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DECLARATION OF PARTY WALL RIGHTS, COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
THE WOODLANDS II TOWNHOMES ASSOCIATION

10/1/92

THIS DECLARATION of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for THE WOODLANDS II TOWNHOMES ASSOCIATION (the "Declaration") made this 28th day of February, 1992, Cole Taylor Bank, not individually, but as Trustee under Trust Agreement dated August 13, 1986, and known as Trust No. 4612 (the "Declarant"):

RECITALS

(A) Declarant is the record owner of certain real estate in the development area commonly known as THE WOODLANDS II SUBDIVISION in the Village of Midlothian, County of Cook, and State of Illinois, which is legally described in Exhibit "A" attached hereto (the "Existing Property").

(B) McDonnell Development Co., an Illinois corporation, is the Developer herein ("Developer").

(C) Developer intends to develop and improve the Existing Property with dwellings, together with walkways, parking areas, and other improvements for the common use and enjoyment of the owners, occupants and invitees of said dwellings.

(D) Developer intends to submit the Existing Property to the provisions of this Declaration and to form an Illinois not-for-profit corporation known as THE WOODLANDS II TOWNHOMES ASSOCIATION, for the purpose of owning, maintaining and administering certain portions of the Property (as defined herein) and the facilities and improvements thereof, as hereinafter provided.

NOW, THEREFORE, Declarant hereby declares that all of the Existing Property shall be held, sold and conveyed subject to the following party wall rights, covenants, conditions, easements and restrictions, all of which shall run with the land and shall be binding on all parties having or acquiring any rights, title and interest therein or any part thereof, and shall inure to the benefit of each Owner thereof.

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ARTICLE I

DEFINITIONS

The following words when used in this Declaration or in any Supplementary Declaration (as defined herein) shall, unless the contents shall prohibit, have the following meanings:

1.01 Access Area. The unenclosed sidewalks from time to time or at any time located or constructed to service the Units and utilized for ingress, egress and access to, from, and through the Property.

1.02 Association. The Woodlands II Townhomes Association an Illinois not-for-profit corporation, its successors and assigns.

1.03 Board. The Board of Directors of the Association.

1.04 Common Area. Common Area shall mean all portions of the Property intended for the common and exclusive use and enjoyment of all members of the Association and such uses thereto by way of easement or other grant as may be granted for the common and exclusive use and enjoyment of the Owners. The Common Area is hereafter legally described in Exhibit "A" attached hereto and by this reference made a part hereof and shall include such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Common Area shall generally include open space, driveways, walkways and green areas, and shall not include the Units.

1.05 Limited Common Elements. Those portions of the Common Elements contiguous to and serving exclusively a single unit or adjoining unit, including, but not limited to wood decks, patios, fences and other structures to the extent that such lie(s) outside Unit boundaries.

1.06 Declarant. Cole Taylor Bank, not individually, but as Trustee as aforesaid.

1.07 Developer. McDonnell Development Co., an Illinois corporation, its successors and assigns.

1.08 Existing Property. The real estate described in Exhibit "A", attached hereto.

1.09 First Mortgage. A bonafide lender holding a validly recorded mortgage or trust deed on a lot or the Common Area which mortgage or trust deed was recorded prior in time to all other mortgages or trust deeds against said lot or Common Area.

1.10 Unit. Unit shall mean a residential lot containing a townhome unit consisting of a group of rooms which may be attached to one or more other townhome units by common party wall and which

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are designed or intended for the exclusive use as living quarters by an owner, as hereinafter defined, as located upon the Property.

1.11 Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, as hereafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the beneficiaries of the Declarant to the extent of the number of Units owned by Declarant and also includes the interest of said beneficiaries or of Declarant as contract seller of any unit.

1.12 Plat. The recorded Plat of The Woodlands II Resub-division, as recorded in the office of the Recorder of Deeds of Cook County, Illinois

1.13 Property. Property shall mean and refer to that certain real estate described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Property shall not include the Units once they are conveyed to an owner.

ARTICLE 2

MEMBERSHIP AND BOARD OF DIRECTORS

2.01 Membership. Every owner of a Unit shall be a member of the The Woodlands II Townhomes Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.

2.02 Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Unit such member owns, provided that in no event shall more than one (1) vote be cast with respect to any Unit. If more than one person is the record owner of any Unit, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Unit shall be exercised as such Owner of that Unit shall designate. Such designation shall be made in writing to the Board (as defined herein) or in such other manner as may be provided in the by-laws of the Association attached hereto as Exhibit "C" (the "By-Laws"). Developer shall designate the person who shall exercise the voting rights with respect to the Units owned by Declarant.

2.03 Board of Directors. The Association shall be governed by a Board of Director (the "Board") comprised of not less than three (3) persons, duly appointed or elected as provided herein and in the By-laws; provided, further, that in no event shall the number of persons comprising the Board exceed five (5). Except for directors appointed by Developer, all directors shall be members of the Association. The Board shall govern the Association in the

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exercise of the rights of the Association and performance of the Association's obligations in accordance with the terms and provisions of this Declaration and the By-laws, as amended from time to time. Prior to the appointment of the first Board, the Developer shall exercise all rights, powers and privileges and act in the capacity of the Board and may perform all its functions as set forth in this Declaration and in the By-laws.

2.04 Appointment of Directors by Developer. Notwithstanding anything in this Declaration or the By-laws to the contrary, the first and each subsequent Board shall consist of, and vacancies on the Board shall be filled by, such persons as Developer shall from time to time appoint, who may, but need not be, members of the Association, until the first to occur of any one of the following events: (a) The expiration of Ninety (90) days after the sale and transfer of title by Declarant of Seventy-five (75%) per cent of all units; (b) within three (3) years of the recording of this Declaration; or (c) Developer, by written notice to the Association and all unit owners, voluntarily elects to release its rights to appoint all members of the Board. Without the proper written consent of Developer, neither the Articles of Incorporation of the Association, nor the By-laws shall be amended, modified or changed to, in any way, diminish the authority of the Board while the Developer has the right to appoint any members of the Board. Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining members of the Board for the period hereinabove specified. All directors not appointed by Developer shall be elected as hereinafter provided.

2.05 Election of Directors by Members. Upon termination of Developers' right to appoint any or all of the directors as provided in the preceding paragraph, those directors not subject to appointment by Developer shall be elected by the members of the Association at a meeting called by the President of the Association, by Developer, or by any three (3) members of the Association. Such meeting shall be called by notice sent in accordance with the By-laws.

2.06 Director and Officer Liability. Neither the directors, nor the officers of the Association, shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in the capacity of such directors or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to third parties arising out of the contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers, unless any such contract or act shall have been made fraudulently or with gross negligence. The

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foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to: (a) any matter as to which any such persons shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer.

2.07 Governing Law. Except as otherwise provided in this Declaration, the Association, its Board, the officers and members of the Association, shall be governed by the Illinois general Not-For-Profit Corporation Act.

ARTICLE 3

EASEMENTS AND PROPERTY RIGHTS

3.01 Easements of Use and Enjoyment. Declarant hereby grants a perpetual, non-exclusive easement, over and upon the Common Area for the benefit of the Property, and every Owner shall have a right and easement, of use and enjoyment and a right of access to and of pedestrian and vehicular ingress and egress on, over, across, in upon and to the Common Area, and such right of easement shall be appurtenant to and shall pass with title to every Unit, subject to the rights of Declarant and Developer reserved in this Declaration, and the rights of others granted in this Declaration and the following rights of the Association exercised in the manner provided in the By-laws:

(a) To adopt rules and regulations governing the use, operation and maintenances of the Common Area.

(b) To borrow money for the purpose of improving the Common Area and facilities located thereon and with respect to any recreational facilities comprising a part of the Common Area in aid thereof to mortgage that part of the Common Area, provided that the rights of any such mortgagee in and to the Common Area and facilities located thereon shall, in the event of default, be limited to a right, after taking possession of such properties, to charge admission and other fees for the use and enjoyment by the Owners of any recreational facilities which may be situated thereon until the mortgage debt is satisfied,

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whereupon the possession of such properties shall be returned to the Association and all rights of the Owners hereunder shall be fully restored. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board, by a majority of the members of the Association, other than Declarant, voting at a general or special meeting duly called and held in accordance with the By-laws, and by the First Mortgagees as provided in Section 8.01; provided that as long as Declarant owns one or more Units, Developer's written consent to any such mortgage shall also be required.

(c) To dedicate or transfer all or any part of the Common Area, or any utility system thereon, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members provided that as long as the Developer has the power to appoint any director of the Association, such instrument must also be signed by Developer.

(d) To pay for, out of the assessment funds, all taxes and assessments, and other liens and encumbrances which shall be properly assessed or charged against the Common Area.

3.02 Easements of Access.

(a) Every Owner is hereby granted and reserved a perpetual non-exclusive easement for the purpose of reasonable ingress and egress from his Unit to, through and from all public and private ways which adjoin the Property through, over and across the Access Area; provided, however, that no Owner may remove, relocate, or cause to be removed or relocated, any portion of the Access Area now or hereafter located upon his Unit.

(b) The Association, Declarant, and Developer, and each of them, is hereby granted and reserved perpetual non-exclusive easements to, through, over and across the Property for the purposes of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by any of them pursuant to any provision of this Declaration.

3.03 Municipal Service Easements. Declarant hereby grants a perpetual non-exclusive easement to the Village of Midlothian over the Property to enforce all applicable laws, ordinances and regulations and for the purpose of providing police and fire protection and such other municipal services as the Association may request and the Village of Midlothian may agree to furnish.

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3.04 Implied Easements. Declarant hereby acknowledges that, due to the length and complexity of this Declaration, certain omissions may have occurred in connection with the grants of various easements, including, but not limited to, those for access, ingress and egress, use and enjoyment, utilities, light and air, support and maintenance. Therefore, Declarant hereby grants any easement omitted herein, which easement is reasonably implied from, and by the provisions and scheme of this Declaration, and is reasonably necessary for the purpose of furthering the beneficial purposes and intentions of Declarant as expressed in this Declaration.

3.05 Encroachments. In the event that (a) by reason of design, construction, location, repair, settlement, shifting or movement, any dwelling or other improvement as originally constructed by Developer on any Unit or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Unit or upon the Common Area, or (b) by reason of such design, construction, location, repair, settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of the design or construction of utility, ventilation and exhaust systems, as originally constructed by Developer, any mains, pipes, ducts or conduits servicing any Unit or more than one Unit, encroach or shall hereafter encroach upon any part of any Unit, or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Unit or Common Area to maintain, repair and replace such encroachment are hereby established and shall exist for the benefit of such Unit or the Common Area, as the case may be, so long as such dwelling or other improvement shall remain standing; provided, however, that if any such dwelling or other improvements is partially or totally destroyed and thereafter repaired or rebuilt the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provide further that in no event shall a valid easement for any encroachment or use of the Common Area be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Common Area by another or if it occurred due to the willful conduct of any Owner.

3.06 Transfer of Common Area to Association. Declarant will convey to the Association and the Association shall accept the Common Area herein described and any additions thereto, together with such facilities and improvements as the Developer may elect to install thereon and subject to such easements as the Developer may cause to be placed thereon, and at such time or times as the Developer shall determine, provided that all Common Areas shall be conveyed to the Association by the date upon which developer shall cease to have the right to appoint one or more members of the Board.

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At the time of any such conveyance to the Association, the Association shall assume and agree to perform the obligations of Declarant, Developer and the Association under this Declaration with respect to the property so conveyed.

Such conveyance of the Common Area to the Association and easements created thereon shall be made with the approval of the Village of Midlothian and shall be in conformity with all applicable governmental laws, ordinances and regulations.

3.07 Agreement for Grant of Easements. In the event, at any time after the recording of this Declaration, Declarant or Developer shall deem it necessary to do so, Declarant may (a) reserve or grant easements for the benefit of the Existing Property in, over, under, to and across the Property for the installation, construction and maintenance of any and all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated equipment for the provision of utilities services for the existing property, including without limitation, those for the transmission and distribution of water, electricity, gas telephone, sewage, drainage, cable or satellite television; and (b) dedicate any portion of the Common Area to any public or quasi-public utility or to any governmental authority for the installation, construction and maintenance of any such utilities and for ingress and egress thereto. For so long as Declarant owns a Unit subject to the terms hereof, Developer shall have the right to connect to all utilities serving the Property.

3.08 Rights of Occupants. All persons who reside in a Unit shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Unit.

3.09 Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors or assigns, and any Owner, purchaser, mortgagee or other person having an interest in the Existing Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, or trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

3.10 No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Property to or for any public use or purpose whatsoever.

3.11 Certain Rights Reserved to Developer. The right is reserved by Declarant for Developer, or its agents, to place and

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maintain on the Property all models, sales offices, advertising signs and banners and lighting in connection therewith, and other promotional facilities at such locations and in such forms as shall be determined by Developer. There is also reserved to Developer, its agents and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Property. Declarant also reserves the right for Developer to maintain on the Property without charge: (a) a general office for the purpose of exercising the development and management rights; and (b) appropriate permanent and transient parking facilities for the employees of Developer and of Developer's agents and for prospective purchasers of lots in the Property. Developer's aforesaid reserved rights shall exist at any time Developer is engaged in the sale or leasing of lots on the Property, and no charge shall be made with respect thereto. In connection therewith, Declarant hereby reserves for the benefit of Developer, a non-exclusive easement to, through, over and across the Property for the purpose of exercising the rights reserved to Developer pursuant to this Declaration. Such rights of the Developer shall continue until the sale or rental of all Units located on the Property, by written notice to the Association, elects to terminate such rights prior to such date. All rights and easements created by this Declaration are subject and subordinate to the development rights of Developer, whether or not inconvenience to any Owner shall result therefrom; provided, however, that Developer shall not exercise any of such rights in a manner so as to prevent the exercise of the rights of use and enjoyment of the Common Area.

ARTICLE 4

OBLIGATIONS OF ASSOCIATION AND OWNERS WITH RESPECT TO MAINTENANCE AND ADMINISTRATION OF THE PROPERTY AND UNITS

4.01 Association's Obligations. In addition to all other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and Units respectively, the cost and expense of which shall be paid for by the Association from assessment funds:

Common Area. The Association shall determine the need for and may carry out or cause to be performed all maintenance and repair to the exteriors of the Units, including without limitation, all roofs, gutters and downspouts made necessary and desirable in the discretion of the Association as a result of natural or ordinary wear and deterioration. In addition, the Association shall determine the need for and shall carry out or cause to be performed all such maintenance and repair of all water, sewer, gas, telephone, and electrical lines in, upon or under the Common Area, provided that such repair or maintenance is not the responsibility of some other jurisdictional agency; but, this shall not include the maintenance

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and repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances, glass surfaces, patio areas, patio windows and doors, electrical fixtures, air conditioners and compressors, or any other portions of the unit which services only one Unit or the interior of any Unit or portion thereof. In the event the need for maintenance or repair is caused through the wilful or negligent act of the Owner, his family, guests or invitees the cost of such maintenance or repair shall be added to and become a part of the assessment to which Unit is subject.

The Association shall be responsible for all landscape aspects of the Common Area. This shall include lawn cutting, fertilization, leaf removal, shrub and tree care, replacement or removal. Landscaping, plants, shrubs, flowers, containers, pots and exterior ornamentation within the Unit lot, and in or on Limited Common Elements shall be subject to approval of the Board.

The Association shall pay, as agent and on behalf of the Owners and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the Common Area or any part thereof.

All water bills, whether metered to a specific unit or otherwise, shall be paid by the Association.

The Association shall have the right to draw water from individual Units as required for the efficient performance of its duties hereunder.

Units.

(a) The Association shall provide normal and customary exterior maintenance of each unit without special charge to the Owner as follows:

1. Repair and replacement of roofs, flashing on roofs, gutters, and rear privacy fences, only when necessary due to ordinary wear and deterioration.

2. Painting of gutters and downspouts.

3. Repair and replacement of roof vents, chimneys and skylights when necessary due to ordinary wear and deterioration.

(b) The Association may at its discretion provide maintenance for the following items with or without special charge to Owners:

1. Planting or replacement of trees, grass and shrubs on the Unit itself;

2. Care of trees and grass unless surrounded by landscaping on the Unit in such a manner as to preclude convenient access by large equipment.

3. Repair and replacement of front and rear stoops.

4. Painting and repair of exterior walls of the Units.

5. Repair and maintenance of patios, decks, fences or other homeowner installed improvements.

6. Repair and maintenance of gas, electric, sewer and water lines from the Main to the Unit building.

7. Repair and maintenance of walks and driveways, including snow removal.

8. Care of trees, grass and shrubs situated on the Unit.

(c) The cost of exterior maintenance, which by the terms of this Declaration the Association is required to furnish (or in its discretion decides to furnish), shall be paid for with funds from the assessments to which each Unit is subject under the provisions of Article V, Sections 5.03 or 5.04.

If the Association furnishes maintenance with respect to a Unit at the written request of an Owner other than that required by this Declaration, the Association may require such Owner to pay the cost thereof. Discretionary maintenance provided by the Association shall be paid for as the Association determines.

(d) For the purpose solely of performing the exterior maintenance required or authorized by this Article, the Association, through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day. Landscaping and snow removal work shall not require prior notice.

(e) The foregoing services provided by the Association with respect to exterior surfaces of an Owner's Unit, shall be limited to normal wear, tear and deterioration. The Owner shall be solely responsible for all exterior repair and replacement, as well as all interior and structural repair and replacement, occasioned by negligence or insurable casualty as hereinafter provided. In the event the Owner shall fail to promptly perform the repairs and

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replacements occasioned by negligence or insurable casualty, the Association may (but shall not hereby be required to) effect such repairs and replacement, and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in this connection, including the right to receive applicable insurance proceeds. Each Owner shall keep the Unit now or hereafter insured against loss or damage by fire, lightning and windstorm under policies issued by a Company or Companies approved by the Board of Directors, and providing for payment of monies sufficient to cover the full cost of replacing or repairing the same under insurance policies payable, in case of loss or damage to the Owner or to the Association, as their interest may appear, and shall deliver to the Association evidence of such insurance and the renewal thereof from time-to-time upon request. If, in such circumstances, the Association shall elect to undertake such repairs and replacements, the Association shall have the right, through its agents, employees and independent contractors, to enter upon the Unit and both the exterior and interior of the Unit situated thereon to the extent necessary for the aforesaid purposes, and shall not be guilty of any trespass.

4.02 Owner's Obligation: Each Owner shall have the obligation to maintain in good condition and repair his glass surfaces, windows, front entry doors, electrical service and fixtures, and garage doors. Upon the failure of any Owner to maintain those areas not the maintenance responsibility of the Association, the Association through its agents and employees is hereby granted the right to enter upon the Unit and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Unit in the same manner as provided in Article 6 for nonpayment of maintenance assessments. Notwithstanding anything herein to the contrary, the Association may elect, through its agents and employees, to perform any or all of the obligations imposed on each Owner, and provided any such obligation is performed uniformly amongst all Units, the costs thereof may be paid for by the Association from its operating budget.

Each Owner shall be responsible for the cost of maintenance, repair and replacement of such exterior surfaces, walks and landscaping on his Unit or Limited Common Elements resulting from causes other than normal wear and tear, including, without limitation, damage caused by acts of God or other hazards (whether or not covered by insurance) or by the negligence or wilful and wanton conduct of the Owner or any other person (except the Association shall be liable for any damage to a Unit or any improvements thereon caused by the negligence or wilful, wanton or intentional acts of an employee, agent or independent contractor of the Association while acting for or on behalf of the Association). In the event any Owner shall fail to perform any of the foregoing obligations, the Associa-

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tion, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternate remedies, shall have the right (but not the obligation), through its employees and agents or through independent contractors, upon reasonable notice, or in the case of any emergency, without notice, to enter upon any Unit and, if re-quired, into any Unit, to repair and maintain the Unit and the im-provements situated thereon. Each Owner, by acceptance of a deed for this Unit, hereby covenants and agrees to pay the Association the cost of such repairs and maintenance, upon demand, and the Asso-ciation shall have a lien upon said Unit enforceable in the manner and to the extent herein set forth in this Declaration and the fail-ure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. The Association shall be responsible for and shall repair any damage caused by it in the exercise of its rights hereunder.

4.03 Limited Common Elements. The Association shall have the responsibility for replacement of improvements on the Limited Common Elements. Everyday repair and maintenance of these Limited Common Element improvements shall be the responsibility of the Unit owner directly benefiting from the improvement. Upon the failure of any Owner to maintain those areas, though not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter upon the Unit and make such reasonable repairs, maintenance, rehabilita-tion or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Unit in the same manner as provided in Article V hereof for nonpayment of maintenance as-sessments. (The care and maintenance of grass and other landscape features on the Unit itself may, in the Association's discretion, be left to the Unit Owner.)

4.04 Maintenance of the Common Area Prior to Conveyance to Association. Notwithstanding the retention by Declarant of title to all or any portion of the property designated as Common Area, the Association shall pay or reimburse the Developer for all real estate taxes and all other costs and expenses arising out of or incident to the ownership, maintenance and repair of such portion of the Common Area that is available for use by the Owners to the same extent as such costs and expenses would be the obligation of the Association if it were the record owner thereof.

4.05 Repair and Reconstruction. In the event of damage to or destruction of any dwelling or other improvement installed by Developer on any Unit, the Owner or Owners from time-to-time of any such improvement may covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable with those used in the original structure, and shall conform in all respects to the laws/ordinances regulating the construction of such structures in force at the time of such repair or reconstruction.

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The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design in conformance with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within a reasonable time after such damage or destruction occurs, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as his personal obligation and shall be a lien on his Unit.

4.06 Condemnation. In the case of a condemnation or taking by eminent domain (a "taking") by competent authority of any part of the Common Area, the Association shall, if necessary, restore the improvements in the remaining portion of the Common Area to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking. Any proceeds or awards made to the Association in connection with any such taking shall be applied first to the cost of any restoration, with the balance of the proceeds awarded in such condemnation to be paid to the Association and said proceeds, together with any Capital Reserves being held for such part of the Common Area shall, in the discretion of the Board, either (i) be applied to pay the assessments levied by the Association, (ii) be distributed to the Owners and their respective mortgagees, as their interest may appear, in accordance with their respective interest in the Common Area, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the Association and recorded.

ARTICLE 5

COVENANT FOR ASSESSMENTS

5.01 Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Unit (excluding Declarant), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association, for each Unit owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Unit against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Unit at the time when such assessment fell due.

5.02 Purpose of Assessment. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, without limiting the foregoing, for main-

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tenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, repair and replacement of portions of the Units and the exterior surfaces of certain improvements thereon, as hereinabove provided, and for otherwise carrying out the duties, commitments and obligations of the Board and of the Association, as stated herein and in the Articles of Incorporation and By-laws.

5.03 Assessment Procedure -- Annual Assessments.

(a) Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing calendar year which shall include estimated cost expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements in the Common Area and those portions of the Units for which the Association is responsible, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before January 1, of the ensuing year, each Owner, jointly and severally, shall be personally liable for and obligated to pay the Board or as it may direct, the proportion of the assessment made pursuant to this Section. On or before April 15, of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting of actual expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the next monthly installment due under the current year's estimate, until exhausted, and one-third (1/3) of any net shortage shall be added to the installments due in each of the succeeding three (3) months after rendering of the account. Such adjustment shall be allocated among the Units that were subject to assessment during the prior year in the proportion that the annual assessment against each Unit during the year bears to the annual assessment against all the Units during that year.

(b) If said annual assessments prove inadequate for any reason, including non-payment of any owner's assessment, the Board, may, subject to the limitations on the use of capital reserves, charge the deficiency against existing reserves, or may levy a further assessment which

shall be assessed equally against all Units subject to assessment. The board shall serve notice of such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than fifteen (15) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

(c) When the first Board elected hereunder takes office, it shall prepare a budget for the period commencing thirty (30) days after said election and ending on December 31, of the year in which said election occurs. Monthly assessments shall be levied against all Units subject to assessment during said period as provided in Section 5.01 hereof.

(d) The failure or delay of the Board to prepare or service the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5.04 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or purchasing a specified capital improvement upon or to the Common Area, and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-laws, any such assessments which in one year exceed \$1,000.00 shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by members at a general or special meeting duly called for that purpose or, in lieu of such members' meeting, by an instrument signed by the members owning two-thirds (2/3) of the Units. Special assessments levied hereunder shall be due and payable at such time or times, and in such manner as shall be fixed by the Board, or, where applicable, as approved by the members and shall be used only for the specific purpose for which such assessment was levied.

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5.05 Capital Reserves. To the extent the annual budget includes an amount specifically designated as an assessment reserve, each Owner shall, as to each installment of annual assessment paid by him, be deemed to have made a non-refundable capital contribution to the Association in the proportion that the amount of such designated capital reserve bears to the total annual budget. Such

proportion of each annual assessment installment paid to the Association shall be segregated and maintained by it in a special capital reserve account to be used solely for making major repairs and replacements to the Common Area, to those portions of the Units and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

5.06 Initial Capital Contribution. At each closing of the sale of a Unit by the Declarant after the recording of this Declaration, the Owner purchasing such Unit will be required to make a capital contribution to the Association in an amount equal to twice the monthly installment of the annual assessment for such Unit then in effect. Such payment shall be held and used by the Association as a working capital reserve.

5.07 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments which require approval of the members shall be sent to all members not less than fifteen (15) days, nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting members, in person or by proxy, having sixty percent (60%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.08 Uniform Assessments. Both annual and special assessments must be fixed at a uniform rate for all Units, provided that no Unit owned by the Declarant shall be subject to assessment unless the dwelling thereon is completed and is occupied.

5.09 Commencement of Annual Assessments. Annual assessments shall commence upon conveyance of the first Unit by Declarant after the recording of this Declaration.

5.10 Assessments in First Year. Notwithstanding the foregoing, for the period ending one year from the date annual assessments commence, the monthly assessment for each Unit subject to assessment hereunder shall be established by the Developer. The Developer shall pay to the Association the amount, if any, by which actual operating expenses during that one-year period exceed the aggregate of the assessments established and received from Owners (excluding Declarant), pursuant to this paragraph. Actual operating expenses means those expenses actually incurred that are reasonably necessary to normal maintenance and operation of the Common Area and of those portions of the Units and the improvements thereon which the Association is to provide, and does not include capital expenditures, reserves, prepaid items, inventory items or similar expenses to the extent attributable to any subsequent period.

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5.11 Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the rate of eighteen (18%) percent per annum. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid installments, together with interest, costs and attorney's fees as above provided, shall be and become a lien or charge against the delinquent Owner's Unit when payable and may be foreclosed by any action brought in the name of the Association.

5.12 No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by any act or omission, including without limitation non-use of the services provided by the Association, the Common Area or abandonment of his Unit.

5.13 Subordination of the Lien or Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Unit by a bonafide lender. Each holder of a first mortgage on a Unit who obtains title or comes into possession of that Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments, or charges which have accrued prior to such acquisition of title or possession.

ARTICLE 6

INSURANCE

6.01 The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and the death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of the Common Area. The Association shall be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable, provided that such policies shall: (i) provide that such policies may not be cancelled

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or substantially modified without at least ten (10) days written notice to the Association, and all mortgagees of record of the Common Area; (ii) provide that all mortgagees of record of the Common Area shall have the right to pay overdue insurance premiums and to obtain new coverage in the event the existing insurance policy lapses; (iii) provide for coverage in the amount of one hundred (100%) per cent of full replacement value; and (iv) contain standard mortgage clause endorsements in favor of the mortgagee(s) of the Common Area, as their respective interests may appear. The Association may also obtain such other kinds of insurance as the Association shall from time-to-time deem prudent and desirable. The Association shall also maintain fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association, naming, as the insured, the Declarant so long as it has an insurable interest, and the Association and written in an amount which is no less than one and one-half (1 1/2) times the insured's estimated annual expenses and reserves. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premium or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record.

6.02 Each Owner shall procure and maintain in full force, at all times, insurance covering his Unit consisting of, or providing all the protections afforded by the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred (100%) per cent of the full insurable value thereof, with loss payable on the basis of the cost replacement without deduction for depreciation less a deductible amount of no more than Five Hundred (\$500.00) Dollars, and naming the Association as a co-insured on each policy. Such insurance shall be written by companies reasonably acceptable to the Association. A Certificate of Insurance evidencing such coverage shall be furnished to the Association, and new certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association, in each case, at least ten (10) days prior to the expiration date of the expiring insurance. In the event the Unit or any portion thereof, shall be damaged or destroyed by fire or other casualty, the Owner shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good as condition as existed immediately prior to such damage or destruction, and in the same architectural style and design as originally constructed, and shall conform in all respects to the law or ordinances regulating the construction or reconstruction. In the event of the total or substantial destruction of all of the Units, the architectural design of the Units, to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof, and in the absence of agreement, the rebuilt Units shall be substantially similar in architectural design as the original Units and shall be constructed of comparable materials.

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6.03 Upon failure of any Owner to procure and maintain the insurance required in Section 6.02 hereof or in the event the Board, in its discretion, determines that the Unit is underinsured, the Board shall have the authority to procure such insurance and/or additional insurance, as the case may be, and the costs thereof shall become a lien upon the assessment parcels in the same manner as provided in Article 5 hereof for non-payment of maintenance assessments.

6.04 All repair, restoration or rebuilding pursuant to the provisions of this Article 6 shall be carried out under such supervision and direction as the Board shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

6.05 In the event of any damage or destruction to the exterior portion of a Unit and the loss is covered by policies of insurance, the Board shall have the authority to settle and adjust any claim under such policies without the consent of the respective Owner.

ARTICLE 7

RIGHTS OF FIRST MORTGAGEES

In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

7.01 Right of Approval. Unless at least seventy-five (75%) per cent of the first mortgagees (based upon one vote for each Unit encumbered by a mortgage) of individual Units ("First Mortgagees") have given their prior written approval, the Association shall not:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Units and the Owners. (The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.)

(b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit and the Owner thereof as provided in Article 5.

(c) By act or omission waive, abandon or materially

change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any dwelling or garage on a Unit, the exterior maintenance of any such dwelling or garage, the maintenance of any such dwelling or garage, the maintenance of party walls or common fences and driveways, or the upkeep of lawn and plantings on the Property.

7.02 Examination of Books and Records. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours.

7.03 Option to Pay Taxes, Insurance Premiums. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

7.04 Notice of Default. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by an Owner in the performance of such Owner's obligations hereunder or under the By-laws or rules and regulations of the Association which has not been cured within thirty (30) days.

7.05 Amendment. This Article 7 may be amended only with the written consent of seventy-five (75%) per cent of the First Mortgagees (based upon one vote for each Unit encumbered by a mortgage).

ARTICLE 8

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Area shall be occupied and used only as follows:

8.01 Residential Use. No part of the Property shall be used for purposes other than housing, parking and related common purposes for which the Property was designed. Each dwelling shall be used as a residence for a single family and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the Board.

8.02 Parking. The outdoor parking areas shall be used for the parking of passenger automobiles, subject to such rules and regulations as the Board may prescribe. No boats, trailers, trucks, motorcycles, motor scooters or other vehicles or property of any kind shall be parked or stored thereon unless permitted by such rules and regulations. Every Owner, occupant and other person shall be responsible for his personal property located or kept in the outdoor parking areas. Neither the Board nor the Association shall be considered the bailee of any such personal property nor shall either

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be responsible for any loss or damage thereto, whether or not due to the negligence of the Board and/or the Association.

8.03 Obstructions. There shall be no obstruction of the Common Area, nor shall ready access to any Unit be obstructed or impeded in any manner.

8.04 Waste. No Owner shall permit anything to be done or kept on his Unit or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed on any Unit or in the Common Area.

8.05 Window Accessories. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, including canopies or awnings, shall be subject to the rules and regulations of the Board.

8.06 Animals. No animals of any kind shall be raised, bred or kept on any Unit or Common Area, except that dogs, cats or other customary household pets may be kept subject to rules and regulations adopted by the Board, provided they are not kept, bred or maintained for any commercial purposes; and provided, further, that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon ten (10) days' written notice from the Board.

8.07 Noxious Activities. No noxious or offensive activity shall be conducted on any Unit or in the Common Area, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Owners or occupants.

8.08 Conduct of Business. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Unit or Common Area; provided, however, that nothing herein shall preclude an Owner from: (a) maintaining a personal professional library on his Unit, (b) keeping his personal business records or accounts on his Unit, or (c) handling his personal business or professional calls or correspondence therefrom.

8.09 Signs. No signs (including without limitation "For Sale" or "For Rent" signs), advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as the Board in its sole discretion, may approve. Notwithstanding the foregoing, the right is reserved by Developer or its agents to place and maintain on the Common Area or any Unit it owns, as long as Developer is engaged in sales or leasing activities in connection with the Property sales, models, a sales or leasing office, advertising signs or banners and lighting in connection therewith, at such locations and in such forms as the

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Developer shall determine. Declarant hereby grants to Developer, its agents and prospective purchasers and lessees, the right of ingress and egress in and through the Common Area and Access Area, for or incident to such sales or leasing purposes and, during construction by the Developer, the right of ingress and egress in and through the Common Area in connection with such construction. The provisions of this paragraph shall inure to the benefit of any assignee of Developer.

8.10 Alterations. Except as constructed or altered by or with the permission of the Developer, nothing shall be altered or constructed in or removed from the Common Area except upon the written consent of the Board.

ARTICLE 9

PARTY WALLS

9.01 Applicable Law. Each wall which is built as a part of the original construction of the dwellings upon the Property and placed on the dividing line between the Units and/or serves two dwellings shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

9.01 Cost of Repair, Maintenance and Replacement. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who made use of the wall, except that the entire cost of repairing damage caused by the negligence or willful act or omission of one Owner shall be paid for by such Owner.

9.03 Damage or Destruction. If a party wall is destroyed or damaged by fire or other casualty any Owner whose Unit is served by such wall may restore it, and the other Owners who shared the use of such wall shall promptly contribute to the cost of restoration thereof equally without prejudice, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful act or omissions.

9.04 Exposure to Elements. Notwithstanding any other provisions of this Article, an Owner who by negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

9.05 Right of Contribution. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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ARTICLE 12

INTERIM PROCEDURE

12.01 Until each of the various Units shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee), the beneficial owner of the Declarant shall, with respect to each such unsold Unit, have all the rights granted to the Owners.

12.02 Until the initial meeting of the Members, the Declarant (or its beneficiaries or designees) may appoint the Board which shall have the same powers and authority as given to the Board generally.

12.03 The powers granted to the beneficiaries of the Declarant by Section 13.02 hereof shall include, without limitation, the power to assess upon and collect from the individual Owners, their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the Association.

ARTICLE 13

GENERAL PROVISIONS

13.01 Management and other Contracts. The Developer hereby reserves the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and its Property during all or any portion of the period Developer has the right to appoint directors to the Board. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party for cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one year period. Any other contract providing for services by the Developer must provide for termination on ninety (90) days written notice and be for a maximum contract term of three years.

13.02 Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorney's fees together with interest thereon at 18% per annum, shall be charged to and assessed against any Owner violating any provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Unit and shall be enforceable as provided in Article 5.

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ARTICLE 10

ARCHITECTURAL CONTROL

10.01 General Review and Approval. No building, fence, patio, wall, deck, porch, antenna, awing or other structure shall be commenced, erected or maintained upon the Property or upon any Unit, dwelling or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, except such as are erected or approved by the Board, until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee failed to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

10.02 Television Antenna. Notwithstanding the provisions of the Section immediately preceding, no outdoor television antenna (including "disc" or free-standing antenna), shall be affixed to or placed upon the exterior walls or roof of any dwelling or other improvement on a Unit or upon any other portion of a Unit, or on any portion of the Common Area, without the prior written consent of the Board or the Developer; provided that, prior to turnover of the Association by the Developer to the Board, an outdoor television antenna and other components or a community antenna television service system may be affixed to or placed upon any Unit or improvement thereon and upon the Common Area by the Developer and no Board or other consent shall be required.

10.03 Fences. Notwithstanding the foregoing, any fence installed upon the Property shall comply with all provisions of applicable law and shall be subject to the approval of the Board as to height, materials, color and design.

ARTICLE 11

LEASE OF UNITS

Any lease agreement between an Owner and a Lessee shall be in writing and shall provide that the terms of such lease are subject to, and such lease shall comply with the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association and that failure by the lessee to comply with the terms of such documents, rules and regulations shall be a default under said lease. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant, to lease any Unit it owns.

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13.03 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions or covenants and the application thereof shall remain unaffected to the extent permitted by law.

13.04 Title in Land Trust. In the event title to any Unit is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trust personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.

13.05 Amendment. Except as provided herein, the provisions of this Declaration may be amended by an instrument executed by Owners of not less than seventy-five (75%) of the Units then subject to the provisions of this Declaration except that: (a) prior to February 1, 1995, no amendment shall be effective without the written consent of Developer; and (b) no provision which affects or relates to the rights, privileges or interest of the Declarant or Developer may be amended without their respective written consents. Notwithstanding the foregoing, Developer reserves the right from time to time as long as Declarant owns a Unit subject to the terms hereof, to amend this Declaration in such manner as may be necessary to correct clerical errors in this Declaration or as may be required by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such organizations, or any institutional lender issuing a commitment to make first mortgage loans covering twenty percent (20%) or more of the Units located in the Existing Property; provided that no such amendment by Developer shall reduce the rights of any mortgagee with respect to any first mortgage on a Unit recorded prior to such amendment, without such first mortgagee's written consent. Further, notwithstanding the foregoing, until Developer ceases to have the right to appoint one or more members of the Board, Developer shall have the right to modify or amend this Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. In furtherance of the foregoing reservation by the Developer, a power coupled with an interest is hereby granted to the Declarant and the Developer, and each of them singly, as attorney-in-fact, to so amend this Declaration and each deed, mortgage or other instrument with

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respect to a Unit and the acceptance thereof shall be deemed a grant and acknowledgement of and consent to such power to each of said attorneys-in-fact and shall be deemed to be reserved to each of them the power to execute and record such amendments. No amendment shall be effective until recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

13.06 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, as shown in the records of the Association at the time of such mailing.

13.07 Binding Effect. The easements created by this Declaration shall be of perpetual duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than seventy-five (75%) percent of the Units has been recorded, agreeing to amend said covenants and restrictions in whole or in part.

13.08 Successors and Predecessors of Declarant or Developer. No party exercising rights as Declarant or Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

13.09 Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successor and permitted assigns of Declarant, Developer and all persons which may have or hereafter obtain any interest in the Existing Property or the Additional Property.

13.10 Trustee Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Declarant or for the purpose or with the intention of binding said Declarant personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Declarant not in its own right, but solely in the exercise of the powers conferred upon it as Trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against Cole Taylor Bank, or any of the beneficiaries under this Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of

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said Declarant in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Declarant will act only on the direction of the beneficiaries.

Signed as of the day and year first above written.

COLE TAYLOR BANK, not individually, but as Trustee aforesaid

By: Lucille C. Hart
Trust Officer (Title)

ATTEST:

By: Constance E. Considine
Land Trust Administrator (Title)

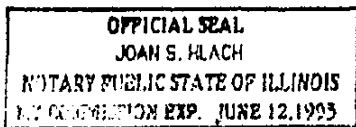
Exoneration provision restricting any liability of Cole Taylor Bank stamped on the reverse side hereof or attached hereto is hereby expressly made a part hereof.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Lucille C. Hart, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lucille C. Hart, as Trust Officer (Title) of COLE TAYLOR BANK, as Trustee under Trust Agreement dated August 13, 1986, and known as Trust No. 4612, and not individually, and Constance E. Considine, as Land Trust Administrator (Title) thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Land Trust Administrator

respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of COLE TAYLOR BANK, for the uses and purposes therein set forth; and the said Land Trust Administrator did also then and there acknowledge that she, as custodian of the corporate seal of COLE TAYLOR BANK, did affix the said corporate seal to said instrument as her free and voluntary act, and as the free and voluntary act of COLE TAYLOR BANK for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of February, 1992.



Joan S. Hlach
Notary Public

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EXCULPATORY CLAUSE

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 be 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 binding 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 liability or personal responsibility is assumed by or shall at any time be asserted or enforced against Cole Taylor Bank or any of the beneficiaries 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, in any, being expressly waived and released.

COLE TAYLOR BANK

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EXHIBITS

- Exhibit A -- Legal Description of Existing Property
- Exhibit B -- By-Laws of THE WOODLANDS II TOWNHOMES ASSOCIATION

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EXHIBIT A

EXISTING PROPERTY

The Woodlands II Resubdivision of the West 357.52 feet of Lot 3 (except the North 33 feet thereof) in Cross Subdivision of the North 1/2 of the East 1/2 of the North East 1/4 of Section 9, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

BY-LAWS

THE WOODLANDS II TOWNHOMES ASSOCIATION

An Illinois Not-For-Profit Corporation

ARTICLE I

NAME OF CORPORATION

The name of this corporation is THE WOODLANDS II TOWNHOMES ASSOCIATION (the "Association").

ARTICLE II

DEFINITIONS

All terms used herein shall have the meanings set forth in the Declaration, including, without limitation:

2.01 Board: The Board of Directors of the Association.

2.02 Common Area All portions of the Property intended for the common and exclusive use and enjoyment of all members of the Association and such uses thereto by way of easement or other grant as may be granted for the common and exclusive use and enjoyment of the Owners. The Common Area is legally described in Exhibit A attached hereto and by this reference made a part hereof and shall include such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Common Area shall generally include open space, driveways, walkways and green areas, and shall not include the Units.

2.03 Declarant: Cole Taylor Bank, not individually, but as Trustee under Trust No. 4612.

2.04 Declaration: The Declaration of Party Wall Rights, Covenants, Conditions, Easements and Restrictions for The Woodlands II Townhomes Association dated February 3, 1992, in the Office of the Recorder of Deeds of Cook County, Illinois, and as may be amended from time-to-time.

2.05 Developer: McDonnell Development Co., an Illinois Corporation, its successors and assigns.

2.06 Existing Property: The real estate described in Exhibit A of the Declaration.

2.07 Unit. Unit shall mean a residential lot containing a housing unit consisting of a group of rooms which may be attached to one or more other Units by common party wall and which are de-

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signed or intended for the exclusive use as living quarters by an Owner, as hereinafter defined, as located upon the Property.

2.08 Member: Every owner of a Unit.

2.09 Owner: The record owner, whether one or more persons, individuals or entities, of a fee-simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.10 Property: The Existing Property described in the Declaration.

ARTICLE 3

PURPOSES AND POWERS

3.01 Purposes: The purposes of this Association are to perform all the obligations of the Association as set forth in the Declaration, including without limitation, owning, maintaining and administering the Common Area and the facilities and improvements thereon and those portions of the Units as designated therein; to promote the health, safety and welfare, and the common use and enjoyment thereof by its Members; and to exercise all the rights and powers granted the Association in the Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of the Declaration.

3.02 Powers: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these By-Laws.

ARTICLE 4

ASSOCIATION OFFICES

4.01 Registered Offices: The Association shall have and continuously maintain in the State of Illinois, a registered office and a registered agent, whose office shall be identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time-to-time determine.

4.02 Principal Office: After the Turnover Date, as hereinafter defined, the principal office of the Association shall be maintained in the Village of Midlothian, Illinois. Prior to the Turn-over Date, the location of the principal office shall be determined from time-to-time by Developer.

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ARTICLE 5

MEMBERSHIP AND VOTING RIGHTS

5.01 Membership: Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be the sole qualification for membership.

5.02 Voting Rights: The Association shall have one class of membership and each Member shall have one vote for each Unit such member owns, provided that in no event more than one (1) vote be cast with respect to any Unit. The person entitled to vote with respect to each Unit is hereinafter referred to as the Voting Member. If more than one person is the record owner of any Unit, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Unit shall be exercised as such Owner or Owners of that Unit shall designate in writing to the Board, except that Developer shall designate who shall exercise the voting rights with respect to Units owned by Declarant. Such designation shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any Owner of that Unit or by written notice of revocation to the Board by any such Owner. In the absence of such written designation, the vote for any Unit may be exercised at any meeting of Members as the Owner or Owners of that Unit present at such meeting shall agree; provided, however, if all Owners of a Unit cannot agree as to how their vote shall be exercised, no vote shall be cast with respect to that Unit. In the event that a Unit is owned by more than one person and no designation is given, then the Board in its discretion may recognize one of those persons as the Voting Member for such Unit.

5.03 Turnover Date: The Turnover Date shall be the first to occur of any of the following:

(a) The expiration of ninety (90) days after the sale and transfer of title by Declarant of seventy-five (75%) per cent of all units;

(b) Not later than three (3) years from date of recording of Declaration; or

(c) Developer, by written notice to the Association and all owners, voluntarily elects to release its rights to appoint all members of the Board of Directors.

5.04 Annual Meetings: The initial meeting of Members shall be held upon thirty (30) days' written notice given by the Developer, the President of the Association, or any three (3) Members after the Turnover Date as stated above.

Thereafter, there shall be an Annual Meeting of the Members on the same day of the same month of each succeeding year, at

7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board, delivered to the Members, not less than twenty (20) days prior to the date fixed for said meeting.

5.05 Special Meetings: Special meetings of the Members may be called at any time by the President of the Association, by the Board of Directors or, after the Turnover Date, upon written request of Voting members having twenty-five (25%) per cent of the total votes.

5.06 Notice of Meetings: Written or printed notice stating the place, day and hour of any meeting of Members shall be delivered either personally or by mail to each Owner, not less than five (5) or more than forty (40) days before the day of such meeting. Said notice shall be given by or at the direction of the President, Secretary or persons calling the meeting. In case of a special meeting or when required by statute of these By-Laws, the purpose for which the meeting is called shall be stated in the notice. Notices of the meetings shall be in writing addressed to the Owners at the addresses furnished by him to the Association for the purposes of service of notices or if no such address has been furnished to the Unit owned by such Owner. Notices addressed as above shall be deemed delivered, when deposited in the United States mail, postage prepaid, or when personally delivered to that address.

5.07 Place of Meetings: All meetings of Members shall be held at such place in Cook County, Illinois, as determined by the Board.

5.08 Quorum: The presence at any meeting, in person and by proxy, of Owners having twenty-five per cent (25%) of the total votes, shall constitute a quorum for any action to be taken by the Members, except as may otherwise be provided in the Declaration or in these By-Laws. Unless otherwise expressly provided in the Declaration or in these By-Laws, any action that may be taken by the Members may be taken at any meeting at which a quorum is present upon the affirmative vote of a majority of the Voting Members present at such meeting. If a quorum is not present at any meeting, a majority of the Voting Members present may adjourn the meeting at any time, without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of Voting Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

5.09 Proxies: At meetings of Members, a Voting Member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon termination by the Member of his interest in this Unit.

ARTICLE 6

BOARD OF DIRECTORS

6.01 In General: The affairs of the Association shall be managed by the Board which, except as provided in Section 6.02 hereof, shall consist of not less than three (3) persons; provided, however, that the number of persons comprising the Board may be increased, in the discretion of Developer, by written notice to the Association at the time or times that any part of the Additional Property is annexed; provided, further, than in no event shall the number of persons comprising the Board exceed five (5). All directors elected by the Member shall be Members of the Association.

6.02 Appointment of Directors by Developer: Anything herein to the contrary notwithstanding, as provided in the Declaration, until the initial meeting of Members has been held following the Turnover Date, the Board shall consist of, and vacancies on the Board shall be filled by, such persons, not less than three (3), as Developer shall from time-to-time, appoint. Prior to the Turnover Date, Developer may, from time-to-time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining directors.

6.03 Election of Board Members: At the initial meeting of Owners and at all subsequent annual meetings of the Owners, there shall be an election of the Board of Directors. In all elections for members of the Board of Directors, each Owner shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The initial Board of Directors designated by the Declarant pursuant to Section 6.02 hereof shall serve for a period commencing on the date the Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Owners held as provided in Section 5.04 hereof. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Five (5) Board Members shall be elected at the initial meeting and the first annual meeting. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the prior Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year terms. Upon expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, successors shall be elected for a term of two (2) years each. Notwithstanding the aforesaid election procedure, the Declarant or its designee or beneficiaries may appoint a Board which will have the same powers and authority as given to the Board generally, as provided hereinafter, and such appointed Board shall function until such time as the initial meeting of the Members is held.

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6.04 Annual Meetings: The Board shall hold an annual meeting of the Board within ten (10) days after each annual meeting of the Members, at such time and place as shall be fixed by the directors at the annual meeting of Members, and no further notice to the directors of their annual meeting shall be necessary.

6.05 Regular Meetings: In addition to its annual meeting, regular meetings of the Board shall be held at such time and place as a majority of the Board shall by resolution determine, provided that there shall not be less than one regular meeting each calendar quarter. Notice of such regular meeting of the Board shall be given to each director personally, by mail or by telephone at least five (5) days prior to the meeting.

6.06 Special Meetings: Special meetings of the Board may be called by the President or a majority of the directors. The person or persons authorized to call such special meetings of the Board may fix the place within Cook County, Illinois for holding any special meeting of the Board called by them.

6.07 Notice of Special Meetings: Notice of any special meeting of the Board shall be given at least three (3) days prior to any such meeting by written notice delivered personally or by mail to each director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

6.08 Waiver of Notice; Contents of Notice: Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or by these By-Laws.

6.09 Informal Action: Any action required to or which may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all directors entitled to vote with respect to the subject matter thereof. Any such signed consent shall have the same effect as a unanimous vote of the directors.

6.10 Quorum: A majority of the directors serving from time-to-time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided that if less than a quorum is present, a majority of the directors present may adjourn the meeting from time-to-time without further notice.

6.11 Manner of Acting: Except as otherwise expressly provided by law or by the Declaration of these By-Laws, any action of the directors may be taken upon the affirmative vote of a majority of the directors at which a quorum is present.

6.12 Compensation; Reimbursement for Expenses: Directors shall receive no compensation for their services, but shall be reimbursed for reasonable out-of-pocket expenses incurred in the course of the performance of his/her duties upon presentation of receipts or other appropriate evidence of such expense.

6.13 Removal or Resignation of Directors: Any director elected by the Members may be removed from office, with or without cause, by the affirmative vote or at least two-thirds (2/3) of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any director may resign at any time by submitting his written resignation to the Board. If a director elected by the members ceased to be a Member of the Association, he shall be deemed to have resigned as of the date his membership ceased. A successor to fill the unexpired term of a director elected by the Members who resigns or is removed may be elected by the Voting Members at any annual meeting or at any special meeting called for such purposes and any successor so elected shall serve the balance of his predecessor's term.

ARTICLE 7

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.01 The Board shall maintain and administer the Common Area and those portions of the Units as provided in the Declaration, and have all the powers and duties granted and imposed upon it by the Illinois general Not-For-Profit Corporation Act, the Declaration and these By-Laws, including, without limiting the foregoing, the following:

(a) By vote of a majority of the Board members, and without approval of any of the Voting Members except as hereinafter set forth, to adopt and publish reasonable rules and regulations governing the use, operation and maintenance of the Property, and as otherwise authorized by the Declaration, and to amend or modify any existing rules and regulations. Written notice of such rules and regulations and of any amendments or modifications thereof shall be given to all Owners. If, within thirty (30) days from the date of such written notice to the Owners of the adoption of any such rule and regulation, or any amendment or modification thereof, the Voting Members having at least one-fourth (1/4) of the total votes shall file with the Board a written objection thereto, then such rule and regulation shall be deemed rescinded until approved by the Voting Members having at least two-thirds (2/3) of the total votes, provided, however, that the provisions of

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this sentence shall not apply, and no consent of any Voting Members shall be required with respect to any rules or regulations, or any amendments or modifications thereof adopted by the Board prior to the Turnover Date.

(b) To cause the annual budget to be prepared, each owner to be notified of the annual and any special assessments against his Unit and to collect the same, all in accordance with and as more fully set forth in the Declaration.

(c) To formulate policies for the administration, management, maintenance, improvement and operation of the Property.

(d) To provide for the designation, hiring and removal of employees and other personnel, including lawyers, engineers, architects and accountants, and to engage or contract for services to the Property.

(e) To procure and maintain such fire and extended coverage, public liability, workmen's compensation, fidelity, directors' and officers' liability and other such insurance in such amounts and insuring against such risks as the Board deems desirable.

(f) Subject to the provisions of the Declaration, to engage the services of a professional manager for the Association and the Property, and such other personnel and services, including accounts and attorneys, as the Board may, in its discretion, deem appropriate.

(g) To provide for the maintenance, repair, replacements, improvements and additions of and to the Common Area and the facilities and improvements thereon, and to the extent set forth in the Declaration, the Units and improvements thereon.

(h) To pay all taxes and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon.

(i) To cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

(j) To cause to be executed and delivered, in the name and on behalf of the Association, such agreements in favor of mortgagees of Units or others as may be required to qualify said mortgages in accordance with the requirements of Federal Home loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Department of Housing and

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Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such organizations, or any institutional lender issuing a commitment to make first mortgage loans covering twenty percent (20%) or more of the Units located in the Existing Property.

(k) To exercise all other rights, powers, duties and authority vested in or delegated to the Board or the Association by the Illinois Not-For-Profit Corporation Act, the Declaration, or these By-Laws, not expressly reserved to the Members.

ARTICLE 8

OFFICERS

8.01 Officers: The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

8.02 Vacancy of Office: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

8.03 Powers of Officers: The respective officers of the Association shall have such powers and duties as are usually vested in such office of a not-for-profit corporation, including, but not limited to the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Member and of the Board;

(b) The Vice President shall, in the absence or disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Members and of the Board and shall have custody of the Association Seal, and such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of account kept for such purpose.

8.04 Officer's Compensation: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Board.

ARTICLE 9

COMMITTEES

9.01 Board Committees: The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committee and the delegation thereof of authority shall not operate to relieve the Board, or any individual directors, of any responsibility imposed upon it or him by law.

9.02 Special Committees: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interest of the Association shall be served by such removal.

9.03 Term: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

9.04 Chairman: One member of each committee shall be appointed chairman.

9.05 Vacancies: Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

9.06 Quorum: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

9.07 Rules: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws, or with rules adopted by the Board.

ARTICLE 10

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.10 Contracts: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

10.02 Payments: All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time-to-time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

10.03 Bank Accounts: All funds of the Association not otherwise employed, shall be deposited from time-to-time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

10.04 Special Receipts: The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association.

ARTICLE 11

FISCAL MANAGEMENT

11.01 Fiscal Year: The fiscal year of the Association shall begin on the first day of January each year, except that the first fiscal year shall begin at the date of incorporation, and shall end on the last day of December of each year.

11.02 Financial Statements: On or before April 15 of each year following the initial meeting of Members, the Association shall furnish its Members with a statement of the income and disbursements of the Association for such fiscal year and such other information set forth in the Declaration, as provided in the Declaration, an annual budget shall be adopted and communicated to the Members by December 15 of the prior year.

11.03 Special Assessments: Special assessments may be authorized pursuant to the terms set forth in the Declaration.

ARTICLE 12

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account, and shall also keep minutes of the proceedings of its Members, Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the Members. All books and records of the Association may be inspected by any Member, or his agent or attorney, for any proper purposes at any reasonable time.

ARTICLE 13

SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

ARTICLE 14

WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois, the provisions of these By-Laws or the Declaration, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 15

AMENDMENTS

The By-Laws may be amended or modified at any time or from time-to-time at any meeting of the Board, by a majority of the directors then serving on the Board, provided that (i) no amendments affecting the rights granted by these By-Laws to Developer shall be effective unless consented to in writing by the Developer; (ii) no provision of these By-Laws shall conflict with the Declaration; and (iii) no amendment shall diminish the authority of the Board while Developer has the right to appoint any members of the Board.

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EXHIBIT A

EXISTING PROPERTY

The Woodlands II Resubdivision of the West 357.52 feet of Lot 3 (except the North 33 feet thereof) in Cross Subdivision of the North 1/2 of the East 1/2 of the North East 1/4 of Section 9, Township 36 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

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THIS INSTRUMENT PREPARED BY: MAIL TO

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