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FIRST AMENDMENT TO DECLARATION OF TOWNHOME COVENANTS
FILED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY
ON JANUARY 4, 1973 AS DOCUMENT NUMBER 22176857

This Amendment to Declaration is made and entered into this
7th day of OCTOBER, 1991, by the legal title
holders for the following described real estate:

Lot 3 in Maple Crest Subdivision, a Subdivision of part
of the North East quarter of Section 34, Township 42
North, Range 11, East of the Third Principal Meridian,
all in Cook County, Illinois.

P.I.N.: 03 - ~~200~~ - 068 or 67 (see Cook Co. Treas. Ofc.
Certificate attached)
COMMON ADDRESS: S. W. EAST HIGHLAND

This Amendment is intended to supplement the Declaration
recorded in the Office of the Recorder of Deeds of Cook County as
Document Number 22176857 on January 4, 1973;

WITNESSETH:

DEPT-01 RECORDING 159.50
T:3333 TRAM 1405 03/16/92 09:20:00
1755 : C * - 92 - 167559
COOK COUNTY RECORDER

WHEREAS, certain parcels of real estate intended as dwelling
parcels, developed with "townhouse" type dwellings and appurtenant
amenities, were sold by the developer as single family private
residences; and

WHEREAS, a certain Declaration was recorded, subjecting the
individual parcels to the rights, easements, burdens, uses and
privileges as set forth therein; and

WHEREAS, the successors to American National Bank & Trust Co.
of Chicago, a national banking association, as Trustee under Trust
Agreement dated February 10, 1972 and known as Trust No. 76493 (
"Declarant"), the purchasers and record title owners of all

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dwellings are desirous of creating a homeowner's association to enforce the terms and conditions of the Declaration, as well as provide for essential services; and

WHEREAS, the successors to Declarant are desirous of creating a homeowner's association as a mechanism for the administration and maintenance of the "townhouse dwellings" and amenities.

NOW, THEREFORE, the successors to Declarant for the purposes set forth below, do hereby declare that the Declaration be and is hereby amended as follows:

1. That the undersigned owners do hereby recognize and accept the "MAPLECREST HOMEOWNERS ASSOCIATION" to carry out the functions of administration and maintenance and all other legal purposes commonly associated with a common interest community. Each dwelling parcel owner shall be a member of the Association. An initial Board of Directors was nominated and elected by the successor in interest to the Developer. The Successor Board shall continue to operate in this capacity until its successors are elected and qualified under the By-Laws to be adopted.
2. That the Maplecrest Homeowners Association shall operate as an Illinois not-for-profit corporation and be subject to all of the terms and conditions of the Illinois General Not For Profit Corporation Act. The Association, by and through a Board of Directors duly constituted, shall from time to time adopt By-Laws in accordance with this Act. The Articles of Incorporation, Minutes, By-Laws, and Amendments currently in effect are hereby ratified and approved.
3. That in order to carry out the functions of the Association and continue providing essential services such as snow removal, refuse pickup, general maintenance, etc., concerning the easements for recreational areas, ingress and egress, driveways and other land used in common as designated on Exhibits 1 and 2 of the original Declaration, each year at least 10 but not more than 30 days prior to the adoption thereof, the Association, by

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Property of Cook County Clerk's Office

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and through its duly elected Board of Directors, shall prepare and distribute to all owners a detailed proposed annual budget, setting forth the total amount necessary to pay the costs of all wages, materials, insurance, services and supplies and all anticipated common expenses including reasonable reserves for contingencies. Any such assessments shall constitute a lien against the interest of any parcel owner separately assessed, which shall be subject to all collection remedies available under Illinois law for common interest communities. The Maple Crest Homeowners Association and the individual unit owner elect to become subject to the provisions of Ill. Rev. Stat. Ch. 110 Sec. 9-101, et. seq.

4. The BOARD OF MAPLECREST HOMEOWNERS ASSOCIATION ("BOARD") shall annually supply to all unit owners subject to the authority of the BOARD, an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.
5. Each unit owner subject to the authority of the BOARD shall receive written notice mailed or delivered no less than 10 and no more than 30 days prior to any meeting of the BOARD concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment.
6. Meetings of the BOARD shall be open to any unit owner subject to the authority of the BOARD of the association, except for the portion of any meeting held: (A) to discuss litigation when an action against or on behalf of the association has been filed and is pending in a court or administrative tribunal, or when the BOARD finds that such an action is probable or imminent, (B) to consider information regarding appointment, employment or dismissal of an employee, or (C) to discuss violations of rules and regulations of the association or unpaid common expenses owed to the association; that any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner subject to the authority of the association; that any unit owner may record the proceedings at meetings required to be open by this Act by tape, film or other means; that the BOARD may prescribe reasonable rules and regulations to govern the right to make such recordings; that notice of such

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meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened; and that copies of notices of meetings of the BOARD of the association shall be posted in conspicuous places at least 48 hours prior to the meeting of the BOARD.

7. The Association shall have and is hereby granted the power to amend, modify or otherwise alter this Declaration and each and all of the terms and provisions hereof by an action recommended by a majority of the Board of Directors and approved by the affirmative vote of 2/3rds of the members of the Association. Said amendment shall become effective on the date said instrument is filed in the Office of the Recorder of Deeds of Cook County, Illinois.
8. The Association, by and through its duly elected Board of Directors, shall have the right to adopt rules and regulations governing the operation, administration and maintenance of the various easements and "dwelling parcels," the collection and spending of assessments and such other lawful purposes as the Board of Directors deems fit.

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PETITION TO APPROVE THE FIRST AMENDMENT TO THE DECLARATION
OF TOWNHOME COVENANTS FILED IN THE OFFICE OF THE
RECORDER OF DEEDS OF COOK COUNTY
ON JANUARY 4, 1973 AS DOCUMENT NO. 22176857

We, the undersigned, do hereby agree and acknowledge to submit his/her/their lot and dwelling unit to the terms and conditions of the attached Amendment to Declaration. The undersigned do hereby agree that they and on behalf of their agents, employees, heirs, successors in interest and assigns, shall be bound by same.

NAME (please print) MARIA ELENA PARAJAS

ADDRESS 220 E. HIGHLAND MT PROSPECT IL 60076

SIGNATURE M. Elena Parajas

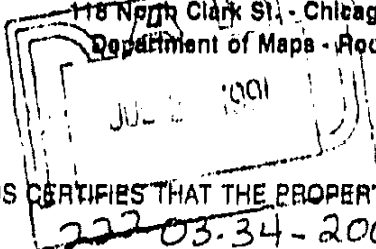
DATE 10-7-91

OWNER OF UNIT(S) NO. 220

92167559

COOK COUNTY TREASURER'S OFFICE
118 North Clark St. - Chicago, IL 60602
Department of Maps - Room 112

Number 03281



7 23 19 91

THIS CERTIFIES THAT THE PROPERTY KNOWN AS 220 E. Highland Ave.

222 03-34-200-068 220 Prospect, 220 60076

BEARS THE FOLLOWING LEGAL DESCRIPTION 067? PT Lot B

MAPLE CREST SUBDN OF PT OF THE

NE 1/4 SEC 34-42-11

FEE \$1.00

THIS LEGAL DESCRIPTION IS FURNISHED AS A PUBLIC ACCOMODATION. THE OFFICE OF COUNTY COLLECTOR DISCLAIMS ALL LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR INACCURACY THAT MAY BE CONTAINED HEREIN

119962

CUSTOMER

Map Department Signature

20.5'

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29' Bituminous Road

EAST HIGHLAND STREET
Part of Parcel 3)

PARCEL I: THE EAST 20.50 FEET OF THE WEST 85.60 FEET, OF THE FOLLOWING DESCRIBED TRACT OF LAND, LOT 3 (EXCEPT THE WEST 385.0 FEET THEREOF, IN MAPLE CREST SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL II: THE NORTHWESTERLY 9.50 FEET OF THE SOUTHEASTERLY 19.0 FEET OF THE NORTHWESTERLY 26.51 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 3 (EXCEPT THE WEST 385.0 FEET THEREOF) IN MAPLE CREST SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL III: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS AS CONTAINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NUMBER 25441437, IN COOK COUNTY, ILLINOIS.

- FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR DEED, ABSTRACT CONTRACT AND LAND DEVELOPMENT ORDINANCES.
- MORTGAGE REAL ESTATE SURVEY - DO NOT USE FOR CONSTRUCTION PURPOSES.
- SCALING FROM REPRODUCTIONS IS NOT RECOMMENDED.
- THE LEGAL DESCRIPTION SHOWN HEREON IS THAT PROVIDED TO THE SURVEYOR.

Ordered by Rukvino & Associates
Job no. 269-19

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, KEITH E. LACY, A REGISTERED LAND SURVEYOR IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT A SURVEY HAS BEEN MADE UNDER MY SUPERVISION OF THE PROPERTY DESCRIBED HEREON, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION THEREOF.

DATE: 7-12-91

Keith E. Lacy
KEITH E. LACY, SURVEYOR
ILLINOIS LAND SURVEYOR
NO. 1776

220 EAST HIGHLAND, MOUNT PROSPECT, ILLINOIS.

BARRINGTON ENGINEERING 132-B S. NORTHWEST HWY. BARRINGTON, ILLINOIS 60010 (708)382-0337

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RATIFICATION OF BY-LAWS

We, the undersigned, hereby ratify the attached By-Laws of the Maplecrest Homeowners Association, an Illinois not-for-profit corporation, and state as follows:

WHEREAS, we are unit owners in the Maplecrest Subdivision which is legally described as follows:

Lot 3 in Maple Crest Subdivision, a Subdivision of part of the North East quarter of Section 34, Township 42 North, Range 11, East of the Third Principal Meridian, all in Cook County, Illinois.

WHEREAS, the original Developer of this property caused to be filed certain Declaration of Easements for ingress, egress, driveways, parking and party walls in the Cook County Recorder of Deeds Office as Document No. 22-176-P57.

WHEREAS, said Declarations provided for the equal sharing of all costs and expenses in maintaining and operating the land used in common as described in that Declaration.

WHEREAS, the Maplecrest Homeowners Association was an Illinois not-for-profit corporation formed by unit owners as a mechanism for the administration and maintenance of the easement areas described in this Declaration.

WHEREAS, pursuant to the corporate charter, certain By-Laws and Amendments have been enacted from time to time by this corporation for the benefit of the unit owners.

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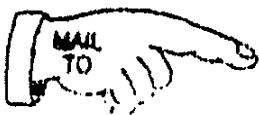
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WHEREFORE, we the undersigned as unit owners and members of this not-for-profit corporation, hereby ratify and confirm these By-Laws and Amendments thereto as valid and binding acts of the Maplecrest Homeowners Association pursuant to its authority as a not-for-profit corporation. By this act we agree that we and our heirs, successors in interest and assigns have been and shall be bound by these By-Laws and actions which have been and will be taken pursuant to these By-Laws and Amendments.

NAME (please print) MARK GUNN BARNES
ADDRESS 220 E. HIGHLAND MT. PROSPECT, IL 60078
SIGNATURE Mark Gunn Barnes
DATE 10-7-91
OWNER OF UNIT(S) NO. 220

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BY-LAWS OF MAPLECREST HOMEOWNERS ASSOCIATION

ARTICLE I

Members (Unit Owners)

SECTION 1. ELIGIBILITY. Maplecrest Homeowners Association, an Illinois not-for-profit organization, shall have one class of membership which shall consist of all the respective Unit Owners of the property known as and located at Maple Crest Subdivision (called "Property"), in accordance with the ownership interest of the Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration of Condominium Ownership, which Declaration is Recorded in the office of the Recorder of Deeds of Cook County, Illinois. The words "member" or "members" as used in these By-Laws mean and shall refer to "Unit Owner" or "Unit Owners" as the case may be, as defined in the Declaration).

SECTION 2. SUCCESSION. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner; and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

SECTION 3. ANNUAL MEETINGS. The Unit Owners shall hold an annual meeting, one of the purposes of which shall be to elect members to the Board.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least one-fifth (1/5) of the votes entitled to be cast at such meeting. All matters subject to the approval of Unit Owners, shall be submitted to the Unit Owners for their approval at special meetings which shall be called for such purpose by the President.

SECTION 5. DELIVERY OF NOTICE OF MEETINGS. Notices of meetings shall be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board. All such notices shall be delivered to all Unit Owners not less than ten (10) days and no more than thirty (30) days prior to the date of said meeting and shall state the date, time, place and purpose of such meeting. The exception to this rule is special meetings. (See page 3, Section 4, Paragraph 2)

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SECTION 6. VOTING. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the person constituting such Unit Owner. No Unit Owner shall have the right to cumulate his vote in any election. No Unit Owner shall be allowed to vote unless he is current in his dues and assessments.

The affirmative vote of not less than two-thirds (2/3) of the total membership choosing to vote in person or by proxy is required in order to approve any of the following proposed action: (1) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (2) the purchase or sale of land or Units on behalf of all Unit Owners when said sale, lease, exchange, mortgage, pledge or purchase exceeds a two year term commitment.

Any of these actions may take place at a Special Meeting with a minimum of twenty (20) days notice, or at the Annual Meeting. In either case, advance written explanation of issues to be considered must be delivered within time limits outlined in Article I, Section 5, stating time and place of said meeting and the matters to be considered.

SECTION 7. QUORUM. A quorum of members for any meeting shall be constituted by members represented in person or by proxy and holding thirty three and one-third (33 1/3%) percent of the votes entitled to be cast at such meeting.

SECTION 8. PROXY. All members represented by proxy at any given meeting must have assigned the right to their vote in writing prior to the meeting, in a signed statement. Any member may carry as many as two (2) proxy votes besides his own vote. A proxy must have the unit owner's unit number, name, address, signature and dates of duration.

A Unit Owner may assign his proxy on either a single situation basis or a blanket (permanent) basis with maximum duration of a year. To renew blanket proxy, the Unit Owner must re-assign in writing for the following year. Any proxy may be accepted by any other Unit Owner, up to his limit stated herein.

See amendment page 1A.

ARTICLE II

Board of Directors

SECTION I. NUMBER, ELECTION AND TERM OF OFFICE. The Board of Directors of the Association (referred to in the Condominium Property Act of the State of Illinois (called "Act") as the "board of managers," and sometimes referred to herein as the "Board") shall consist of officers and building representatives. Directors shall be elected at the regular annual meeting of Association members. A quorum must be present in person, or by proxy or absentee ballot. Those candidates for election as officer who receive the greatest number of votes cast at the meeting shall be elected. The building representatives will be elected by the members/Unit Owners in each building. Every director shall hold office for the term of one year or until his qualified successor shall be elected. Members of the Board reserve the right to resign as directors of the Association at any time with thirty (30) days advance written notice to the membership.

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SECTION 2. QUALIFICATION. Each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer or partner of such Unit Owner) provided said Unit Owner is current in his dues and remains current throughout his term. If a Director shall cease to meet such qualifications during his term he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. VACANCIES. Any vacancy occurring in the Officers may be filled by majority vote of the members of the Association who vote in the re-election, and any officer so elected to fill a vacancy shall hold office for the unexpired term of the officer who he succeeds. Any vacancy in Building Representatives is to be filled by majority vote of members in the affected building or buildings.

SECTION 4. MEETINGS. The Board shall meet at least four times per year, once in each quarter, the first meeting to be held within thirty (30) days of the regular annual meeting of Unit Owners. Written or verbal notices stating the date, time and place of each of the quarterly meetings shall be delivered, either personally or by mail or telegram to the Board member at the address given to the Board by said member for such purposes, not less than one week prior to the date of such meeting.

Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing or verbally to each director, delivered personally or by mail or telegram.

Any director may consent to the holding of a meeting without notice or consent to any particular action of the Board without a meeting.

All meetings of the Board whether regularly scheduled or specially called, shall be open to all members. With respect to those meetings of the Board where budget or assessment matters are on the agenda, all members shall receive written notice of such meetings not less than ten (10) days and not more than thirty (30) days prior to the date of said meeting, stating the time and place of said meeting and the matters to be considered.

SECTION 5. REMOVAL. Any officer may be removed from office for cause by the majority of members. Each building has the right to remove its representative by two-thirds ($\frac{2}{3}$) majority.

SECTION 6. COMPENSATION. Directors shall receive no compensation for their services.

SECTION 7. QUORUM. One-third ($\frac{1}{3}$) of the number of directors shall constitute a quorum.

SECTION 8. POWERS AND DUTIES. The Board shall have the following powers and duties:
(a) to administer the affairs of the Association and the Property with discretionary approval from the membership in general;

(b) to, at its option, engage the services of an agent (hereinafter sometimes called the "Agent") to maintain, repair, replace the Property, or any part thereof, for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

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- (c) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (d) to adopt rules and regulations upon confirmation by a simple majority of the directors, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (e) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefore, and to approve payment vouchers, or to delegate such payment approval to the officers not in excess of five hundred dollars (\$500) for the total contract - not monthly installments - unless previously approved by the membership, as in the case of Snow Removal. (see amendment page 1A)
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, and administration of the Property;
- (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;
- (h) to estimate the amount of the annual budget and to present same to the Association for approval and to provide the manner of assessing and collecting from the members their respective shares of such estimate expenses, as hereinafter provided;
- (i) to comply with the instructions of a majority of the members; and
- (j) to mediate in disputes when a problem comes to the attention of the Board which affects all or a significant part of the Association or its By-Laws, as defined herein.

SECTION 9. NON-DELEGATION. Nothing in this Article or elsewhere in these By-laws shall be considered to grant to the Board or to the officers of the Association any powers or duties which, by law, have been designated to the members and/or Unit Owners.

ARTICLE III

Officers

SECTION I. DESIGNATION. All candidates for any office, must be in good standing and paid up to date on all dues and assessments. This must be maintained throughout their term of office. Annually, at the regular meeting, the members constituting a majority present at said meeting shall elect the following officers of the Association by a majority vote:

- (a) a President, who shall be a director, and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;
- (b) a Vice President who shall be a director, and who shall assist the President, and assume his duties if the President is unable or unwilling to fulfill them;

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(c) a Secretary, who shall be a director, and who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall be designated to mail and receive all notices and who shall, in general, perform all the duties incident to the office of Secretary;

(d) a Treasurer, who shall be a director, and who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and who is responsible to make said records and books available in his or her absence;

(e) such additional officers as the members shall see fit to elect.

SECTION 2. POWERS. The respective officers shall have the general powers usually vested in such officers provided that the membership may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the membership may see fit.

ARTICLE IV

Dues and Assessments

SECTION 1. ANNUAL BUDGET. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including wages, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other Common Expenses, as deemed necessary by the members. The annual budget shall also take into account net available cash income for the year from the operation or use of the Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

SECTION 2. DUES. A copy of the estimated annual budget for each fiscal year shall be furnished to each Unit Owner at least thirty (30) days prior to approval and adoption by the membership. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly dues for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. In the event that the members shall not approve an estimated annual budget or shall fail to determine new monthly dues for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly dues as last determined. Each Unit Owner shall pay his monthly dues on or before the first day of each month to the Treasurer or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his dues for Common Expenses by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

(see amendment p. 1A)

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SECTION 3. ANNUAL REPORT. Within ninety (90) days after the end of each fiscal year, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget for the preceding year, and showing the net excess or deficit of income over expenditure plus Reserves, and such other information as the Board may deem desirable. Audited financial statements may be obtained by the Board at its option, the cost of which will be a Common Expense.

SECTION 4. SUPPLEMENTAL BUDGET. In the event that during the course of any year, it shall appear to the Board that the monthly dues, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expense for the remainder of such year, or in the event any nonrecurring Common Expense is anticipated for any year, then the Board may prepare and the membership approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate special assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. Any such separate special assessment shall be subject to the affirmative vote of at least two-thirds (2/3) of the total membership present, in person or by proxy (see Article I, Section 6, Paragraph 2) at a meeting specially called for approving such separate special assessments. (See amendment p. 2A)

SECTION 5. CAPITAL EXPENDITURES. The Board shall not approve any capital expenditure in excess of the amount stated in Article II, Section 8, Paragraph (e), nor enter into any contract for more than one (1) year without the prior approval of one-half (1/2) of the members, present in person or by proxy. (See amendment p 2A)

SECTION 6. RECORDS AND STATEMENT OF ACCOUNT. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payments may be approved in such manner as the Board may determine, within aforementioned limitations.

The Board shall, upon receipt of ten (10) days written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Unit Owners shall be permitted to inspect the financial books and records of the Association at any reasonable time or times, and for any proper purpose, within seventy-two (72) hours after receipt by the Association of a written request for examination thereof. No Unit Owner shall be denied such a request to examine the records as provided above. (See amendment page 2A).

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SECTION 7. DISCHARGE OF LIENS. A Unit Owner is not authorized to act in any manner so as to cause any purported mechanic's lien to be asserted against a Common Element. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Common Elements, rather than against a particular Unit only. When less than all the Unit Owners are responsible for the existence or assertion of any such lien, the Unit Owners responsible shall be jointly and severally liable to the Association to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien. Nothing herein shall be deemed an authorization to a Unit Owner to cause any such lien to attach to a Common Element.

SECTION 8. HOLDING OF FUNDS. All funds collected (except for such separate assessments as may be levied against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be held, in trust, for the benefit, use and account of all the members.

ARTICLE V

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Use and Occupancy Restrictions

SECTION 1. GENERAL. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgement of the Board, cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit and Limited Common Elements appurtenant thereto, in good condition and in good order and repair at his own expense, and shall not do or allow anything to be done in his Unit or Limited Common Elements appurtenant thereto which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements.

SECTION 2. COMMON ELEMENTS. Land owned or held by the Association for the benefit of its members. (See amendment p. 2A)

SECTION 3. TRASH. Trash, garbage and other waste shall be kept only in sanitary containers as stated by Mount Prospect Village Law and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

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ARTICLE VI

Contractual Powers

No contract or other transaction between this Association and one or more of its directors or between this Association and any corporation, firm or association in which one or more of the directors of this Association are directors, or are financially interested, shall be void or voidable because such director or directors are present at any meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and is noted in the minutes, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

(b) the contract or transaction is just and reasonable to the Association at the time it is authorized or approved.

92167559 Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves, or ratifies such a contract or transaction.

ARTICLE VII

Amendments

These By-Laws may be amended or modified from time to time by approval of not less than two-thirds (2/3) of the total membership voting in person or by proxy at any Special Meeting with a minimum of twenty (20) days notice, or at the Annual Meeting. In either case, advance written explanation of issues to be considered must be delivered within time limits outlined in Article I, Section 5, stating time and place of said meeting and the matters to be considered. (See amendment page 2A)

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Indemnification Against Third Party Action

(Protection of Officers when Acting for the Benefit of the Association)

SECTION 1. GENERAL. The Association shall indemnify any person who was or is a party, or is threatening to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a member of the Board or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorneys' fees), judgements, fines, and amounts paid in settlement actually and reasonable incurred by or imposed on him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which is reasonable believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Indemnification Against Association Action

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The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgement in its favor by reason of the fact that he is or was a member of the or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association against expenses (including attorneys' fees) actually and reasonable incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

SECTION 2. SUCCESS ON MERITS. To the extent that a member of the Board, or an officer of the Association, or a member of any committee, appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonable incurred by him in connection therewith.

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SECTION 3. DETERMINATION OF RIGHT OF INDEMNITY. Any indemnification under Section 1 shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board, or the officer, or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made: (1) by the Board, by a majority vote of a quorum consisting of those directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, then by independent legal counsel in a written opinion; or (3) by a majority of the members of the Association.

SECTION 4. ADVANCE PAYMENT. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of a sworn promise to repay by or on behalf of the member of the Board, or the officer, or the members of such committee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

SECTION 5. FUNDING. The Association shall have the authority to, and if necessary, shall raise by separate assessment any sums required to discharge its obligations under this Article.

SECTION 6. NON-EXCLUSIVITY. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The foregoing right of indemnification shall continue as to a person, who has ceased to be a member of the Board, or an officer, or a member of such committee, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

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The Association shall maintain and manage, among other things, those easements, rights, and duties set forth in the Declaration of Easements for Ingress, Egress, Driveways, Parking and Party Walls, Document No. 22-176-857, recorded in the Cook County Recorder's Office. Further, the Homeowners Association By-Laws hereby adopts the Illinois Condominium Property Act as it may be amended from time to time, except where any portion may be excluded or substituted by these By-Laws.

SECTION 4. SUPPLEMENTAL BUDGET. In the event that during the course of any year, it shall appear to the Board that the monthly dues, determined in accordance with the annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or in the event any non-recurring Common Expense is anticipated for any year, then the Board shall prepare and submit to the Voting Membership a supplemental budget as provided in Article IV Section 2 covering the estimated deficiency.

SECTION 5. CAPITAL EXPENDITURES. The Board shall not approve any capital expenditure in excess of the amount stated in Article II, Section 8, paragraph (e), nor enter into any contract for more than two years without the prior approval of one half (1/2) of the voting members present in person or by proxy at a specially called meeting.

SECTION 6. (Paragraph 3) RECORDS AND STATEMENT OF ACCOUNT. Unit Owners shall be permitted to inspect the financial books and records of the Association at any reasonable time or times and for any proper purpose, within thirty (30) days after receipt by the Association of a written request for examination thereof. No Unit Owner shall be denied such a request to examine the records as provided above.

SECTION 9. DEFINITIONS. "Assessments" and "Special Assessments" as defined by The Illinois Condominium Property Act, shall be called, respectively, "Dues" and "Special Assessments" for the purposes of usage in this document.

SECTION 10. RESERVES. It is required to have funds available in reserve, in the amount of 2/3 of the current operating budget.

ARTICLE V

SECTION 2. COMMON ELEMENTS. Land owned by the Association or individuals which is intended for use by all; sidewalks, driveways, easements, parking lots, and party walls and any other commonly used areas; or land maintained by the Association for the benefit and use of all members.

ARTICLE VII

These By-Laws may be amended or modified from time to time subject to prior approval of the Board and further adopted by a majority of the Voting Membership present or represented by proxy at a meeting called with fifteen (15) days written notice, or at the annual meeting. Advance written explanation of the issues to be considered must be delivered within time limits outlined in Article I, Section 5, stating time and place of said meeting and the matters to be considered.

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AMENDMENTS TO BY-LAWS

ARTICLE I

SECTION 9. ABSENTEE BALLOT. All members in good standing may cast an absentee ballot when unable to attend a meeting in person. This ballot must describe the specific issue(s) and the member's vote on it (them). It must contain the unit owners unit number, name, address, signature and date.

ARTICLE II

SECTION 8 (e) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefore, and to approve payment vouchers, or to delegate such payment approval to the Association's designated agents, within the framework of the approved Association budget.

ARTICLE IV

SECTION 1. ANNUAL BUDGET. (Paragraph 2) Approval should be by the membership at an annual meeting for approval of the budget. A quorum must be present in person, by proxy, or by absentee ballot. The estimated budget may be passed by a majority of those present and eligible to vote.

SECTION 2. DUES. It is the responsibility of the officers to present a budget to the membership which was prepared by a committee composed of at least one officer and such committee members as may be selected by the Board. The Board shall furnish to each unit owner a copy of this proposed budget at least fifteen days prior to adoption by the majority of the voting membership attending or represented by proxy at a called meeting for the purpose of adopting a budget. Each Unit Owner shall pay, as his respective monthly dues for the Common Elements, one twelfth of that proportional share of the common expenses for such year, as shown by the annual budget. In the event that the Unit Owners shall not approve an estimated annual budget, or shall be delayed in doing so each unit owner shall continue to pay, each month, the amount of his respective monthly dues as last determined. Each unit owner shall pay his monthly dues on or before the first day of each month to the Treasurer, or as may be directed otherwise by the Board. Unit Owners not paid by the twentieth of the month are subject to a one point five (1.5%) percent late charge, imposed on a cumulative basis each month. In the event of legal and filing fees, necessary to collect said dues, each unit owner shall be responsible for any and all such expenses. No unit owner shall be relieved of his obligation to pay his dues and assessments for the Common Elements by abandoning, renting, or not using his unit, the Common Elements, or the Limited Common Elements.

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