth:

- (a) The name of the corporation.
- (b) The text of each amendment adopted.
- (c) A statement that the amendment was adopted at a meeting of the members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment as provided in these Articles of Incorporation and the Illinois General Not For Profit Corporation Act of 1986, as amended; or
- (d) A statement that the amendment was adopted by written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment as provided in these Articles and the Illinois General Not for Profit Corporation Act of 1986, as amended.

Such Articles of Amendment shall be filed, along with the appropriate filing fees, within ten (10) days from said approval with the office of the Secretary of the State of Illinois for approval.

Notwithstanding the foregoing provisions of this Article, no amendment to these Articles of Incorporation may be adopted or become effective without the prior written consent of Declarant for so long as Declarant owns any property within The Pines

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development, and Lessor, for so long as any members of the Association are Individual Lessors under the Lease. No amendment shall be made that is in conflict with the Declaration of Restrictions, Management Agreement, Master Management Agreement, CATV Agreement or Lease Agreement or which causes the Association or its members to violate any of the same.

## ARTICLE 14

the share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit. The funds and assets of the Association shall belong solely to the Association and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Restrictions and Exhibits attached thereto.

## ARTICLE 15

The Association may enter into contracts or transact business with any firm, corporation, or other concern in which any or all officers, directors or members of the Association may have an interest of any nature whatsoever. No contract, including those entered or to be entered into with Declarant, Lessor, CATV Firm or Management Firms, shall be invalidated in whole or part by the Association, any subsequent officers, directors and/or member(s) on the grounds that the officers, directors and/or member(s) had an interest, whether adverse or not, in the party contracted with or the subject matter of the contract or profited thereby regardless of the fact that the vote of the directors, officers or member(s) with an interest was necessary to obligate the Association.

At any meeting of the Board which shall authorize or ratify any such contract or transaction, any interested director or directors may vote or act thereat, with full force and effect, as if he had no such interest (provided that in such case the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed, or shall have been known to the directors or a majority thereof). A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure thereof. No director shall be disqualified from holding office as director or officer of the Association by reason of any such adverse interests. No director, officer, or member having such adverse interest shall be liable to the association or to any member or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer, member or entity in which said member is involved be accountable for any gains or profits realized thereby.

All the provisions of the Declaration and Exhibits attached thereto shall be deemed ratified and fully disclosed hereunder.

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ARTICLE 16

The Association does and shall indemnify its officers and directors as provided in the By-Laws.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the Incorporator has affixed its signature this \_\_\_\_\_ day of \_\_\_\_\_ 1991.

R. P. S. V., INC.

BY \_\_\_\_\_ (SEAL)  
ITS PRESIDENT

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ATTEST: 9 1 3 1 5 5 4 4

(SEAL)

ITS SECRETARY

(CORPORATE SEAL)

I hereby accept the designation as Registered Agent as set forth in these Articles of Incorporation.

CARL J. VANDENBERG

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

I \_\_\_\_\_ a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_,

\_\_\_\_\_ respectively of R.P.S.V, Inc. personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my had and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 1991.

My Commission Expires: \_\_\_\_\_ Notary Public State of Illinois at Large

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Exhibit "C"

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BY-LAWS

OF

THE PINES SINGLE FAMILY CLUSTER 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 Homeowners' Association, THE PINES SINGLE FAMILY CLUSTER ASSOCIATION OF TINLEY PARK, INC., an Illinois 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 Homeowners' 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 Homeowners' Association and are expressly subject to the terms, provisions and conditions contained in the Articles of Incorporation of said Association, the Declaration of Restrictions, and Management Agreements 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 Restrictions.

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. Persons having one-third (1/3) of the total voting interests of the Association, as the same is constituted from time to time, shall constitute a quorum. The joinder of a member in the action of a meeting by signing and concurring in

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

2.3 CORPORATE OF 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. 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".

2.6 MAJORITY. Except where otherwise required by the provisions of the Homeowners' 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, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association;
- (iii) the purchase or sale of land or of Units on behalf of all Unit Owners; and

(iv) the filing of lawsuits against the Declarant, the Management Company, the Declarant's appointed Officers and Directors and any and all affiliates of the Declarant and all persons working by, through or under it.

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, nothing 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.

(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 value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner.

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 shall be held when called by the President, the Board of Directors or by written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Association.

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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. Such notice shall be delivered or mailed to each member not less than five (5) days nor more than sixty (60) days prior to the date set for such meeting (provided, however, in the case of an emergency, two (2) days' notice, will be deemed sufficient). 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 mails, 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 Homeowners' Association Property.

3.4 NOTICE TO OTHERS. Declarant and Management Firms shall be entitled to notice of all Association meetings, shall be entitled to attend the Association meetings and they may designate such persons as they desire to attend such meetings on their behalf.

3.5 BUDGETARY MEETINGS. Notice of budgetary meetings shall be governed by the provisions of paragraph 3.3 Above.

3.6 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.

3.7 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.

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

3.9 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;

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- 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.

3.10 FIRST MEETINGS. The Association shall have annual meetings.

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 4.2 hereof.

4.2 FIRST BOARD. The first Board shall consist of three persons, none of whom need be members of the Association. The first Board shall consist of persons designated by the Declarant and, thereafter, the number of Directors shall be increased by an amendment to these By-Laws in accordance with the terms hereof.

a. Until such time as the members of the Association shall be entitled to elect all of the Directors, the Declarant shall have the absolute right, at any time, in its sole discretion, to remove any non-association elected member or members of the Board and replace any such person or persons with another person or other persons to serve on said Board. Notice of such action shall be given to the Association.

b. The first Board of Directors of the Association shall consist of the following persons:

- Ronald Paul
- Scot Vandenberg
- Carl J. Vandenberg

4.3 TERM OF OFFICE. The first election of Directors, after the initial Board named herein, shall be held within thirty (30) days from the termination of the Class B membership as provided in ARTICLE V of the Declaration, at a meeting of the members called for that purpose. Seven (7) Directors shall be elected at

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this first election, two (2) for a term of one (1) year, two (2) for a term of two (2) years, and three (3) for a term of three (3) years. At the first election, the three Directors receiving the most votes shall serve for three (3) years, the two Directors receiving the fourth and fifth most votes shall serve for two (2) years, and the two Directors receiving the sixth and seventh most votes shall serve for one (1) year. At each annual meeting thereafter a number of Directors equal to those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

4.4 REMOVAL. Declarant shall have the absolute right, at any time until the first election of Directors, in its sole discretion, to remove any members of the Board designated by Declarant and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.

4.5 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.

4.6 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.

4.7 ELECTION OF DIRECTORS. Subject to the provisions of sub-paragraph 4.3(e), and further subject to the right of the membership to re-elect some or all of the initial Board or their successors, the election of Directors, other than the first Board, after there are no longer any Declarant elected representatives on the Board, 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

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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.

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. The first election of Directors, after the initial board named herein, shall be held within thirty (30) days from the termination of the Class B membership as provided in ARTICLE V of the Declaration, at a meeting of the members called for that purpose. Seven (7) Directors shall be elected at this first election, two (2) for a term of one (1) year, two (2) for a term of two (2) years, and three (3) for a term of three (3) years. At the first election, the three Directors receiving the most votes shall serve for three (3) years, the two Directors receiving the fourth and fifth most votes shall serve for two (2) years, and the two Directors receiving the sixth and seventh most votes shall serve for one (1) year. At each annual meeting thereafter a number of Directors equal to those whose terms have expired shall be elected for the term of three (3) years. At the expiration of any term of three (3) years, any Director may be re-elected.

Thereafter, the Board shall be considered as having been elected and controlled by the Association.

4.8 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 and no further notice of the organizational meeting will be necessary, provided a quorum shall be present.

4.9 REGULAR MEETINGS. Regular meetings of the Board shall be held at such times and places as shall be determined, from time to time, by a resolution of the Board. Notice of the time and purpose of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least forty-eight (48) hours prior to the day named for such meeting, unless notice is waived. Meetings shall be open to all Unit Owners except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the particular Association has been filed and is pending in a court or administrative tribunal or when the Board of Directors finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or

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a Unit Owner's unpaid share of common expenses. Meetings shall be held at a location convenient to the Unit Owners and copies of notices thereof shall be posted in conspicuous places on the Property at least forty-eight (48) hours prior to such meetings 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.

4.10 SPECIAL MEETINGS. Special meetings of the Board may be called by the President of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director. 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.

4.11 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.

4.12 NOTICE. Lessor (if any member of the Association is then bound by the Lease Agreement), Declarant, and the Management Firms shall be entitled to notice of all Board of Directors' meetings, shall be entitled to attend the Board meetings, and may designate such persons to attend such meetings on their behalf.

4.13 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.

4.14 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.

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4.15 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 (excepting firstBoard) or upon his default for thirty (30) days of any of the provisions or covenants of the Declaration and Exhibits attached thereto.

4.16 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; provided, however, that in case of any action by the Board (after the First Board), which would have a substantial and material effect (for example, cancellation of Management Agreements, institution of material litigation affecting the right to lease units, etc.) on the Unit Owners, the same shall require not less than a majority approval of the voting interests. 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 Homeowners' 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 adopt the budget of the Association upon majority vote of the Board; provided, however, that the adoption of the budget at a Special Meeting, by the Unit Owners, if required, shall only require a simple majority vote. 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 therefor.

c. The maintenance, repair, replacement, operations, improvement, and management of the Homeowners' 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;

e. To make and amend rules and regulations and By-Laws governing the use of the property, real and personal, in the Homeowners' Association, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations, so long as such rules and regulations or amendments thereto do not conflict with the rights, privileges, restrictions and limitations which may be placed upon the use of such property under the terms of the Declaration and Exhibits attached thereto.



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f. To undertake investigations of prospective purchasers and others of Units, whether initial purchasers or otherwise, 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 Homeowners' Association, as may be necessary or convenient in the operation and management of the Homeowners' 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 Homeowners' Association Property and to lease or concession such portions thereof and to ratify and confirm any existing leases of any part of the Homeowners' 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 Homeowners' Association Property.

k. To pay all taxes and assessments of any type which are liens against any part of the Homeowners' 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 the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in 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 Homeowners' 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 Management Firm.

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.

4.17 MANAGEMENT AGREEMENT. The Board of Directors may enter into an agreement for the operation, maintenance and repair of the Homeowners' Association Property. The Association has entered into the Management Agreement attached to the Declaration to which these By-Laws are attached. 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.

4.18 AUTHORITY OF FIRST BOARD. The undertakings and contracts authorized by the First Board including the first budget shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by a Board duly elected by the membership.

4.19 REMOVAL OF DIRECTORS. Declarant shall have the absolute right, at any time until the first election of Directors, in its sole discretion, to remove any members of the Board designated by Declarant and replace any such person with another person to serve on the Board. Notice of such action shall be given to the Association.

4.20 WAIVER OF MEETING. The Directors may take any action

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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.

4.21 PROVISIO. Notwithstanding anything herein contained to the contrary, the Directors shall not have the right or authority to do any act or take any action wherein the same would limit, modify or abridge the rights, privileges and immunities of the Declarant, CATV Firm or Management Firms as set forth in the Declaration, the Articles, these By-Laws, and the Management Agreements without the consent of the affected firms.

4.22 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.

4.23 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.

4.24 MANNER OF COLLECTION OF COMMON EXPENSES. The provisions of Article VI of the Declaration of Restrictions 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

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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.

5.6 FIRST OFFICERS. The first officers of the Association who shall serve until election of their successors, shall be those persons so named in the Articles.

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 Homeowners' Association, including maintenance of proper reserves, pursuant to the provisions of the Declaration, Management Agreement, Articles and these By-Laws. All payments required by the aforementioned instruments, except as specified to the contrary therein, are Common Expenses of this Homeowners' Association. The same shall be assessed against the Unit Owners as provided in the Declaration and all the Exhibits attached thereto. These powers shall be subject to the provisions of the Management Agreement and shall not be construed as usurping the power of the Management Firm under the Management Agreement to determine sums due under that instrument. Assessments for the first year (or pro rata portion thereof) of the operation of the Property shall be as set forth in a projected budget established by the Declarant, subject, however, to the right to modify the same to adequately provide for the payment of such sums necessary to discharge the obligations of the Homeowners' Association. The Association shall also, if requested, collect master management fees, or rent for the benefits of the Master Management Firm, and Lessor. 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 thirty (30) 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.



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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 supercede 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 Declaration and Management Agreement. 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 Board of Directors shall (1) maintain a blanket fidelity bond for all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association as required by Article XIX, Section 4 of the Declaration, the premium cost of which shall be paid by the Association and (2) require that all management companies who either handle or are responsible for funds held or administered by the Association shall furnish a fidelity bond to the Association as required by Article XIX, Section 4 of the Declaration, the premium cost of which shall be paid by the Association.

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 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



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monthly, m in advance, without notice, and shall be due on the first day of each month. Until further notice, assessments shall be made to the order of "The Pines of Tinley Park" and shall be payable at the office of the Management Firm. Special assessments, should such be required by the Board and approved by the affirmative vote of at least two-thirds of the Unit Owners voting at a meeting of Unit Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to a Unit equal to the greater of five (5) times the Unit's most recent common expense assessment calculated on a monthly basis or Three Hundred Dollars (\$300.00), shall be levied in the same manner as hereinabove provided for regular assessments, except notice thereof shall be given, and shall be payable in the manner determined by the Board. 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, to 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

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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.

## 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

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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 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.

7.2 LIABILITY OF UNIT OWNERS TO MANAGEMENT FIRM. Paragraph 6.11 above shall include any assessment due by virtue of the Management Agreement, and the Management Firm shall also have the right to bring such actions and to obtain such relief in either the name of the Association or its own name, to enforce the provisions of the Homeowners' Association Documents and to recover reasonable attorneys' fees and costs in doing so.

ARTICLE 8. LIMITATION OF LIABILITY. Notwithstanding the duty of the Association or Management Firm to maintain and repair the Homeowners' Association Property, neight 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.

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ARTICLE 9. PARLIAMENTARY RULES. | Robert's Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Declaration, the Articles, By-Laws, if applicable, Management Agreements, 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 Homeowners' 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 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.

10.4 PROVISIO. Notwithstanding the foregoing provisions of this Article 10, for so long as the Developer owns any property within The Pines and for so long as any members of the Association are individual lessees under the lease, no amendment to these By-Laws which affects the Declarant, Lessor, CATV Firm or Management Firms may be adopted or become effective without the prior written consent of the affected Declarant, Lessor, CATV Firm, Management Firm, and Master Management Firm.

10.5 SCRIVENER'S ERRORS. Notwithstanding anything contained herein to the contrary, the Declarant shall have the right, at any time within five (5) years from the date of



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recording hereof, to amend these By-Laws to correct scrivener's errors or to clarify any ambiguity determined to exist herein.

## 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 reasonably 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 ADDITIONAL RULES AND REGULATIONS. The Association or Management Firm, provided that 75% of all voting interests affirmatively vote to adopt the same, may from time to time, promulgate additional Rules and Regulations concerning the use of the Homeowners' Association Property. Said Rules and Regulations shall have effect upon posting in a conspicuous place on the Homeowners' Association Property and shall have the dignity of By-Laws and, unless said rule conflicts with the provisions hereof, it shall not require any amendment to be effective.

11.4 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 intends to develop The Pines for occupancy by persons 55 years of age or older. In developing this community, the Declarant intends 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.



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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, doors 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 twelve (12) pounds in weight may be kept 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. No more than one (1) pet may be kept in a unit.

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 shall be kept on the Properties for a period of more than twenty four (24) hours 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 the Declarant to place "for sale" or "for rent" signs in connection with any unsold Lot it may from time to time own. The same 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.

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.

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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.

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. The Owners, the Architectural Control Committee, the Association, its agents or assigns, shall not interfere with the Declarant's preparation, sale or use of any Lots.

t. 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.

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

v. The above restrictions set forth in the ARTICLE 11 shall not apply to Declarant or its agents, employees, designated successors or assigns during the period of construction and sales of the Properties.

w. Until further notice, all payments of assessments, monthly or otherwise, shall be made at the office of the Management firm as designated in the Management Agreement. Checks should be made payable to The Pines Property Management, Inc. Payments shall be made on the first day of each month, without notice, and if more than ten (10) days late, they shall be subject to late charges as provided in the Declaration and By

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Laws.

11.5 APPLICABILITY. The above provisions shall not be applicable to the Declarant, Lessor, Management Firms or to any Unit owned by the same.

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 Town Home Unit shall be paid at least thirty (30) days before becoming delinquent or as provided in Homeowners' Association Documents, whichever is sooner.

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

ARTICLE 14. COVENANT OF CO-OPERATION.

14.1 MANAGEMENT FIRMS AND CATV FIRM. The Association hereby covenants to do all things necessary to effectuate the purposes of the Management Agreement and any CATV Agreement, including, but not limited to, the giving of permission to employees of said Management Firms or CATV Firm to enter the Homeowners' Association Property, the granting of all necessary easements for installation and maintenance of these items and equipment necessary for compliance with said agreements, the giving of assistance necessary in the collection of fees and assessments, and obtaining ratification of those agreements by subsequent Unit Owners.

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, the Management Agreement, the CATV Agreement; the Declaration, Management Agreement, and CATV Agreements shall prevail.

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The foregoing were adopted (as) the ~~By-Laws~~ of The Pines Master Association of Tinley Park, Inc., a Corporation not for profit established under the Laws of the State of Illinois at the first meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 1991.

THE PINES MASTER ASSOCIATION OF TINLEY PARK  
INC.

BY \_\_\_\_\_ (SEAL)  
IT'S \_\_\_\_\_ PRESIDENT

ATTEST: \_\_\_\_\_  
IT'S \_\_\_\_\_ SECRETARY (SEAL)

(CORPORATE SEAL)

Property of Cook County Clerk's Office

EXHIBIT A TO BY-LAWS  
CERTIFICATE OF APPROVAL OF  
THE PINES MASTER ASSOCIATION OF TINLEY PARK , INC.

This is to certify that \_\_\_\_\_ has been approved by the above Homeowners' Association as the purchaser or \_\_\_\_\_ transferee (check the appropriate space of the following described real property in Cook County, Illinois.

Unit No. \_\_\_\_\_ of \_\_\_\_\_ according to the Declaration of Restrictions thereof recorded as Document No. \_\_\_\_\_ as recorded in the Office of the Recorder of Deeds in Cook County, Illinois.

Such approval, given pursuant to the provisions of the aforesaid Declaration of Restrictions, constitutes a waiver of the Association's right of first refusal as specified in the Declaration and is conditioned upon the Deed of Conveyance containing in unqualified language, the following:

1. "Subject TO; The Management Agreement recorded as Document No. \_\_\_\_\_ Office of the Recorder of Deeds in Cook County, Illinois, and memorandum thereof, recorded as Document No. \_\_\_\_\_ Office of the Recorder of Deeds in Cook County, Illinois, which the Grantees (Transferees) herein assume."

2. "Subject To; The Declaration of Restrictions heretofore described and all the terms and conditions thereof (and lawful Amendments thereto, if any) to which the Grantees herein (Transferees) agree to be bound."

3. "Subject To: Declarations of Restrictive Covenants affecting the Unit."

Should such language not be contained in such deed, then this approval shall be automatically and retroactively null and void. A photocopy of the recorded Deed shall be furnished the Homeowners' Association within twenty (20) days from the date of Closing.

In the event a previously unapproved party is assuming possession of the premises, then this certificate shall be recorded without an instrument of conveyance and shall be deemed, pursuant to said party's application for approval, binding as if it had been recorded with an instrument of conveyance.

In the event that any of the aforementioned items are not in



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effect as of the date of the application and such fact is evidenced by a Certificate to that effect recorded in the Office of the Recorder of Deeds in Cook County then the requirements of this approval shall be modified accordingly.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

Signed, Sealed and Delivered  
in the presence of

\_\_\_\_\_  
\_\_\_\_\_

THE PINES MASTER ASSOCIATION  
OF TINLEY PARK, INC.

By \_\_\_\_\_  
PRESIDENT

ATTEST:  
\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

STATE OF ILLINOIS )  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County and State, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_ respectively, of The Pines Master Association of Tinley Park, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said \_\_\_\_\_ did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

NOTARIAL SEAL

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC

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Exhibit "D" 5 5 4 4

THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (NIBL) (EXCEPT THE FOLLOWING DESCRIBED PARCEL TAKEN FOR I-80 RIGHT OF WAY: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (SIBL) WITH THE INDIAN BOUNDARY LINE, THENCE SOUTHWESTERLY ON SAID INDIAN BOUNDARY LINE, A DISTANCE OF 752.05 FEET TO A POINT OF BEGINNING, THENCE SOUTHWESTERLY ALONG THE LAST DESCRIBED LINE A DISTANCE OF 645.92 FEET TO A POINT, THENCE WESTERLY ON A LINE FORMING AN EXTERIOR ANGLE OF 244° 18' 35" WITH THE LAST DESCRIBED COURSE A DISTANCE OF 864.02 FEET TO A POINT, THENCE NORTHERLY ALONG A LINE FORMING AN INTERIOR ANGLE OF 90° 10' 49" WITH THE LAST DESCRIBED COURSE A DISTANCE OF 122.30 FEET TO A POINT ON A CURVE, THENCE NORTHEASTERLY ON SAID CURVE CONCAVE TOWARDS THE NORTHWEST HAVING A RADIUS OF 5579.58 FEET AND FORMING AN ANGLE OF 99° 22' 03" BETWEEN THE TANGENT TO THE CURVE AT THE POINT OF THE LAST DESCRIBED COURSE A DISTANCE OF 1390.32 FEET ON THE CURVE, THENCE SOUTHERLY ON A LINE A DISTANCE OF 73.90 FEET TO THE POINT OF BEGINNING) AND ALSO (EXCEPT THE WEST 207.00 FEET OF THE EAST 467 FEET OF THE NORTH 250.00 FEET THEREOF) AND ALSO (EXCEPT THE WEST 125 FEET OF THE NORTH 225.00 FEET THEREOF) AND ALSO (EXCEPT THAT PART OF THE EAST 284.00 FEET OF SAID EAST HALF OF THE NORTHEAST QUARTER LYING NORTH OF AND ABUTTING THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 80 AND LYING SOUTH OF AND ABUTTING THE CENTER LINE OF A DRAINAGE DITCH RUNNING SOUTHWESTERLY THROUGH SAID EAST HALF OF THE NORTHEAST QUARTER) AND ALSO ( EXCEPT THE NORTH 718.00 FEET OF THE EAST 260 FETT THEREOF) ALL IN RICH TOWNSHIP, COOK COUNTY, ILLINOIS.

AND

THE EAST 260 FEET OF THE SOUTH 197 FEET OF THE NORTH 718 FEET OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINOIS.