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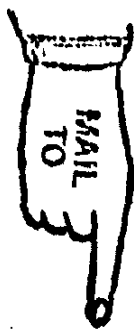
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**AMENDED AND RESTATED  
DECLARATION OF  
EASEMENTS FOR THE  
REGENT PARK PROPERTY  
OWNERS ASSOCIATION  
(RPPOA)**



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## AMENDED AND RESTATED DECLARATION OF EASEMENTS FOR THE REGENT PARK PROPERTY OWNERS ASSOCIATION

### PREAMBLE

The purposes and objectives of this Amended and Restated Declaration of Easements of Regent Park Property Owners Association are to provide for:

- A. The conservation of the natural environment and ecology applicable to the property which comprises Regent Park.
- B. The continuation and enhancement of the landscape elements and other aesthetic conditions of Regent Park.
- C. A means for preserving the architectural integrity of Regent Park.
- D. The controls necessary to prevent impairment of Regent Park as may be the result of the inadvertent or unintentional uses affecting the harmony and balance thereof.
- E. The means of maintaining all those physical parts of the development which, if not properly sustained, would adversely affect Regent Park's environment.
- F. The perpetuation of the original purposes and objectives of the corporation.
- G. The means for maintaining and enhancing the property values of Regent Park homeowners.

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## INDEX

### AMENDED AND RESTATED DECLARATION OF EASEMENTS FOR THE REGENT PARK PROPERTY OWNERS ASSOCIATION

Page No.

#### ARTICLE ONE Definitions

95326926

1.01	Act	2
1.02	Association	3
1.03	Board	3
1.04	By-Laws	3
1.05	Common Areas	3
1.06	Common Element	3
1.07	Common Property and Facilities	3
1.08	Condominium Declaration	3
1.09	Declaration	3
1.10	Development	3
1.11	Dwelling	3
1.12	Family (or Single Family)	3
1.13	Fee Ownership	4
1.14	Lot	4
1.15	Member	4
1.16	Occupant	4
1.17	Open Space Easement	4
1.18	Out Lot	4
1.19	Owner	4
1.20	Perimeter Homes	4
1.21	Person	4
1.22	Plat	4
1.23	Services	4
1.24	Single-Family Attached Building	4
1.25	Single-Family Detached Building (also known as Perimeter Homes	4
1.26	Tenant	5
1.27	Unit	5
1.28	Unit Ownership	5

#### ARTICLE TWO Regent Park Property Owners Association

2.01	Incorporation of Association	5
2.02	Administration of Association	5
2.03	Master Association	5

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# UNOFFICIAL COPY

2.04	Liability of and Indemnity to Board Members	5
2.05	Membership	6

## ARTICLE THREE Mergers

3.01	Merger of Associations	6
------	------------------------	---

## ARTICLE FOUR Easements

95326926

4.01	General Ingress and Egress	6
4.02	Easement for Recreational Facilities and Amenities	7
4.03	Access to Recreational Facilities and Amenities	7
4.04	Boundary and Encroachment Easements	7
4.05	Access to Lots and Common Properties	8
4.06	Utility Easements	8
4.07	Security, Television Cable and Antenna Systems	8
4.08	Scope of Easements	8

## ARTICLE FIVE Right to Use and Title to Common Property and Facilities

5.01	Use of Common Property and Facilities	8
5.02	Title to Common Property and Facilities	9
5.03	Limitations Upon Rights of Use and Enjoyment	9
5.04	Mortgages	9

## ARTICLE SIX Assessments - Maintenance Fund

6.01	Preparation of Estimated Budget	10
6.02	Allocation	10
6.03	Separate Assessments	11
6.04	Failure to Prepare Annual Budget	12
6.05	Books and Records	12
6.06	Remedies for Failure to Pay Assessments	12
6.07	Association's Lien Subordinated to Mortgages	13
6.08	Association Authority to Borrow	13

## ARTICLE SEVEN Common Restrictions, Maintenance and Services Provided by Association

7.01	Restrictions Relating to Land Use	14
------	-----------------------------------	----

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7.02	Restrictions Relating to Common Property and Facilities	14
7.03	Subdivision of Lots	14
7.04	Business or Commercial Activities	14
7.05	Occupancy Limitation	14
7.06	Maintenance of Property	14
7.07	Painting	15
7.08	Noxious or Offensive Activities	15
7.09	No Hazardous Activities	15
7.10	Alterations and Restrictions	15
7.11	No Annoying Lights, Sounds or Odors	16
7.12	No Temporary Structures	16
7.13	Restriction on Signs	16
7.14	Restriction on Alterations and Additions	16
7.15	Grading	16
7.16	Parking Areas	16
7.17	Planting	17
7.18	Snow Removal and Security	17
7.19	Electrical Service	17
7.20	Landscaping	17
7.21	Sale or Transfer	18

## ARTICLE EIGHT Party Walls

95326926

8.01	General Rules of Law to Apply	19
8.02	Sharing of Repair and Maintenance	19
8.03	Destruction by Fire or Other Casualty	19
8.04	Right to Contribution Runs With Land	20

## ARTICLE NINE Maintenance and Repair of Property and Facilities

9.01	Maintenance and Repair	20
9.02	Assessments	20
9.03	Architectural Control	20
9.04	Insurance	21

## ARTICLE TEN Amendments

10.01	Power to Amend	23
10.02	Evidence of Amendment	23
10.03	Additional Powers	23
10.04	Evidence of Exercise of Additional Powers	23
10.05	Copies of Evidence of Exercise of Amendment or Additional Powers	23

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## ARTICLE ELEVEN General Provisions

11.01	Duration	24
11.02	Eminent Domain	24
11.03	Notices	24
11.04	Enforcement	24
11.05	Severability	24
11.06	Authority of the Board	24

Exhibit A - Legal Description	A-1/A-5
Exhibit B - By Laws	B-1/B-9

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## AMENDED AND RESTATED DECLARATION OF EASEMENTS FOR THE REGENT PARK PROPERTY OWNERS ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION OF EASEMENTS is made and entered into this 1st day of April, 1995 by the Board of Directors of the Regent Park Property Owners Association, pursuant to its authority under the initial Declaration of Covenant and Declaration of Easements adopted on the 21st day of July, 1964 and recorded in the Office of the Recorder of Deeds of Cook County and subsequently amended from time to time thereafter. This document does hereby supersede the initial declarations and upon recording, shall operate as the Declaration of Covenant and Declaration of Easements and By-Laws unless subsequently amended.

### WITNESSETH:

WHEREAS, the Board of Directors of the Regent Park Property Owners Association (hereinafter referred to as "Association") deems it advisable and necessary for the protection of the current and future owners to amend the initial Declaration of Covenant and Declaration of Easements as set forth below. Said amendments shall be covenants running with the land binding upon all grantees, subsequent grantees and their heirs, successors, and/or assigns in title or interest; and

WHEREAS, said instrument has been adopted by more than a majority of the Board of Directors by Resolution and the By-Laws have been adopted by a majority vote of the members of the Association present at a special meeting held on April 1, 1995.

NOW, THEREFORE, the Regent Park Property Owners Association for the purposes set forth above, hereby declare that the original Declaration of Easements and Declaration of Covenants are hereby amended by replacing said declarations with the following Amended and Restated Declaration of Easements and By-Laws.

### RECITALS:

#### General Purpose:

Any persons hereinafter acquiring any interest in the land described on Exhibit "A" shall, at all times, enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and facilities and the cooperative aspect and ownership thereof, and to facilitate the proper administration of said land and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the land, and for such purposes, desire and intend to establish certain easements or rights in, over, upon and along parts of the land, and to further the common interests of the owners of residential dwelling units.

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## Particular Purpose:

1. All lots and all buildings situated thereon shall have the benefit of and shall be subject to certain covenants, restrictions and easements.
2. The single-family attached dwellings, and the lots upon which the same are constructed, and the out lots situated in separate definable areas or courts, shall be further subject to and have the benefit of specific covenants and restrictions.
3. Certain dwellings (single family detached dwellings) are appurtenant to the property and are commonly referred to as "perimeter home(s)." Although not members of the Association, the perimeter homes, individually and collectively, may use the common facilities only upon the payment of a specified annual fee and are not entitled to any other services.
4. Certain lots have been submitted to the Illinois Condominium Property Act of the State of Illinois, and are subject to and have the benefit of a separate condominium declaration of covenants and restrictions. This amended declaration is neither subordinate to, nor superior to any such declaration. It is intended that this declaration and the respective declarations of each residential association shall complement each other and shall provide reciprocal benefits for all of the members of Regent Park where applicable.
5. Those residents owning property submitted to the Illinois Condominium Property Act shall be subject to the covenants, conditions and restrictions of record of the individual residential association and this amended declaration.
6. The Regent Park Property Owners Association shall be subject to those provisions of the Illinois Condominium Property Act pertaining to master associations.

All such covenants and restrictions set forth in this Recital shall be in addition to the general easements, covenants and restrictions set forth above.

Captions contained in this Declaration and By-Laws are inserted only as a matter of convenience and in no way define, limit or extend the scope of the documents or any provision hereof. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and the pronouns stated in either the masculine or the neuter gender shall include the masculine, the feminine and the neuter.

## **IT IS HEREBY DECLARED AS FOLLOWS:**

### **ARTICLE ONE** **Definitions**

For purposes of brevity and clarity, certain words and terms used in the Declaration of Covenants are defined as follows:

**1.01 ACT:** The Condominium Property Act of the State of Illinois, as amended from time to time.

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**1.02 ASSOCIATION:** Regent Park Property Owners Association, a not-for-profit corporation, organized and operating pursuant to the laws of the State of Illinois.

**1.03 BOARD:** The duly elected Board of Directors of the Association, as constituted from the provisions of the By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

**1.04 BY-LAWS:** The By-Laws of the Association which were adopted on September 14, 1975 and recorded in the Office of the Recorder of Deeds of Cook County.

**1.05 COMMON AREAS:** All buildings have been platted and incorporated into the Regent Park Property Owners Association in separate definable areas. Certain areas have been designated as common to all members and title to same shall be in the name of the Association. Each member of Regent Park Property Owners Association shall have ingress and egress over, upon and across private roads on any part of all out-lots or common areas, with access to all dedicated public roads, as designated on the plats of subdivision.

**1.06 COMMON ELEMENT:** A part of a condominium or buildings and their Lot or Lots upon which the same is or are situated, which has been submitted to the Act and specifically defined by the Declaration of Condominium Ownership for the residential association in which it is located.

**1.07 COMMON PROPERTY AND FACILITIES:** That part of the Development owned by the Regent Park Property Owners Association, an Illinois not-for-profit corporation, and also designated as part of the common areas, as private streets and private parks, berms, entranceways, walks, pathways, plazas, lakes, streams, bridges, pumps, dams, piers, docks, recreational buildings and other facilities, and all necessary public utilities and roadways which will not be dedicated to public authorities.

**1.08 CONDOMINIUM DECLARATION:** A Declaration of condominium ownership and all easements, restrictions and covenants prepared, executed and recorded as required by the Act.

**1.09 DECLARATION:** This instrument (also referred to as Amended and Restated Declaration).

**1.10 DEVELOPMENT:** Regent Park, a complex of residential dwelling structures and condominium buildings situated in the Village of Arlington Heights, Cook County, Illinois, together with certain related common areas, recreational and common facilities constructed on the land described on Exhibit "A".

**1.11 DWELLING:** Any building or part thereof in the Development designed and intended for use and occupancy as a residence (including enclosure for passenger motor vehicles) by a single family.

**1.12 FAMILY (OR SINGLE FAMILY):** Two or more related, or unrelated individuals who occupy a dwelling and whose activities and conduct solely constitute what is traditionally defined as dwelling purposes.

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**1.13 FEE OWNERSHIP:** Fee simple title to a Lot and a Single-Family Attached Dwelling situated thereon.

**1.14 LOT:** That part of the Development delineated by definable boundaries on the plat of subdivision for Regent Park improved with a residence and used for single family purposes or for common property and facilities.

**1.15 MEMBER:** Any owner of a dwelling or dwelling unit shall be a member of the Regent Park Property Owners Association, an Illinois not-for-profit corporation.

**1.16 OCCUPANT:** A Person or Persons who occupy a Dwelling as an Owner or a family member or as a tenant who has executed a written lease for a Dwelling Unit with an Owner.

**1.17 OPEN SPACE EASEMENT:** That area of space above the land and improvements which exists for the benefit of the Association and all Owners intended to enhance the aesthetic conditions and landscaping elements of the development.

**1.18 OUT LOT:** That part of the entire Development delineated by definable boundaries and designated as "Out Lot" on the plat of subdivision for Regent Park.

**1.19 OWNER:** A record owner; the Person, Persons or legal entity whose estates or interests, individually or collectively, aggregate Fee Ownership or Unit Ownership, whether for one or more persons, including contract sellers, but excluding those having such interest mainly as security for performance of an obligation.

**1.20 PERIMETER HOMES:** See Single Family Detached Building.

**1.21 PERSON:** A natural individual, corporation, partnership, trustee or other legal entity capable of Fee or Unit Ownership.

**1.22 PLAT:** The plat(s) of survey which set forth the measurements, elevations and locations of the property, lots, dwellings, common areas, common facilities, the perimeter boundaries and such other data delineating the property incorporated in the original Declaration and recorded as an exhibit and incorporated by reference herein.

**1.23 SERVICES:** Landscaping, snow removal, security and other services to be furnished by Association.

**1.24 SINGLE-FAMILY ATTACHED BUILDING:** A structure designed for a single-family dwelling unit, having one (1) or more structural or common walls used in common with an adjoining dwelling unit(s).

**1.25 SINGLE-FAMILY DETACHED BUILDING (also known as Perimeter Homes):** A structure designed as a single-family detached dwelling unit without connecting or party walls with any other dwelling unit. Single-Family Detached Buildings are not part of the Association, but may individually and/or collectively use the common facilities upon payment of an annual fee.

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**1.26 TENANT:** Any Person or Persons who have executed a written lease for a Dwelling or Dwelling Unit with an Owner or occupies a dwelling or dwelling unit with the consent of the owner and is not a member of the owner's family.

**1.27 UNIT:** A part of the property designed and intended for independent use contained within a building which has been submitted to the Illinois Condominium Property Act.

**1.28 UNIT OWNERSHIP:** Title to a Dwelling Unit in a building which has been submitted to the Illinois Condominium Property Act, together with an undivided interest in the common elements appurtenant thereto.

## ARTICLE TWO Regent Park Property Owners Association

**2.01 INCORPORATION OF ASSOCIATION:** In order to carry out the intent and purposes hereof, a corporation known as REGENT PARK PROPERTY OWNERS ASSOCIATION has been organized pursuant to the General Not-For-Profit Act of the State of Illinois, the provisions of this Declaration, its Articles of Incorporation and By-Laws.

**2.02 ADMINISTRATION OF ASSOCIATION:** The Association shall be administered by a duly elected Board of Directors, in accordance with the By-Laws and the Illinois General Not-For-Profit Corporation Act. The designation of officers, election procedures, powers of the Board, committee structure and other functions of a not-for-profit corporation are further set forth in the By-Laws.

**2.03 MASTER ASSOCIATION:** The Association shall have such powers, duties and obligations as set forth in the Act pertaining to associations established to exercise such powers as are delegated on behalf of member associations.

**2.04 LIABILITY OF AND INDEMNITY TO BOARD MEMBERS:** The members of the Board and the officers thereof and the Association, shall not be liable to the Owners for any mistake of judgment, ordinary negligence, or for any acts, errors or omissions made in good faith as such Board member, officers, or acting as the Board or conducting the management duties thereof. The Board shall at all times attempt to exercise sound business judgment and act in the best interests of the Association. Board members (a) shall disclose any connections or financial interests they may have to parties whom the Board considers for or with whom the Board enters into contracts or other agreements and (b) shall not participate in the discussion and voting on contracts or other agreements in which they have such a connection or a direct financial interest. These provisions shall apply to when the Board is considering a contract or agreement with a Board member directly or with a corporation, partnership or other entity in which the Board member (or a member of the Board member's immediate family) has a 25% or more interest. The Owners shall indemnify and hold harmless each member and officer of the Board and the Association against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Owners or the Association, unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such Board members or officers shall have no personal liability with respect to any contract made by them on

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behalf of the Owners or the Association. Each agreement made by such Board members or officers, or by the managing agent on behalf of the Owners or the Association shall be executed by such Board members or officers, or the managing agent, as the case may be, as agents for the Owners or for the Board or Association.

**2.05 MEMBERSHIP:** Each Owner shall be a member of Association so long as they own their Dwelling. When more than one Person constitutes an Owner, all such Persons shall be members of Association. Each Owner, by acceptance of his deed, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to be bound by and to observe the terms and provisions of this Declaration, Association's Articles of Incorporation, its By-Laws and the rules and regulations promulgated from time to time by Association, its Board of Directors and/or Officers. In the event a Dwelling is occupied by any person or persons other than the Owner, said occupants shall also be subject to the Declaration, By-Laws and rules and regulations of the Association. However, in the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association, it shall be the Owner that is primarily liable.

## ARTICLE THREE Mergers

**3.01 MERGER OF ASSOCIATIONS:** Any two or more of the member Associations may merge or consolidate, subject to the following:

- A. In the event of a merger or consolidation of the Association with another Association as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, subject to the provisions of the Declaration, By-Laws, Illinois Condominium Property Act (if applicable) or Not-For-Profit Corporation Act.
- B. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the land referred to herein, together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the land subject hereto.

## ARTICLE FOUR Easements

**4.01 GENERAL INGRESS AND EGRESS:**

- A. An easement for ingress and egress to and from public roads is hereby declared upon, over and along the Common Property and Facilities for the benefit of the land comprising the Development, and all Owners, Tenants and Occupants in the Development, members of their immediate families, guests and other invitees.

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- B. An easement for ingress and egress is declared upon, over and along such part of Out Lots designed for ingress and egress to and from Single Family Attached Buildings or to and from publicly dedicated roads for the benefit of all Owners, Tenants, Occupants and invitees within the Court served thereby. This easement which is for a roadway, curb or gutter may extend a distance of one (1) foot along the Lot lines adjacent to Out Lots used for ingress and egress.
- C. 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 on the Association, any Owner, Tenant, purchaser, mortgagee and other Persons having an interest in the entire Development, or any part or portion thereof.

**4.02 EASEMENT FOR RECREATIONAL FACILITIES AND AMENITIES**: An easement on the land designated herein as Common Property and Facilities is hereby permanently declared for the purpose of maintaining thereon a swimming pool, tennis courts, club house, parking areas, berms, entranceways, walks, pathways, plazas, lakes, streams, pumps, dams, piers, docks, bridges, recreational buildings and related amenities and facilities to be used and enjoyed for recreational and other purposes by all Owners, Tenants and Occupants in the Development, members of their immediate families, guests and other invitees.

**4.03 ACCESS TO RECREATIONAL FACILITIES AND AMENITIES**: An easement for ingress and egress to and from that part of the Common Property and Facilities hereinafter utilized for the purposes set forth herein is hereby declared upon, over and along the remainder of the Common Property and Facilities for the benefit of the land comprising the Development and all Owners, Tenants and Occupants in the Development, members of their immediate families, guests and other invitees.

**4.04 BOUNDARY AND ENCROACHMENT EASEMENTS**:

- A. To the extent necessary by reason of the act or deed, an easement is declared for the benefit of each Owner of a Single-Family Attached Building, any part of which, including walls, foundations, footings, patios, shrubs, trees, concrete or masonry decks, courtyards, chimneys, roofs, gutters, overhangs, sills and downspouts shall, intentionally or unintentionally, encroach over, across, upon or under an adjoining Lot or Out Lot, and each adjoining Lot or Out Lot, to the extent of such encroachment, intentional or unintentional, shall be subject to such easement.
- B. An easement is declared, and each Lot and Out Lot is hereby subject to, an easement for the encroachment, intentional and unintentional, in favor of all Owners within the Development for trees, shrubs, berms, free-standing enclosure walls, landscaping, shorelines and waterway; partially or entirely adjacent to Lots and Out Lots within the Development, which may be situated on a Lot or Out Lot but extending over, across or upon an adjoining Lot or Out Lot.

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- C. Such easements, as are declared in subparagraphs A. and B. above, may not be extended or enlarged by any act or deed of any Owner or Owners or Association.
- D. The easements specified in A. and B. above shall, at all times herein, extend to and include all rights reasonably necessary for the repair, reconstruction, maintenance, removal, reinstallation, replanting or replacement of the same.

**4.05 ACCESS TO LOTS AND COMMON PROPERTIES:** The Board, or its agent, upon reasonable notice, or in the case of an emergency without notice, shall have the right to enter onto a lot or any of the common properties when necessary, in exercise of its authority as set forth herein.

**4.06 UTILITY EASEMENTS:** Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public utilities serving the Development are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Property and Facilities for the purpose of providing services to the Development or any other portion of the Development. Any cable television service may also have such right, subject to the discretion of the Board of Directors and in accordance with the ordinances of the Village of Arlington Heights.

**4.07 SECURITY, TELEVISION CABLE AND ANTENNA SYSTEMS:** An easement to install and maintain in perpetuity at its own expense, in, upon and across any part of the Common Property and Facilities, a community television system and to grant licenses or otherwise permit the use of the same for such charges as the Board may determine. Such installation may be located upon such parts of the Common Property and Facilities as the Board may determine, provided only that the same do not unreasonably interfere with the intended use of the Common Property and Facilities.

**4.08 SCOPE OF EASEMENTS:** The easements over, upon, across, along and under the Common Property and Facilities established pursuant hereto shall be with respect to the entire Common Property and Facilities. In no event, however, shall the Board deny to any Owner, Occupant or Tenant access from a Single-Family Attached Dwelling to a publicly dedicated road.

## ARTICLE FIVE

### Right to Use and Title to Common Property and Facilities

**5.01 USE OF COMMON PROPERTY AND FACILITIES:** Each Owner, Tenant and Occupant shall have the right to use and enjoy the Common Property and Facilities in common with all other Owners, Tenants and Occupants. The rights herein granted shall extend to Owners, Tenants and Occupants, members of their immediate families, guests and other invitees. The use of the Common Property and Facilities shall be subject to and governed by the provisions of this Declaration, the Association's Articles of Incorporation, its By-Laws and the rules and regulations promulgated from time to time by the Association, its Board of Directors and/or Officers.

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**5.02 TITLE TO COMMON PROPERTY AND FACILITIES:** The legal title to the Common Property and Facilities has been conveyed to the Association by the developer and is free and clear of all liens and encumbrances.

**5.03 LIMITATIONS UPON RIGHTS OF USE AND ENJOYMENT:** The rights of use and enjoyment created hereby shall be limited by and subject to the following.

- A. The right of the Association, as provided in its By-Laws, or in any rules and regulations promulgated thereunder, to suspend the rights of any member to the use and enjoyment of common properties and/or facilities for any period during which any assessment provided for therein remains unpaid and for any period during which any infraction of its published rules and regulations continues, PROVIDED, HOWEVER, that the Association may not, for any reason, deny to any member the easements created herein.
- B. The right of the Association to dedicate or transfer all or any part of the Common Property and Facilities to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Association in accordance with its Articles and By-Laws.
- C. The reserved right of the Association to grant easements for utility purposes and television cable, antenna, security and like systems, as provided for herein.
- D. The right of the Association to charge a fee set each year at the discretion of the Board for the use of the Common Property and Facilities.
- E. The right of the Board of Directors to levy appropriate fines for any misconduct of an Owner, Tenant or Guest upon providing written notice and an opportunity to be heard.

**5.04 MORTGAGES:** Each Owner shall have, and is hereby granted, the right to place from time to time upon the Dwelling Unit owned by him and the Lot upon which the same is situated (where applicable) mortgages, instruments of indebtedness or other appropriate documents securing loans made to him or for his benefit, and such mortgagees or holders of other documents shall have the rights and privileges accruing to such Owner, but subject to the burden of all of the covenants, conditions and easements herein set forth.

For all purposes of this Declaration, the term "mortgage" shall mean and include mortgages, trust deeds, security interests, instruments of indebtedness and all other documents in the nature of mortgages.

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## ARTICLE SIX Assessments - Maintenance Fund

### **6.01 PREPARATION OF ESTIMATED BUDGET:**

- A. Each year, on or before October 15th, the Board, or its duly authorized committee, shall estimate by category the total amount necessary to establish the Maintenance Fund from which to pay all of the costs of any wages, materials, insurance, services, supplies and all other anticipated expenses, by category, which shall be required to operate the Association during the ensuing calendar year.
- B. The Board shall also set aside a reasonable amount in reserve for replacements, repair and restorations. In estimating operating expenses for the ensuing year, the Board shall also estimate and assess such reasonable sums to cover any fluctuations in anticipated expenses.
- C. On or before November 1st of each year, the Board shall then notify each owner of record as to the amounts of such estimates. Said notice shall be sent prior to the Annual Budget Meeting. The Annual Budget Meeting is to be held on the 1st Saturday in December at 9:30 a.m.
- D. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be reallocated to reserves and any net shortage shall be added to the monthly assessment, after the sending of an accounting.
- E. Any contingencies or capital expenditures not contemplated in the operating budget or allocated to reserves may either (1) be reallocated from the reserve account if sufficient funds are available and/or (2) specially assessed to each Owner.

### **6.02 ALLOCATION:**

- A. In calculating the annual operating budget and reserve requirements, the Board shall review the specific estimated cash requirements for each type of property:
- (1) Single-family attached buildings.
  - (2) Separate Associations.
- B. In addition, the Board of the Regent Park Property Owners Association must also factor in the costs of maintenance for:
- (1) Common property and facilities.
  - (2) Limited common property and facilities.
  - (3) Special services.

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- C. Non-Allocated Items: The costs of operation and maintenance of common property shall be calculated based on common usage of all members of the Association and assessed on a per capita basis to each member of the Association.
- (1) Members of multiple-family condominium associations shall be assessed individually this amount by the condominium association after an aggregate bill is received by the association for all of its members.
  - (2) Individual Condominium Associations may also assess their members in accordance with the terms and conditions of the Condominium Declaration for that particular Association.
- D. Allocated Items:
- (1) Certain areas of maintenance expenses are specifically attributable to certain types of buildings or units and shall be the responsibility of the Regent Park Property Owners Association.
  - (2) The Board also shall determine those charges which are specifically attributable to certain dwelling units and separately assess those specific costs, exclusive of other charges to the remaining members of the Association.

## 6.03 SEPARATE ASSESSMENTS:

- A. Any non-recurring capital expenditures not set forth in the budget as adopted resulting in an increase in assessment over the amount adopted, shall be separately assessed by the Board; provided, however, any such separate assessments shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Owners present in person or by proxy voting at a meeting of Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total aggregate expenditure exceeding Fifteen Thousand Dollars (\$15,000.00). Said meeting shall be held upon written notice given to the Voting Members not less than ten (10) days nor more than 30 days prior to the assessment. Payment of any assessment shall be in amounts and at times as determined by the Board of Directors and shall take effect on the first day of the month after it has been adopted.
- B. Emergencies - The Board of Directors may adopt a special assessment for whatever amount it deems necessary, without the approval of the membership, to pay for a bona fide emergency. An emergency means an immediate danger to the structural integrity of any structure to which the Association is responsible for maintenance or the life, health, safety or property of the Members.

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- C. Any such separate assessments shall constitute a lien against the interest of the Owner or Owners separately assessed, which lien may be perfected and foreclosed.

**6.04 FAILURE TO PREPARE ANNUAL BUDGET:** The failure or delay of the Board to prepare or distribute the annual or adjusted estimate to the Owners 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. In the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the existing monthly rate established for the previous period until the Owner is sent notice of said new annual or adjusted estimate. Said Owner shall commence paying said new assessment as of the due date of the monthly assessment and immediately following the date such new annual or adjusted estimate shall have been mailed or delivered.

**6.05 BOOKS AND RECORDS:**

- A. The Board shall keep full and correct books of account, in chronological order, of all receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred.
- B. The books or records shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner.
- C. No records may be removed from the premises and the Association shall have the right to collect, in advance, all costs of copying.
- D. Upon ten (10) days' notice to the Board and payment of a reasonable fee established from time to time by the Board, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. In addition, any holder, insurer or guarantor of a first mortgage shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year for a reasonable fee established by the Board.

**6.06 REMEDIES FOR FAILURE TO PAY ASSESSMENTS:** If an Owner is in default in the monthly payment of the aforesaid charges or assessments, such unpaid amounts shall constitute a lien upon the interests of the Owner. The Board or agent may, from time to time, record a notice of lien for such unpaid assessments with the Recorder of Deeds of Cook County, Illinois, and if said default continues for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof and/or to foreclose the lien therefor as hereinafter provided; or to bring an action in Forcible Entry and Detainer, and there shall be added to the amount due the costs of said suit, together with legal interest, late fees and all attorneys' fees at the time they are incurred. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall

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be and become a lien or charge against the Dwelling Ownership of the Owner involved as of the date due and payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. The members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any encumbrancer may, from time to time, request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within forty-five (45) days, all unpaid Common Expenses which become due prior to the date of making of such request shall not be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien of a Unit may pay any unpaid common expense payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance. The Board, its agents and their successors in office shall also have the right to maintain for the benefit of all the other Owners, an action for possession in the manner prescribed by the Illinois Act entitled "An Act in Regard to Forcible Entry and Detainer," approved February 16, 1874, as amended, and shall also have the right to assess additional fines and late fees against any Owner for nonpayment of assessments, as long as said fines and late fees are uniformly applied.

**6.07 ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES:** The lien for assessments as herein provided, and any fees, fines, interest, late charges or penalties levied in connection with unpaid assessments, shall be subordinate to the lien of any first mortgage on any Unit, provided that such subordination shall apply only to assessments provided for herein which have become due and payable prior to the first day of the month after the date of any judicial foreclosure sale, delivery of a deed in lieu of foreclosure, entry of a judgment in a common law suit foreclosure or taking of possession pursuant to Court order. Such suit for foreclosure and sale or transfer shall not relieve such property and the transferee from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

**6.08 ASSOCIATION AUTHORITY TO BORROW:** By a majority vote of the Board of Directors, the Board shall have the right to assign the Association's right to future income from common expenses or other sources, and mortgage, pledge or collateralize all or substantially all of the assets of the Association for the purpose of obtaining a loan to finance any repairs, replacement or maintenance programs. Any time the Board is voting under this provision, it shall advise the membership through notice and shall either call a special meeting or a meeting pursuant to Section 3.03 for the purpose of an open discussion of the decision to borrow funds before the membership and to assure that the Board of Directors' vote on the issue is done publicly. In the event the amount of the loan to be obtained by the Board exceeds \$50,000.00, the approval of not less than two-thirds of those Owners in attendance (in person or by proxy) at a meeting of the Owners duly called for the purpose of considering the loan, shall be required to authorize the Board to proceed.

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## ARTICLE SEVEN

### Common Restrictions, Maintenance and Services Provided by Association

**7.01 RESTRICTIONS RELATING TO LAND USE:** Lots intended for construction of Single-Family Attached Buildings shall be used exclusively for residential purposes. No dwelling shall be used to accommodate more than a single family at any time without the express written consent of the Association.

**7.02 RESTRICTIONS RELATING TO COMMON PROPERTY AND FACILITIES:** No improvements, structures, buildings or encroachments shall thereafter be placed upon the Common Property and Facilities, except if compatible to original installation and if authorized by the Board of Directors of the Association. Any part of the Common Property and Facilities which is open and unoccupied shall be preserved and maintained as near as possible to its natural state and no above-grade improvements shall be installed thereon except as shall be necessary to provide crossings, access, driveways, bridges or paths, or which facilitate and implement the use and enjoyment thereof.

**7.03 SUBDIVISION OF LOTS:** No Lot or parcel of ground, once intended and designated for use as a Single-Family Attached Building shall be divided or subdivided, or a fraction thereof sold or conveyed so as to be held in undivided ownership.

**7.04 BUSINESS OR COMMERCIAL ACTIVITIES:** No Lot, Dwelling Unit, or Common Property and Facilities shall be used at any time for business or commercial activities; PROVIDED, HOWEVER, that Association shall provide such services as are necessary and required pursuant to the provisions hereof and which are evidenced by this Declaration. All Dwelling Units shall be used for residential purposes; however, no Owner shall be precluded from (i) maintaining a personal professional library, (ii) keeping their personal business records or accounts therein, or (iii) handling their personal business or professional calls or correspondence therefrom.

**7.05 OCCUPANCY LIMITATION:** No Dwelling Unit shall be used for living purposes by more persons than the same was designed to accommodate in accordance with all local codes and ordinances.

**7.06 MAINTENANCE OF PROPERTY:**

- A. All Lots, Common Property and Facilities shall be kept and maintained in a clean, safe, attractive and slightly condition and in good repair, and unless maintenance is to be provided by Association, all such maintenance shall be furnished at the sole cost and expense of the Owner of any Single-Family Attached dwelling or any Association submitted to the Act.
- B. In the event an Owner fails or refuses to maintain his Lot or any structure thereon in a clean, safe, attractive and/or slightly manner, as may be required by reasonable rules and regulations adopted from time to time by the Board of Directors, Association shall notify said Owner to remedy this condition. Upon Owner's failure or refusal, Association may enter upon

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the Lot and make such repairs, restoration or replacements it deems appropriate and assess all costs to Owner as a special assessment.

- C. Any additions, improvements or modifications must first be approved by the Board in accordance with its policy and shall be maintained at the Owner's expense.

## **7.07 PAINTING:**

- A. Association shall paint all exterior wood surfaces (excluding privacy fences, which remain the Owner's responsibility to stain as needed) and gutters on all structures on any of said Lots. No Owner shall be responsible for painting (except for privacy fences) unless damaged through their own negligence or that of their guests or tenants. In no event shall the Association paint less often than every four (4) years.
- B. There shall be no change in any exterior color of any Single-Family Attached Building or privacy fence from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction and approval of the Board, and subject to the rules of procedure as may be adopted by the Board from time to time.

**7.08 NOXIOUS OR OFFENSIVE ACTIVITIES:** No noxious or offensive activities shall be carried on in any part of the Development nor shall anything be done which is or may become a nuisance or cause a disturbance or annoyance to others. No activities may be carried out which might increase the liability of the Association or its rate of insurance.

**7.09 NO HAZARDOUS ACTIVITIES:** No activities shall be conducted on any part of the Development and no improvements constructed on any part of the Development which are or might be unsafe or hazardous to any person or property. No firearms shall be discharged upon any part of the Development and no open fires shall be lighted or permitted on any part of the Development except (1) in a contained barbecue at ground level, (2) on balconies (if permitted by applicable Condominium Declaration) while attended and in use for cooking purposes, or (3) within a safe and well-designed interior fireplace.

## **7.10 ALTERATIONS AND RESTRICTIONS:**

- A. No unsightliness shall be permitted on any part of the entire Development. Specific instances of unsightliness shall be further defined in the Association's Rules and Regulations.
- B. No masts, antennas, dishes or other structures designed for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained upon the exterior of any Single-Family Attached Building, unless already situated upon the premises.

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- C. No rabbits, poultry or animals of any kind, character or species shall be kept upon or maintained, PROVIDED, HOWEVER, the Association shall have the right to adopt reasonable regulations governing the keeping of household pets within a Dwelling.
- D. No clothes, sheets, blankets or other household articles shall be hung out or exposed nor shall storage piles or materials be kept except within a Single-Family Attached Building, and in any garage attached thereto.
- E. No lumber, grass, shrubbery, tree clippings, plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on the exterior of any property in the Development.
- F. Materials for fireplaces and storage of refuse and trash shall be at places and in containers as prescribed by rules and regulations promulgated by Association pursuant to its By-Laws.

**7.11 NO ANNOYING LIGHTS, SOUNDS OR ODORS:** No lighting shall be maintained in or outside of any Dwelling Unit or from any Common Facility which is unreasonably bright or causes unreasonable glare. No sounds shall be emitted which are unreasonably loud and annoying, and no odor shall be emitted from any part of the Development Area which is noxious or offensive to others.

**7.12 NO TEMPORARY STRUCTURES:** No tent, shed, dog runs, or temporary building or improvement shall be placed upon any Lot unless specifically approved by the Board, in writing.

**7.13 RESTRICTION ON SIGNS:** No signs or other advertising device shall be erected or maintained on any Lot or on or inside any Single-Family Attached Building or on any part of the Common Property and Facilities, except as are reasonably necessary to implement and facilitate the intended use and enjoyment of the Common Property and Facilities and Limited Common Property and Facilities by the Association. Notwithstanding anything contained herein to the contrary, the Board shall allow the use of "For Sale," "For Rent," "Garage Sale" and "Estate Sale" signs on the property, within limitations as adopted by the Board from time to time.

**7.14 RESTRICTION ON ALTERATIONS AND ADDITIONS:** No architectural changes or additions may be made to any building, nor shall any exterior storm sash, storm doors, canopies or awnings of any kind be attached to any Single-Family Attached Building without the approval of Association or its duly authorized committee, and subject to the terms and conditions as further set forth herein.

**7.15 GRADING:** There shall be no change in the grading of the Development after completion of the improvements and buildings, nor shall any established pattern of drainage of surface waters be altered without the approval of Association.

**7.16 PARKING AREAS:** The Owners, Occupants and Tenants of all Single-Family Attached Buildings shall use their respective garages, or specified parking areas as may be designated by Association for the exclusive use of an Owner, Occupant and Tenant for the parking and storage of motor vehicles. The use of any

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parking area, whether situated on the Lot of an Owner or within the Common Property and Facilities for commercial or recreational vehicles for permanent parking is prohibited. Recreational vehicles include, but are not limited to, campers, mobile homes and trailers. All such parking shall be further regulated by the rules and regulations promulgated by Association.

**7.17 PLANTING:** No plants or seeds, trees, shrubberies or bushes shall be placed upon the Common Areas, and no plants, trees or shrubberies shall be removed from the Common Areas without the prior written approval of the Association, and subject to the Association rules and regulations governing landscaping.

**7.18 SNOW REMOVAL AND SECURITY:** Association shall provide the following services:

- A. Snow removal service, including snow removal from the Common Property and Facilities, and all front walks, entrance walks, parking areas and garage driveways and private streets on or adjacent to the Common Areas.
- B. Reasonable security services for the preservation of persons and property.

**7.19 ELECTRICAL SERVICE:** Association shall be responsible for the contracting of the supply of electrical service and shall be directly responsible for the maintenance of such facilities on all private streets, parking areas, entrances and any other illumination on the Common Property and Facilities.

**7.20 LANDSCAPING:**

- A. Association shall be responsible for maintaining all landscaping of Common Property and Facilities, and the cost of the same shall be allocated as is provided for other Common Property and Facilities.
- B. No landscaping changes or additions may be made to any area, common or deeded in fee simple, without the approval of the Association or its duly authorized committee and subject to terms and conditions as further set forth herein or in the Association's Rules and Regulations.
- C. The Association shall maintain landscaping on the premises of the Single Family Attached Dwellings in accordance with Subsection "D" herein. The Board of Directors and/or its duly authorized committee, shall adopt a landscaping maintenance and replacement policy. The Board of Directors may from time to time modify said policy. In all instances, the decision of the Board of Directors of Association with respect to the areas for which Association shall provide landscaping services shall be final.
- D. The landscaping services provided by Association shall, among other things, consist of cutting lawns, cultivation, trimming and feeding evergreens and shrubs; reseeding, fertilizing, weed control programs, spraying, feeding and trimming of trees to all landscaped areas not occupied

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by buildings. Association shall not be responsible for any care of private flower gardens, all of which shall be maintained by each Lot Owner or Occupant. The Association is not responsible for private flower gardens, maintenance of flower pots or plants or patios, and trees, shrubs and flowers in the back yard of the Single Family Detached Buildings.

## **7.21 SALE OR TRANSFER:**

A. **Restriction on Leasing:** For the purpose of enhancing and perfecting the value, desirability and attractiveness of Dwellings and furthering the common interest of creating and maintaining a residential community of Dwellings occupied by their respective Owners and recognizing that primary occupancy by Owners promotes greater adherence to the restrictions, rules and regulations to which the Dwellings are subject and increases the cooperative spirit of the community, the following restriction on leasing, in addition to all other restrictions herein provided, is imposed on any Owner who wishes to lease his Ownership.

- (1) Subsequent to the recording of this Declaration, no owner of a single family attached Dwelling, or interest therein, shall be leased by an Owner who has had title for a period of less than one year. A lease may be entered into for more than one (1) year.
- (2) Only a lender in possession following a default in a first mortgage on the effective date hereof shall be permitted to lease their Unit contrary to the foregoing.
- (3) Any lease must be in writing for a term of one-year. No Owners shall be permitted to lease out their Units to a second or subsequent lessee prior to the expiration of one calendar year (12 months) unless a written request is submitted to the Board of Directors, setting forth a hardship to the Owner. For purposes of this section, a unit shall be considered leased in the calendar year in which the lease commences. In the event a hardship is granted, the Board may grant an extension of lease rights within its discretion. Thereafter, the Owner must re-apply for hardship status.
- (4) No unit may be leased for a period of more or less than one year, without the written approval of the Board.
- (5) Any Unit being leased out in violation of this amended and restated Declaration or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
- (6) In addition to the authority to levy fines against the Owner for violation of this section or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an

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action for possession against the Owner and/or their tenant, under the Illinois Code of Civil Procedure, ILCS Art. IX, Sec. 5/9 and 5/10, et seq., formerly known as Ch. 110, para. 9-122 Ill. Rev'd. Stat., an action for injunctive and other equitable relief, or an action at law for damages.

- (7) Any action brought on behalf of the Association and/or the Board of Directors to enforce this section shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
- (8) All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
- (9) Any unit leased in accordance with this Declaration shall be in accordance with the Rules and Regulations of the Association.
- (10) Any rental restrictions imposed by an association established pursuant to a Condominium Declaration may prohibit rental of condominium units, but may not allow rental of units except within the restrictions contained herein.

## ARTICLE EIGHT Party Walls

### 8.01 GENERAL RULES OF LAW TO APPLY:

- A. Each wall which is built as part of the original construction of all buildings upon the Development and placed on the dividing line between the Lots and used in common with an adjoining building shall constitute a party wall.
- B. Each walkway which was built as a part of original construction and is partially upon one Lot and an adjacent Lot shall constitute a party driveway or party walk.

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 negligent or willful acts or omissions shall apply thereto.

**8.02 SHARING OF REPAIR AND MAINTENANCE:** The cost of reasonable repair, maintenance and replacement of a party wall and party driveway shall be shared by the Owners who make use of the said common walls and driveways in equal shares.

**8.03 DESTRUCTION BY FIRE OR OTHER CASUALTY:** If a party wall is destroyed or damaged by fire or other casualty, it shall immediately be restored by the

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affected Owners or their insurance carrier, and each shall contribute to the cost of restoration thereof in equal shares.

**8.04 RIGHT TO CONTRIBUTION RUNS WITH LAND:** 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. Association shall not be responsible for repair, replacement or maintenance of a party wall.

## **ARTICLE NINE** **Maintenance and Repair of Property and Facilities**

**9.01 MAINTENANCE AND REPAIR:** The By-Laws and Handbook of the Association and the rules and regulations adopted by it contain specific provisions for the maintenance, insurance, up-keep, repair, landscaping, materials, supplies, labor, furniture, structural alterations, services, gardening, cleaning, ecological balance, decorating, replacement and improvement and organization of the Common Property and Facilities.

**9.02 ASSESSMENTS:** This Declaration and the By-Laws of the Association contain provisions for the levying and the lien of assessments. Each Owner by acceptance of his respective deed, and each separate Association, shall be deemed to have covenanted and agreed to pay to Association the assessments provided for in such By-Laws in a timely manner, whether or not such covenant or condition shall be so expressed in any such deed or other conveyance. Association shall have all remedies available in law or equity to enforce the collection of assessments, including but not limited to, Forcible Entry and Detainer. Association shall have the right to charge a late fee for the late or delinquent payment of any assessment. Late fees and all costs of collection, including legal fees, shall be assessed to the Owner at the time they are incurred.

### **9.03. ARCHITECTURAL CONTROL:**

- A. The provisions of Article Seven, Section 7.14 provide that there will be no changes or additions made to any building or any Lot, nor shall any exterior storm sash, storm doors, canopies or awnings of any kind be attached to any Single-Family Attached Building without the approval of Association. Accordingly, no building, fence, wall or other structure shall be commenced, directed or maintained on the Development, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications, disclosing the nature, kind, shape, height, materials, colors and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of Association or by Association's architectural committee. In the event the Board of Directors of Association, or their designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted, approval will not be required and this Section and the provisions of Article Seven, Section 7.14 shall be deemed to have been fully satisfied. If, however, the Owner and the committee or Board have commenced good faith negotiations to

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resolve any disputes in plans or specifications, said time limit shall be automatically extended and shall only begin to run upon written notice from the Board of rejection. Any changes or addition to any building or Lot commenced without first having submitted plans and specifications for approval, the Board of Directors shall maintain a right of entry, without notice, and may remove said changes or additions and restore the property at Owner's expense.

- B. Notwithstanding the powers of architectural control granted to the Board and Architectural Committee, pursuant to Section 7.14 and Section 9.03, neither the Board nor the Architectural Committee shall approve the construction of any skylights, dormers or changes in the roof line or any attached or unattached rooms or building additions to any existing Dwellings or the installation of aluminum or vinyl siding on the Townhomes on either a park wide or any other basis, unless the same is approved by the affirmative vote of at least two-thirds (2/3rds) of the Owners present in person or by proxy voting at a meeting of Owners at which the proposed work is described and submitted for a vote.
- C. The Board of Directors has the power and discretion to make such modifications or changes to building exteriors during the course of repair, restoration or replacement, which it feels is in the best interests of the Association. Consideration shall at all times be given to cost, availability of materials, preventive and long-term maintenance and aesthetics. In the event the Board changes any color, texture or material which is currently in use, the Board shall send notice to all members of its intent at least ten (10) days prior to signing any contract or work order. It shall be the Board of Directors that makes modifications or changes hereunder.
- E. The Board shall give five (5) days notice to an Owner prior to effectuating any entry onto the Owner's land to remedy and/or repair any conditions; except as otherwise provided herein.

## **9.04 INSURANCE:**

- A. To preserve the environmental character and architectural standards of Regent Park, same shall not be altered as a consequence of loss by casualty in the event that any Dwelling Unit or Dwelling Units, or the Building or Buildings in which the same is or are situated, or any of the improvements situated on any Lot shall be damaged by fire or other casualty, each Owner and each separate Association shall, with all reasonable diligence, cause such damaged property to be repaired or rebuilt, including design, materials and colors, as near to the condition which existed prior to the date of such casualty, as is reasonably possible. Association shall be responsible for the payment of all insurance premiums on Common Property and Facilities, as may be for the general benefit of the Owners, Tenants and Occupants, including but not limited to, liability for property damage, worker's compensation, floods and other natural disasters, and directors and officers liability.

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- B. To assure the prompt repair, restoration or rebuilding of any Dwelling Unit or the Building in which the same is situated damaged or destroyed by fire or other casualty, each Owner and each separate Association shall maintain in full force and effect insurance consisting of or providing all the protections afforded by so-called fire and extended coverage, additional extended coverage, vandalism and malicious mischief, to the full replacement value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. All such insurance shall be issued by companies authorized to transact business in the State of Illinois. Each Owner and each separate Association shall provide proof of insurance to the Board of Directors upon request.
- C. In order to assure the correct completion of the work concerned, Association shall have the right, but not the obligation, to exercise such supervision and direction over any or all repair, restoration or rebuilding carried out pursuant to the provisions of this Article, and Owner and each separate Association shall fully cooperate with and abide by any and all instructions and directions of Association in connection therewith.
- D. Association shall obtain and maintain such insurance as its Board of Directors shall, from time to time, deem appropriate with respect to damage to or destruction of the Common Property and Facilities or to or of any of the improvements thereon, or to or of any other tangible or intangible assets for which Association may be responsible from time to time from any cause; and shall also obtain such liability and other kinds of insurance protection against such other matters of happenings as its Board of Directors shall, from time to time deem appropriate.
- The Board of Directors may, from time to time, require each Owner and each separate Association to maintain liability and other types of insurance protection on property solely within their respective control and name Association as an additional insured on such policies.
- E. Whenever Association shall be satisfied that any insurance to be maintained by any Owner or separate Association pursuant to this Article is not in force, or if the same is about to expire and will not be renewed prior to expiration, Association shall have the right, but not the obligation, to proceed to obtain such insurance or such lesser coverage as it may deem advisable, and the cost thereof shall be due from such delinquent Owner or separate Association so insured to Association forthwith upon demand, in the same manner and upon the same terms as any assessment payable pursuant to this Declaration or the By-Laws of Association.
- F. Association shall have the right, but not the obligation, to require each Owner and each separate Association to deposit with Association a certificate or certificates of insurance setting forth therein the coverages required pursuant to this Article and such certificate or certificates shall not be cancelable except upon forty-five (45) days' prior written notice to Association.

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- G. Association reserves the right to obtain a blanket property insurance policy covering the Common Property and Facilities and the insurance required to be carried by the Owners; provided, however, that such an action by the Board must be authorized by not less than two-thirds (2/3) of the Owners. The premium for said insurance shall be paid by Association from the Maintenance Fund as a common expense.

## **ARTICLE TEN** **Amendments**

**10.01 POWER TO AMEND:** The Association, by and through the Board of Directors and/or the members, shall have, and it is hereby granted, the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements and restrictions herein contained, at any time and from time to time, by action recommended by its Board of Directors or 33% of the members of the Association petitioning the Board to direct Association legal counsel to draft an amendment format and circulating same amongst the members at a meeting as aforesaid and approved by a 2/3rds majority vote of those members present, in person or by proxy or by absentee ballot, at a meeting of members duly called for said purpose.

**10.02 EVIDENCE OF AMENDMENT:** Any action, when taken pursuant to Section 10.01 hereof, shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as such instrument shall be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois.

**10.03 ADDITIONAL POWERS:** Association shall have, and is hereby granted, the power to adopt, amend, modify, otherwise alter and enforce additional rules and regulations including either or all of the Common Property and Facilities and the Dwelling Units, by action recommended by its Board of Directors; and that such action shall not cause the land, or any part thereof, to be in non-compliance with any zoning ordinance or other applicable government law or regulation.

**10.04 EVIDENCE OF EXERCISE OF ADDITIONAL POWERS:** Any additional rules or regulations adopted by the Association pursuant to the authority granted to it in Section 10.01 hereof and any amendment or modification of any such additional rules or regulations shall be evidenced by an appropriate written instrument issued by the Association and shall become and be effective as of such date as shall be designated in such instrument.

**10.05 COPIES OF EVIDENCE OF EXERCISE OF AMENDMENT OR ADDITIONAL POWERS:** Whenever the Association shall cause any instrument to be placed of record in order to render effective any action taken pursuant to Sections 10.01 or 10.03 hereof, it shall be the duty of the Association to transmit a full, true and complete copy of such instrument to each then Dwelling Owner promptly; PROVIDED, HOWEVER, that failure so to do shall not invalidate or delay the effective date of any action effectuated by such instrument.

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## ARTICLE ELEVEN General Provisions

**11.01 DURATION:** The covenants and restrictions of this Declaration shall inure to the benefit of and be enforceable by Association, unless amended or terminated. The covenants and restrictions contained in this Declaration may be terminated by an instrument signed by the Owners of one hundred percent (100%) of the Dwellings subject to the provisions of this Declaration and by any Mortgagee of any Dwelling Unit. Any such amendment or termination shall not become effective until recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

**11.02 EMINENT DOMAIN:** If the effect of a taking through condemnation of any part of the land by any governmental authority having power so to do shall be to segregate any part of the land from the remainder thereof so that such segregated part of the land shall no longer be considered a part of the scheme of development, and the same shall be deemed to have been removed and released from the terms and provisions of this Declaration, then this Declaration shall be of no further force and effect with respect thereto.

**11.03 NOTICES:** Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Person who appears as a member or Owner on the records of the Association at the time of such mailing.

**11.04 ENFORCEMENT:** Enforcement of these covenants and restrictions may be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages against any person personally liable pursuant to the provisions hereof or to enforce a lien against the Fee Ownership or Ownership of any Owner or to deny the use of the Common Property and Facilities or pursuant to the Illinois Code of Civil Procedures governing Forcible Entry and Detainer. The failure by Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The remedies given by the provisions hereof or by the By-Laws of Association may be exercised cumulatively or independently. Any Owner and/or Tenant found to be in violation of any of these covenants shall be liable for all of the Association costs incurred for enforcement, including attorneys' fees.

**11.05 SEVERABILITY:** Invalidation of any one or more of these covenants or restrictions, by judgment or Court Order, shall not affect any other provisions hereof which shall remain in full force and effect.

**11.06 AUTHORITY OF THE BOARD:** This Declaration is executed by the Board of Directors of Regent Park Property Owners Association, in the exercise of the power and authority conferred upon and vested in it by the original Declaration of Easements and the Declaration of Covenants, and the Board of Directors represents that it possesses full power and authority to execute this instrument.

IN WITNESS WHEREOF, the Board of Directors of Regent Park Property Owners Association, not personally but solely as the duly elected Board of Directors of the

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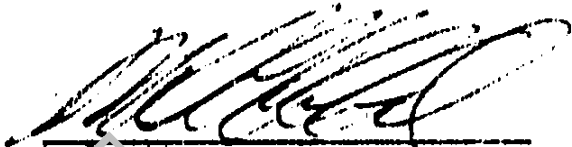
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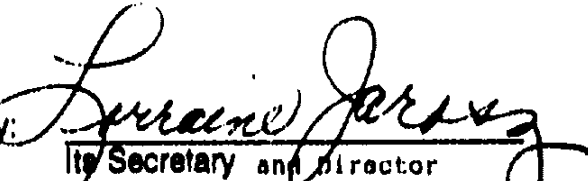
Property of Cook County Clerk's Office

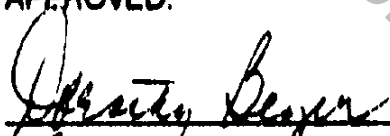

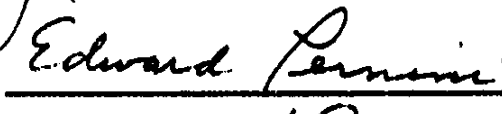


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Regent Park Property Owners Association, an Illinois not-for-profit corporation organized and operating pursuant to the Illinois Not-For-Profit Corporation Act, each have caused their names to be signed to these presents and attested by their duly authorized representatives as of the day and year first above written.

**Board of Directors of Regent Park Property Owners Association, an Illinois not-for-profit corporation**

By:   
\_\_\_\_\_  
Its President and Director

ATTEST:  
  
By: \_\_\_\_\_  
Its Secretary and Director

APPROVED:  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
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Being the Board of Directors of the  
Regent Park Property Owners Association

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## EXHIBIT A

### LEGAL DESCRIPTION:

REGENT PARK SUBDIVISION, UNITS ONE AND TWO SUBDIVISIONS IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SAID PLAT OF UNIT ONE WAS REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JANUARY 16, 1984 AS DOCUMENT NO. 2131431, AND WHICH SAID PLAT OF UNIT TWO WAS SO REGISTERED ON JULY 29, 1984 AS DOCUMENT NO. 2163179.

All in Arlington Heights, Illinois and commonly known as:

<u>Address</u>	<u>P.I.N.</u>
2604 Bel Aire Drive	03-28-406-092
2605 Bel Aire Drive	03-28-407-023
2608 Bel Aire Drive	03-28-407-024
2609 Bel Aire Drive	03-28-407-024
2612 Bel Aire Drive	03-28-406-094
2616 Bel Aire Drive	03-28-406-095
2617 Bel Aire Drive	03-28-407-025
2619 Bel Aire Drive	03-28-407-026
2627 Bel Aire Drive	03-28-407-029
2623 Bel Aire Drive	03-28-407-030
2630 Bel Aire Drive, #3	03-28-406-080-1001
2630 Bel Aire Drive, #101	03-28-406-080-1002
2630 Bel Aire Drive, #102	03-28-406-080-1003
2630 Bel Aire Drive, #103	03-28-406-080-1004
2630 Bel Aire Drive, #104	03-28-406-080-1005
2630 Bel Aire Drive, #201	03-28-406-080-1006
2630 Bel Aire Drive, #202	03-28-406-080-1007
2630 Bel Aire Drive, #203	03-28-406-080-1008
2630 Bel Aire Drive, #204	03-28-406-080-1009
2630 Bel Aire Drive, #301	03-28-406-080-1010
2630 Bel Aire Drive, #302	03-28-406-080-1011
2630 Bel Aire Drive, #303	03-28-406-080-1012
2630 Bel Aire Drive, #304	03-28-406-080-1013
2631 Bel Aire Drive	03-28-407-028
2635 Bel Aire Drive	03-28-407-027
2639 Bel Aire Drive	03-28-407-069
2643 Bel Aire Drive	03-28-407-070
2700 Bel Aire Drive, #3	03-28-406-116-1001
2700 Bel Aire Drive, #101	03-28-406-116-1002
2700 Bel Aire Drive, #102	03-28-406-116-1003
2700 Bel Aire Drive, #103	03-28-406-116-1004
2700 Bel Aire Drive, #104	03-28-406-116-1005
2700 Bel Aire Drive, #201	03-28-406-116-1006
2700 Bel Aire Drive, #202	03-28-406-116-1007

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## Address

## P.I.N.

2700 Bel Aire Drive, #203	03-28-406-116-1008
2700 Bel Aire Drive, #204	03-28-406-116-1009
2700 Bel Aire Drive, #301	03-28-406-116-1010
2700 Bel Aire Drive, #302	03-28-406-116-1011
2700 Bel Aire Drive, #303	03-28-406-116-1012
2700 Bel Aire Drive, #304	03-28-406-116-1013
2703 Bel Aire Drive	03-28-407-071
2707 Bel Aire Drive	03-28-407-072
2711 Bel Aire Drive	03-28-407-073
2715 Bel Aire Drive	03-28-407-074
2719 Bel Aire Drive	03-28-407-055
2721 Bel Aire Drive	03-28-407-056
2725 Bel Aire Drive	03-28-407-057
2727 Bel Aire Drive	03-28-407-058
2803 Bel Aire Drive	03-28-407-053
2805 Bel Aire Drive	03-28-407-054
2809 Bel Aire Drive	03-28-407-052
2811 Bel Aire Drive	03-28-407-051
2812 Bel Aire Drive, #3	03-28-406-115-1001
2812 Bel Aire Drive, #101	03-28-406-115-1002
2812 Bel Aire Drive, #102	03-28-406-115-1003
2812 Bel Aire Drive, #103	03-28-406-115-1004
2812 Bel Aire Drive, #104	03-28-406-115-1005
2812 Bel Aire Drive, #201	03-28-406-115-1006
2812 Bel Aire Drive, #202	03-28-406-115-1007
2812 Bel Aire Drive, #203	03-28-406-115-1008
2812 Bel Aire Drive, #204	03-28-406-115-1009
2812 Bel Aire Drive, #301	03-28-406-115-1010
2812 Bel Aire Drive, #302	03-28-406-115-1011
2812 Bel Aire Drive, #303	03-28-406-115-1012
2812 Bel Aire Drive, #304	03-28-406-115-1013
2815 Bel Aire Drive	03-28-407-050
2816 Bel Aire Drive	03-28-406-096
2818 Bel Aire Drive	03-28-406-097
2817 Bel Aire Drive	03-28-407-049
2821 Bel Aire Drive	03-28-407-048
2822 Bel Aire Drive	03-28-406-098
2823 Bel Aire Drive	03-28-407-047
2824 Bel Aire Drive	03-28-406-099
2827 Bel Aire Drive	03-28-407-046
2828 Bel Aire Drive	03-28-406-100
2830 Bel Aire Drive	03-28-406-101
2831 Bel Aire Drive	03-28-407-045
2602 Garden Walk	03-28-406-052
2603 Garden Walk	03-28-406-075
2606 Garden Walk	03-28-406-053
2607 Garden Walk	03-28-406-074

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<u>Address</u>	<u>P.I.N.</u>
2610 Garden Walk	03-28-406-054
2611 Garden Walk	03-28-406-073
2614 Garden Walk	03-28-406-055
2615 Garden Walk	03-28-406-072
20 Pear Tree Lane	03-28-406-087
21 Pear Tree Lane	03-28-406-071
22 Pear Tree Lane	03-28-406-086
23 Pear Tree Lane	03-28-406-070
101 Pear Tree Lane, #3	03-28-406-124-1001
101 Pear Tree Lane, #101	03-28-406-124-1002
101 Pear Tree Lane, #102	03-28-406-124-1003
101 Pear Tree Lane, #103	03-28-406-124-1004
101 Pear Tree Lane, #104	03-28-406-124-1005
101 Pear Tree Lane, #201	03-28-406-124-1006
101 Pear Tree Lane, #202	03-28-406-124-1007
101 Pear Tree Lane, #203	03-28-406-124-1008
101 Pear Tree Lane, #204	03-28-406-124-1009
101 Pear Tree Lane, #301	03-28-406-124-1010
101 Pear Tree Lane, #302	03-28-406-124-1011
101 Pear Tree Lane, #303	03-28-406-124-1012
101 Pear Tree Lane, #304	03-28-406-124-1013
107 Pear Tree Lane	03-28-406-089
109 Pear Tree Lane	03-28-406-088
110 Pear Tree Lane	03-28-406-056
111 Pear Tree Lane	03-28-406-087
112 Pear Tree Lane	03-28-406-057
114 Pear Tree Lane	03-28-406-058
115 Pear Tree Lane	03-28-406-066
116 Pear Tree Lane	03-28-406-059
117 Pear Tree Lane	03-28-406-065
118 Pear Tree Lane	03-28-406-060
119 Pear Tree Lane	03-28-406-064
120 Pear Tree Lane	03-28-406-061
121 Pear Tree Lane	03-28-406-062
123 Pear Tree Lane	03-28-406-063
9 S. Regency Court W.	03-28-407-021
14 S. Regency Court E.	03-28-407-040
15 S. Regency Court W.	03-28-407-020
16 S. Regency Court E.	03-28-407-039
17 S. Regency Court W.	03-28-407-019
19 Regency Court W.	03-28-407-059
20 S. Regency Court E.	03-28-407-038
21 S. Regency Court W.	03-28-407-060
22 S. Regency Court E.	03-28-407-037
23 Regency Court W.	03-28-406-076
25 Regency Court W.	03-28-407-062

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## Address

## P.I.N.

26 Regency Court E.	03-28-407-031
27 Regency Court W.	03-28-407-063
28 S. Regency Court E.	03-28-407-032
29 S. Regency Court W.	03-28-407-084
30 S. Regency Court E.	03-28-407-033
32 S. Regency Court E.	03-28-407-034
34 S. Regency Court E.	03-28-407-035
36 S. Regency Court E.	03-28-407-036
4 N. Regency Drive E.	03-28-406-102
6 N. Regency Drive E.	03-28-406-103
9 N. Regency Drive W.	03-28-406-091
10 N. Regency Drive E.	03-28-406-104
11 N. Regency Drive W.	03-28-406-090
12 N. Regency Drive E.	03-28-406-105
14 N. Regency Drive E.	03-28-406-106
15 N. Regency Drive W.	03-28-406-089
16 N. Regency Drive E.	03-28-406-107
17 N. Regency Drive W.	03-28-406-088
18 N. Regency Drive E.	03-28-406-049
20 N. Regency Drive E.	03-28-406-048
21 N. Regency Drive W.	03-28-406-077
22 N. Regency Drive E.	03-28-406-078
23 N. Regency Drive W.	03-28-406-076
24 N. Regency Drive E.	03-28-406-079
26 N. Regency Drive E.	03-28-406-108
28 N. Regency Drive	03-28-406-109
30 N. Regency Drive E.	03-28-406-110
32 N. Regency Drive E.	03-28-406-127
100 N. Regency Drive E., #3	03-28-406-128-1001
100 N. Regency Drive E., #101	03-28-406-128-1002
100 N. Regency Drive E., #102	03-28-406-128-1003
100 N. Regency Drive E., #103	03-28-406-128-1004
100 N. Regency Drive E., #104	03-28-406-128-1005
100 N. Regency Drive E., #201	03-28-406-128-1006
100 N. Regency Drive E., #202	03-28-406-128-1007
100 N. Regency Drive E., #203	03-28-406-128-1008
100 N. Regency Drive E., #204	03-28-406-128-1009
100 N. Regency Drive E., #301	03-28-406-128-1010
100 N. Regency Drive E., #302	03-28-406-128-1011
100 N. Regency Drive E., #303	03-28-406-128-1012
100 N. Regency Drive E., #304	03-28-406-128-1013
106 N. Regency Drive E.	03-28-406-121
110 N. Regency Drive E.	03-28-406-122
111 N. Regency Drive W.	03-28-406-085
115 N. Regency Drive W.	03-28-406-084
116 N. Regency Drive E.	03-28-406-117
117 N. Regency Drive W.	03-28-406-083

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Address

P.I.N.

118 N. Regency Drive E.	03-28-406-118
119 N. Regency Drive W.	03-28-406-082
121 N. Regency Drive W.	03-28-406-051
122 N. Regency Drive E.	03-28-406-119
123 N. Regency Drive W.	03-28-406-050
124 N. Regency Drive E.	03-28-406-120
128 N. Regency Drive E.	03-28-406-112
130 N. Regency Drive E.	03-28-406-113
1 S. Regency Drive W.	03-28-407-065
2 S. Regency Drive E.	03-28-407-044
3 S. Regency Drive W.	03-28-407-066
4 S. Regency Drive E.	03-28-407-043
5 S. Regency Drive W.	03-28-407-067
7 S. Regency Drive W.	03-28-407-068
8 S. Regency Drive E.	03-28-407-042
10 S. Regency Drive E.	03-28-407-041

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**EXHIBIT B  
TO AMENDED AND RESTATED  
DECLARATION FOR  
REGENT PARK PROPERTY OWNERS ASSOCIATION**

**The Amended and Restated By-Laws of  
REGENT PARK PROPERTY OWNERS ASSOCIATION ("RPPOA")  
an Illinois not-for-profit Corporation**

**ARTICLE I  
NAME OF CORPORATION**

The name of this corporation is REGENT PARK PROPERTY OWNERS ASSOCIATION ("RPPOA").

**ARTICLE II  
PURPOSE AND POWERS**

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**2.01 PURPOSES:** The purposes of this Association are to act on behalf of its members collectively, as their governing body with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit B to the Amended and Restated Declaration of Regent Park Property Owners Association ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

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

**2.03 PERSONAL APPLICATION:** All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Dwelling Unit or the act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

**2.04 INCORPORATION OF PROVISIONS OF THE ACT:** These By laws shall be deemed to incorporate and include any provisions which are specifically required by the Act from time to time to be included in the By-Laws including, without limitation, those provisions required in Section 18 of the Act.

**ARTICLE III  
OFFICES**

**3.01 REGISTERED OFFICE:** The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical

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with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

**3.02 PRINCIPAL OFFICE:** The Association's principal office shall be maintained on the Parcel or at the office of the managing agent engaged by the Association.

## **ARTICLE IV MEETINGS OF MEMBERS**

**4.01 VOTING RIGHTS:** The Association shall have one class of membership. There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Dwelling Unit is one individual then such individual shall be the Voting Member. If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have one vote for each Dwelling Unit which he represents. No Voting Member may present more than three (3) proxies at any time.

**4.02 PLACE OF MEETING: QUORUM.** Meetings of the Owners shall be held on the Property or at such other place in the County in which the Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding thirty-three percent (33%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association. The affirmative vote of 75% of the votes entitled to be cast shall be required for the purchase or sale of land or of Dwelling Units on behalf of all Owners.

**4.03 ANNUAL MEETINGS:** There shall be an annual meeting of the Owners on the second Saturday of September each year at 9:30 a.m. or at such other time and/or date designated by the Board.

**4.04 SPECIAL MEETINGS:** Special meetings of the owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. said meetings shall be called by written notice, authorized by the President, a

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majority of the Board or by Voting Members representing at least twenty percent (20%) of the votes.

**4.05 NOTICE OF MEMBERSHIP MEETINGS:** Written notice of any membership meeting shall be mailed or personally delivered and posted conspicuously on the Property, giving owners not less than ten (10) nor more than thirty (30) days notice of the time, place, and purpose of the meeting.

## **ARTICLE V BOARD OF DIRECTORS**

**5.01 IN GENERAL:** The affairs of the Association and the direction and administration of the Property shall be vested in the Board, which shall consist of seven (7) persons ("Directors"). At least two (2) but no more than three (3) of the Directors shall be members of the Condominiums. The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

**5.02 ELECTION:** At each election for members of the Board, each Voting Member for each Dwelling Unit which he represents shall be entitled to the number of votes equal to the number of Directors to be elected and cumulative voting shall not be permitted; provided that a Resident who is a contract purchaser of a Dwelling Unit from a contract seller other than the Declarant shall have the right to vote for Directors unless such contract seller expressly retains such right in writing. Three (3) Directors shall be elected in odd numbered years and four (4) Directors shall be elected in the even numbered years. All Directors shall serve two (2) year terms. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office, provided, however, that no Director shall serve more than three (3) consecutive full terms in office (excluding those terms in progress at the time the Amended and Restated Declaration of Easements and By-Laws are recorded).

**5.03 ANNUAL MEETINGS:** The Board shall hold an annual meeting within ten (10) days after the annual meeting of the owners (2nd Saturday in September) at such place as shall be fixed by the Directors at the annual meeting of the Owners, for the purpose of electing officers and such other purposes as the Board deems appropriate. There shall also be a Spring meeting of the owners held on the second Saturday in May.

**5.04 REGULAR MEETINGS:** Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors; provided, that, not less than four such meetings shall be held during each fiscal year.

**5.05 SPECIAL MEETINGS:** Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

**5.06 NOTICE OF BOARD MEETINGS:** Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall

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be given to each owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Notice of each meeting of the Board shall also be conspicuously posted on the Dwelling Property at least forty-eight (48) hours prior to the meeting.

**5.07 OPEN MEETINGS:** Each meeting of the Board, to the extent required by law, shall be open to any Owner and, if required under the Act, notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the Dwelling Property at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

**5.08 QUORUM:** A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

**5.09 COMPENSATION/REIMBURSEMENT FOR EXPENSES:** No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

**5.10 REMOVAL OR RESIGNATION OF DIRECTOR:** Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. Any Director may be removed by action of the remaining Directors if a Director misses three (3) consecutive meetings without good cause shown. If a Director ceases to be an owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

**5.11 POWERS AND DUTIES OF THE BOARD:** The Board shall have all of the powers and duties granted to it or imposed upon it by the Act, the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

(a) Subject to the provisions of Sections 4.05 of the Declaration, to engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;

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(b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;

(c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Elements for which the Association is responsible under the Declaration and these By-Laws;

(d) To estimate and provide each Owner with an annual budget as provided for in the Declaration;

(e) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

(f) To pay the Common Expenses;

(g) To adopt rules and regulations as provided in the Declaration;

(h) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;

(i) To own, convey, encumber, lease, or otherwise deal with Town-home Units or other real property conveyed to or purchased by the Association; and

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

## **ARTICLE VI OFFICERS**

**6.01 OFFICERS:** The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and such assistants to such 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 discretion of the Board. Officers may succeed themselves in office. The President, Vice President, Secretary and Treasurer shall be Directors. The Board may appoint a Recording Secretary for purposes of taking minutes of the Board and Homeowners' meetings, who need not be either a director or owner.

**6.02 VACANCY OF OFFICE:** Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

**6.03 POWERS OF OFFICERS:** The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

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(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws;

(b) In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the corporate seal of the Association and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Act, the Declaration or these By-Laws;

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

**6.04 OFFICERS' COMPENSATION:** The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

## **ARTICLE VII** **COMMITTEES DESIGNATED BY BOARD**

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

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

**7.03 TERM:** Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee

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shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**7.04 CHAIRMAN:** One member of each committee shall be appointed chairman.

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

**7.06 QUORUM:** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

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

## **ARTICLE VIII** **INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS**

**8.01 EXECUTION OF INSTRUMENTS:** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President and attested to by the Secretary of the Association.

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

**8.03 BANK ACCOUNTS:** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

**8.04 SPECIAL RECEIPTS:** The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## **ARTICLE IX** **FISCAL MANAGEMENT**

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**9.01 FISCAL YEAR:** The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

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**9.02 ANNUAL STATEMENT:** Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an Itemized accounting of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the Common Expenses were incurred or paid for capital expenditures or repairs or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

**9.03 ASSESSMENT PROCEDURE:** Annual assessments and special assessments shall be made and collected as provided in Article Six of the Declaration, and the provisions of Article Six are incorporated herein by reference.

## **ARTICLE X 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, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

## **ARTICLE XI 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 and the words "Corporate Seal, Illinois."

## **ARTICLE XII AMENDMENTS**

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Article Ten of the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act. No amendment to these By-Laws shall become effective until Recorded.

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**AMENDED AND RESTATED  
DECLARATION OF  
EASEMENTS FOR THE  
REGENT PARK PROPERTY  
OWNERS ASSOCIATION  
(RPPOA)**

**THIS DOCUMENT PREPARED BY:**

**Jordan I. Shifrin  
KOVITZ SHIFRIN & WAITZMAN  
3438 North Kennicott, Suite 150  
Arlington Heights, IL 60004**

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11/15/2023

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**AMENDED AND RESTATED DECLARATION OF  
EASEMENTS FOR THE  
REGENT PARK PROPERTY OWNERS ASSOCIATION**

**PREAMBLE**

The purposes and objectives of this Amended and Restated Declaration of Easements of Regent Park Property Owners Association are to provide for:

- A. The conservation of the natural environment and ecology applicable to the property which comprises Regent Park.
- B. The continuation and enhancement of the landscape elements and other aesthetic conditions of Regent Park.
- C. A means for preserving the architectural integrity of Regent Park.
- D. The controls necessary to prevent impairment of Regent Park as may be the result of the inadvertent or unintentional uses affecting the harmony and balance thereof.
- E. The means of maintaining all those physical parts of the development which, if not properly sustained, would adversely affect Regent Park's environment.
- F. The perpetuation of the original purposes and objectives of the corporation.
- G. The means for maintaining and enhancing the property values of Regent Park homeowners.

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## INDEX

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### AMENDED AND RESTATED DECLARATION OF EASEMENTS FOR THE REGENT PARK PROPERTY OWNERS ASSOCIATION

Page No.

#### ARTICLE ONE Definitions

1.01	Act	2
1.02	Association	3
1.03	Board	3
1.04	By-Laws	3
1.05	Common Areas	3
1.06	Common Element	3
1.07	Common Property and Facilities	3
1.08	Condominium Declaration	3
1.09	Declaration	3
1.10	Development	3
1.11	Dwelling	3
1.12	Family (or Single Family)	3
1.13	Fee Ownership	4
1.14	Lot	4
1.15	Member	4
1.16	Occupant	4
1.17	Open Space Easement	4
1.18	Out Lot	4
1.19	Owner	4
1.20	Perimeter Homes	4
1.21	Person	4
1.22	Plat	4
1.23	Services	4
1.24	Single-Family Attached Building	4
1.25	Single-Family Detached Building (also known as Perimeter Homes	4
1.26	Tenant	5
1.27	Unit	5
1.28	Unit Ownership	5

#### ARTICLE TWO Regent Park Property Owners Association

2.01	Incorporation of Association	5
2.02	Administration of Association	5
2.03	Master Association	5

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Case No. 10-10-00000

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

2.04	Liability of and Indemnity to Board Members	5
2.05	Membership	6

## ARTICLE THREE Mergers

3.01	Merger of Associations	6
------	------------------------	---

## ARTICLE FOUR Easements

4.01	General Ingress and Egress	6
4.02	Easement for Recreational Facilities and Amenities	7
4.03	Access to Recreational Facilities and Amenities	7
4.04	Boundary and Encroachment Easements	7
4.05	Access to Lots and Common Properties	8
4.06	Utility Easements	8
4.07	Security, Television Cable and Antenna Systems	8
4.08	Scope of Easements	8

## ARTICLE FIVE

### Right to Use and Title to Common Property and Facilities

5.01	Use of Common Property and Facilities	8
5.02	Title to Common Property and Facilities	9
5.03	Limitations Upon Rights of Use and Enjoyment	9
5.04	Mortgages	9

## ARTICLE SIX

### Assessments - Maintenance Fund

6.01	Preparation of Estimated Budget	10
6.02	Allocation	10
6.03	Separate Assessments	11
6.04	Failure to Prepare Annual Budget	12
6.05	Books and Records	12
6.06	Remedies for Failure to Pay Assessments	12
6.07	Association's Lien Subordinated to Mortgages	13
6.08	Association Authority to Borrow	13

## ARTICLE SEVEN

### Common Restrictions, Maintenance and Services Provided by Association

7.01	Restrictions Relating to Land Use	14
------	-----------------------------------	----

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7.02	Restrictions Relating to Common Property and Facilities	14
7.03	Subdivision of Lots	14
7.04	Business or Commercial Activities	14
7.05	Occupancy Limitation	14
7.06	Maintenance of Property	14
7.07	Painting	15
7.08	Noxious or Offensive Activities	15
7.09	No Hazardous Activities	15
7.10	Alterations and Restrictions	15
7.11	No Annoying Lights, Sounds or Odors	16
7.12	No Temporary Structures	16
7.13	Restriction on Signs	16
7.14	Restriction on Alterations and Additions	16
7.15	Grading	16
7.16	Parking Areas	16
7.17	Planting	17
7.18	Snow Removal and Security	17
7.19	Electrical Service	17
7.20	Landscaping	17
7.21	Sale or Transfer	18

## ARTICLE EIGHT Party Walls

8.01	General Rules of Law to Apply	19
8.02	Sharing of Repair and Maintenance	19
8.03	Destruction by Fire or Other Casualty	19
8.04	Right to Contribution Runs With Land	20

## ARTICLE NINE Maintenance and Repair of Property and Facilities

9.01	Maintenance and Repair	20
9.02	Assessments	20
9.03	Architectural Control	20
9.04	Insurance	21

## ARTICLE TEN Amendments

10.01	Power to Amend	23
10.02	Evidence of Amendment	23
10.03	Additional Powers	23
10.04	Evidence of Exercise of Additional Powers	23
10.05	Copies of Evidence of Exercise of Amendment or Additional Powers	23

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# UNOFFICIAL COPY

## ARTICLE ELEVEN General Provisions

11.01	Duration .....	24
11.02	Eminent Domain .....	24
11.03	Notices .....	24
11.04	Enforcement .....	24
11.05	Severability .....	24
11.06	Authority of the Board .....	24
Exhibit A - Legal Description .....		A-1/A-5
Exhibit B - By-Laws .....		B-1/B-9

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