

UNOFFICIAL COPY

99534298

5453/0101 53 001 Page 1 of 45
1999-06-03 16:06:02
Cook County Recorder 109.00



99534298

AMENDED AND RESTATED DECLARATION OF COVENANTS FOR THE WINTHROP VILLAGE ASSOCIATION

For Use By Recorder's Office Only

E		A
P		P
T		V
T		(M)

This document prepared by and after recording to be returned to:

JORDAN I. SHIFRIN
Kovitz Shifrin & Waitzman
750 Lake Cook Road, Suite 350
Buffalo Grove, IL 60089 — (847) 537-0500

RECORDING FEE \$ 109.00
DATE 6/3/99 COPIES 6
OK GM 45 PM

UNOFFICIAL COPY

AMENDED AND RESTATED DECLARATION OF COVENANTS FOR THE WINTHROP VILLAGE ASSOCIATION

99534298

Table of Contents

<u>Section</u>	<u>Page</u>
Article One - Definitions	3
1.01 Act	3
1.02 Association	3
1.03 Board	3
1.04 By-Laws	3
1.05 Common Areas	3
1.06 Common Property and Facilities	3
1.07 Declaration	3
1.08 Development	4
1.09 Dwelling	4
1.10 Family (or Single Family)	4
1.11 Fee Ownership	4
1.12 Lot	4
1.13 Member	4
1.14 Occupant	4
1.15 Open Space Easement	4
1.16 Out Lot	4
1.17 Owner	4
1.18 Person	4
1.19 Plat	4
1.20 Residential Unit (also Residential Dwelling Unit or Dwelling Unit)	5
1.21 Services	5
1.22 Single-Family Attached Building	5
Article Two - Winthrop Village Association	5
2.01 Incorporation of Association	5
2.02 Administration of Association	5
2.03 Liability of and Indemnity to Board Members	5
2.04 Membership	6
Article Three - Easements	6
3.01 General Ingress and Egress	6
3.02 Boundary and Encroachment Easements	7
3.03 Access to Lots and Common Properties	7
3.04 Utility Easements	7
3.05 Scope of Easements	8

Article Four - Right to Use and Title to Common Property and Facilities 8

4.01 Use of Common Property and Facilities 8

4.02 Title to Common Property and Facilities 8

4.03 Limitations Upon Rights of Use and Enjoyment 8

4.04 Mortgages 9

Article Five - Assessments; Maintenance Fund 9

5.01 Preparation of Estimated Budget 9

5.02 Allocation 10

5.03 Separate Assessments 10

5.04 Failure to Prepare Annual Budget 11

5.05 Books and Records 11

5.06 Remedies for Failure to Pay Assessments 12

5.07 Association's Lien Subordinated to Mortgages 12

5.08 Association Authority to Borrow 13

Article Six - Common Restrictions, Maintenance and Services Provided by Association 13

6.01 Restrictions Relating to Land Use 13

6.02 Restrictions Relating to Common Property and Facilities 13

6.03 Ingress/Egress 13

6.04 Common Property Fences, Landscaping, Etc. 13

6.05 Subdivision of Lots 14

6.06 Business or Commercial Activities 14

6.07 Occupancy Limitation 14

6.08 Maintenance of Property 14

6.09 Maintenance Obligation 15

6.10 Noxious or Offensive Activities 15

6.11 No Hazardous Activities 15

6.12 Alterations and Restrictions 16

6.13 No Annoying Lights, Sounds or Odors 17

6.14 No Temporary Structures 17

6.15 Restrictions on Signs 17

6.16 Restriction on Alterations and Additions 17

6.17 Grading 17

6.18 Parking Areas 17

6.19 Planting 17

6.20 Snow Removal 18

6.21 Electrical Service 18

6.22 Landscaping 18

<u>Section</u>	<u>Page</u>
Article Seven - Sale, Leasing or Other Transfer	19
7.01 Sale or Transfer	19
(a) Transfer to Immediate Family Members or Trust	19
(b) Sale or Other Transfer	19
7.02 Leasing	20
7.03 Hardship	21
Article Eight - Party Walls	22
8.01 General Rules of Law to Apply	22
8.02 Sharing of Repair and Maintenance	22
8.03 Destruction by Fire or Other Casualty	22
8.04 Right to Contribution Runs with Land	22
Article Nine - Maintenance and Repair of Property and Facilities	23
9.01 Maintenance and Repair	23
9.02 Assessments	23
9.03 Architectural Control	23
9.04 Insurance	24
Article Ten - Amendments	26
10.01 Power to Amend	26
10.02 Additional Powers	26
10.03 Evidence of Exercise of Additional Powers	26
10.04 Copies of Evidence of Exercise of Amendment or Additional Powers	26
Article Eleven - General Provisions	27
11.01 Duration	27
11.02 Eminent Domain	27
11.03 Notices	27
11.04 Enforcement	27
11.05 Severability	27
11.06 Authority of the Board	27
Exhibit A - Legal Description	
Exhibit B - The Amended and Restated By-Laws of Winthrop Village Association	

AMENDED AND RESTATED DECLARATION OF COVENANTS FOR THE WINTHROP VILLAGE ASSOCIATION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS is made and entered into this 19th day of May, 1999 by the Board of Directors of the Winthrop Village Association, pursuant to its authority under the initial Declaration of Covenants recorded in the Office of the Recorder of Deeds of Cook County, Illinois on July 16, 1968 as Document Number 20552836 and subsequently amended from time to time thereafter. This document does hereby supersede the initial declaration and upon recording, shall operate as the Declaration of Covenants and By-Laws unless subsequently amended.

WITNESSETH:

The purposes and objectives of this Amended and Restated Declaration of Easements of Winthrop Village Association are to provide for:

- A. The conservation of the natural environment and ecology applicable to the property which comprises Winthrop Village.
- B. The continuation and enhancement of the landscape elements and other aesthetic conditions of Winthrop Village.
- C. A means for preserving the architectural integrity of Winthrop Village.
- D. The controls necessary to prevent impairment of Winthrop Village 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 Winthrop Village'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 Winthrop Village homeowners.

WHEREAS, the Board of Directors of the Winthrop Village 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 Covenants 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 and approved by the affirmative vote of at least two-thirds of the members of the Association.

NOW, THEREFORE, the Winthrop Village Association for the purposes set forth above, hereby declare that the original Declaration of Covenants is hereby amended by replacing said Declaration with the following Amended and Restated Declaration of Covenants.

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.

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 shall be further subject to and have the benefit of specific covenants and restrictions.
3. Although certain lots have not been submitted to the Illinois Condominium Property Act ("Act") of the State of Illinois, § 18.5(c) through (h) of the Act governing Common Interest Communities (765 ILCS 605/18.5 et seq.) which may be amended from time to time is applicable.

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.

1.02 ASSOCIATION. Winthrop Village 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 are attached to this Amended and Restated Declaration as Exhibit B.

1.05 COMMON AREAS. All buildings have been platted and incorporated into the Winthrop Village 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 Winthrop Village 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 PROPERTY AND FACILITIES. That part of the Development owned by the Winthrop Village Association, an Illinois not-for-profit corporation, and also designated as part of the common areas which will not be dedicated to public authorities.

1.07 DECLARATION. This instrument (also referred to as Amended and Restated Declaration).

UNOFFICIAL COPY

1.08 DEVELOPMENT. A complex of residential dwelling structures situated in the City of Rolling Meadows, Cook County, Illinois, together with certain related common areas, constructed on the land and described on Exhibit "A" of the original Declaration of Covenants.

1.09 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.

1.10 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.

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

1.12 LOT. That part of the Development delineated by definable boundaries on the plat of subdivision for Winthrop Village improved with a residence and used for single family purposes or for common property and facilities.

1.13 MEMBER. Any owner of a dwelling or dwelling unit shall be a member of the Winthrop Village Association, an Illinois not-for-profit corporation.

1.14 OCCUPANT. A Person or Persons who occupy a Dwelling as an Owner or a family member.

1.15 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.

1.16 OUT LOT. That part of the entire Development delineated by definable boundaries and designated as "Out Lot" on the plat of subdivision for Winthrop Village.

1.17 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.

1.18 PERSON. A natural individual, trustee or other legal entity capable of Fee or Unit Ownership.

1.19 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.

1.20 RESIDENTIAL UNIT (ALSO RESIDENTIAL DWELLING UNIT OR DWELLING UNIT). A part of the property designed and intended for independent use contained within a single-family attached building as defined herein.

1.21 SERVICES. Landscaping, snow removal, security or other services to be furnished by Association.

1.22 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).

ARTICLE TWO WINTHROP VILLAGE ASSOCIATION

2.01 INCORPORATION OF ASSOCIATION. In order to carry out the intent and purposes hereof, a corporation known as Winthrop Village 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 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 shall:

(a) 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) 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 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.

2.04 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
EASEMENTS**

3.01 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 and Occupants in the Development, members of their immediate families, guests and other invitees.

(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, 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, purchaser, mortgagee and other Persons having an interest in the entire Development, or any part or portion thereof.

3.02 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.

(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.

3.03 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.

3.04 UTILITY EASEMENTS. Ameritech, 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 City of Rolling Meadows.

3.05 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 or Occupant access from a Single-Family Attached Dwelling to a publicly dedicated road.

ARTICLE FOUR

RIGHT TO USE AND TITLE TO COMMON PROPERTY AND FACILITIES

4.01 USE OF COMMON PROPERTY AND FACILITIES. Each Owner and Occupant shall have the right to use and enjoy the Common Property and Facilities in common with all other Owners and Occupants. The rights herein granted shall extend to Owners 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's Board of Directors.

4.02 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.

4.03 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 or Guest upon providing written notice and an opportunity to be heard.

4.04 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.

ARTICLE FIVE ASSESSMENTS; MAINTENANCE FUND

5.01 PREPARATION OF ESTIMATED BUDGET.

(a) Each year, on or before March 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 fiscal 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 April 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 upon

notice sent by the Board of Directors not more than thirty (30) nor less than ten (10) days in advance, setting forth the date, time, place and purposes of said meeting.

(d) Any amount accumulated in excess of the amount required for actual expenses and reserves shall be reallocated by the Board to reserves and any net shortage shall be added to the monthly assessment, after the sending of an accounting, or can be declared a surplus and refunded to the members, or credited toward the following year's assessment.

(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.

5.02 ALLOCATION.

(a) In calculating the annual operating budget and reserve requirements, the Board shall review the specific estimated cash requirements for the Property.

(b) In addition, the Board of the Winthrop Village Association must also factor in the costs of maintenance for:

- (1) Common property and facilities.
- (2) Limited common property and facilities.
- (3) Special services.

(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.

5.03 SEPARATE ASSESSMENTS.

(a) Any non-recurring capital expenditure 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). Non-recurring capital expenditures shall not

include repair, maintenance or restoration of any Building or Common Property. 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.

(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.

5.04 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.

5.05 BOOKS AND RECORDS.

(a) The Board, or its managing agent, 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.

5.06 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 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.

5.07 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.

5.08 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.

ARTICLE SIX COMMON RESTRICTIONS, MAINTENANCE AND SERVICES PROVIDED BY ASSOCIATION

6.01 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.

6.02 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 or the Association.

6.03 INGRESS/EGRESS. There shall be upon the Common Property at least such driveways, private streets and paths as shall be necessary to provide ingress and egress to and from the Residential Units for the use and benefit of the Owners of the Residential Units and their guests and invitees, and such other private streets and paths, benches and spaces for the parking of motor vehicles as the Association shall from time to time determine and as shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

6.04 COMMON PROPERTY FENCES, LANDSCAPING, ETC. There may be upon the Common Property fences of such design and such trees, shrubs and other landscaping as the Association shall determine from time to time, and as shall be in conformity with all applicable governmental laws, ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the Association shall determine. There may also be upon the Common Property such facilities for the housing of tools, vehicles and

equipment, shelters for guards and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

6.05 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.

6.06 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:

- (a) maintaining a personal professional library;
- (b) keeping their personal business records or accounts therein; or
- (c) handling their personal business or professional calls or correspondence therefrom.

6.07 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.

6.08 MAINTENANCE OF PROPERTY.

(a) All Lots, Common Property and Facilities shall be kept and maintained in a clean, safe, attractive and sightly condition and in good repair. The Association shall determine and carry out or cause to be performed maintenance, repair and restoration of all Common Areas, private streets (if any), fences, landscaping and utilities. All private streets and walkways shall be kept free of snow and ice.

(b) In the event an Owner fails or refuses to maintain his Lot or any structure thereon in a clean, safe, attractive and/or sightly 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 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.

6.09 MAINTENANCE OBLIGATION.

(a) The Association shall determine the need for and carry out or cause to be performed all maintenance of the exterior of the Residential Units, including without limitation, painting and tuck pointing thereof at such intervals as shall be prudent. The Association shall also perform all maintenance, improvement and repair of the grounds and landscaping of the Residential Units situated without the exterior walls thereof to all intents and purposes as though said grounds were a part of the Commons.

(b) The Association shall determine the need for and shall carry out or cause to be performed all such maintenance and repair of all exterior surfaces of the Residential Units and of all water, sewer, gas and electric lines incorporated in or forming a part of the Residential Units as originally constructed and serving more than one Unit, not including, however, the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines, household appliances, garage door or gate and frame replacements.

(c) The Association shall also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services and recreational and other facilities for the use and benefit of the Property and its inhabitants generally as shall be determined by the Board of Directors from time to time; and in the case of such recreational or other functions which said Board of Directors may determine as are not provided for in this Article. Said Board of Directors shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof as said Board of Directors shall from time to time deem appropriate.

6.10 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.

6.11 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:

- (a) in a contained barbecue at ground level, or
- (b) within a safe and well-designed interior fireplace.

6.12 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. Satellite dishes of one (1) meter or less in diameter may only be installed within boundaries of the Single Family Attached Building lot line subject to the rules and regulations of the Board.

(c) No animals may be kept or raised on the Property for commercial purposes. Only dogs, cats, birds and other customary domesticated pets shall be permitted in any Unit, provided, however, that no dog or cat shall exceed twenty-five (25) pounds. The Board may from time to time adopt rules and regulations governing the conduct of any other pets kept in the Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Unit upon three (3) days' written notice from the Board to the Owner of the Unit containing such pet, and the decision of the Board shall be final. The Board of Directors retains the right to bar exotic or dangerous animals from the premises, including but not limited to, poisonous snakes, tarantulas, potbellied pigs and other species not conducive to apartment living.

(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.

UNOFFICIAL COPY

99534298

6.13 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.

6.14 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.

6.15 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 may allow the use of "For Sale" or "Estate Sale" signs on the property, within limitations as adopted by the Board from time to time.

6.16 RESTRICTION ON ALTERATIONS AND ADDITIONS. No architectural changes or additions may be made to any building, nor shall any exterior storm sash, storm doors, new windows, vents, 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.

6.17 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.

6.18 PARKING AREAS. The Owners and Occupants 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 or Occupant for the parking and storage of motor vehicles. The use of any parking area situated within the Common Property and Facilities for commercial or recreational vehicles for permanent parking is prohibited. Recreational vehicles shall 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.

6.19 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 Board rules and regulations governing landscaping.

6.20 SNOW REMOVAL. The Association shall provide 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.

6.21 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.

6.22 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 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 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, plants, trees, shrubs and flowers within each courtyard.

ARTICLE SEVEN SALE, LEASING OR OTHER TRANSFER

7.01 SALE OR TRANSFER.

(a) Transfer to Immediate Family Members or Trust. Each Residential Owner shall have, and is hereby granted, the right to make transfers without valuable consideration of the Residential Unit owned by him, or of any interest therein, to and among members of his immediate family and to or among a trust or trusts for the benefit of himself or for the benefit of members of his immediate family, either during his lifetime or by will, free of restriction and without compliance with any of the terms or provisions of this Article. Any other transfer of any interest in any Residential Unit, whether by a Residential Owner or any of such family members or trusts, except only the conveyance by the Land Trustee to the first Residential Owner thereof, shall be subject to and shall be made only upon compliance with all of the terms and provisions of this Article.

(b) Sale or Other Transfer.

(1) Any Owner desiring to sell or otherwise transfer to a bona fide purchaser ("Transferee"), for a valuable consideration, the Residential Unit owned by him or any interest therein, shall first obtain from such Transferee a written offer (the "Offer") setting forth all of the terms and conditions of said proposed transaction and shall give to the Association notice of such proposed transfer by transmitting to it a full, true and complete copy of such offer. Further, such Residential Owner shall cause such Transferee to meet with the Board of Directors of the Association and to disclose to said Board of Directors all such information as said Board of Directors shall request, provided said Board of Directors shall, within ten (10) days after receipt of such copy of the Offer designate by notice to such Residential Owner a time and place for said meeting not more than fifteen (15) days after receipt of such copy of the Offer.

(2) The Association shall have, and is hereby granted, the right and option to acquire the interest covered by the Offer upon the same terms and conditions as set forth in the Offer, which right and option shall expire unless exercised by notice given to the Residential Owner concerned within twenty (20) days after receipt by the Association of the copy of the Offer; provided, however, that if the Transferee shall fail to meet with the Board of Directors of the Association at any time and place for such meeting which the Board of Directors shall have designated in accordance with the provisions hereof, or shall fail to furnish all the information so requested, the period for the exercise by the Association of

the option herein granted shall be continued until the expiration of five (5) days after such meeting shall have taken place or all such information shall have been furnished, as the case may be.

(3) If the Association shall timely exercise the option herein granted to it, the Association shall proceed to consummate the purchase of the interest covered by the Offer in the same manner as set forth in the Offer, except that the Association shall not be required to consummate such purchase in less than sixty (60) days after the date of its exercise of said option.

(4) If the Association shall not timely exercise the option herein granted to it, such Residential owner shall have the right to transfer to the Transferee the interest covered by the Offer in accordance with the terms and provisions of the Offer. Upon consummation of such transfer, the Transferee shall become and be a Residential Owner for all the purposes hereof and all the terms, restrictions and conditions of this Article Seven shall be and remain in full force and effect with respect to all further transfers of any interest so acquired by such Transferee.

(5) Record title to any Residential Unit may be held from time to time in the name of one or more trustees acting under a trust agreement pursuant to which all powers of management, operation and control of the Property held by such trustees remains in the trust beneficiaries or their agents; and no such trustees shall ever be charged personally with any of the obligations of a Residential Owner hereunder; but all of the property held in any such trust, and all the beneficiaries of any such trust, shall be and remain personally liable for the performance thereof. Whenever record title to any interest in any Residential Unit is held by any such trustees a transfer of such record title from such trustees to a successor trustee or trustees under the same trust agreement may be made without compliance with the provisions of this Article Seven, but any transfer of any beneficial interest in any such trust shall be deemed to be a transfer of an interest in the Residential Unit held of record by such trust and shall be subject to all the terms, restrictions and provisions of this Article Seven.

7.02 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.

(a) No Single Family Attached Dwelling, or interest therein, shall be leased by an Owner.

(b) Only a lender in possession following a default in a first mortgage on the effective date hereof or the Association upon the default in the payment of Common Expenses, shall be permitted to lease a Unit contrary to the foregoing. Leasing is limited to a one (1) year period.

7.03 HARDSHIP. If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds that a reasonable attempt to sell the Unit has been made by the Unit Owner, the Board may grant a one (1) year waiver of the provisions of this Article. Any lease entered into under this Article shall be in writing and for a period of not more than one (1) year. The lease must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final. In addition:

(a) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy.

(b) All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(c) In the event a Unit Owner has been granted hardship status, they must re-apply within ninety (90) days of the expiration of each hardship period if they wish to request an extension.

(d) No lease granted under a hardship clause can be transferred, assigned or subleased without the express written permission of the Board. Failure to obtain Board consent shall be grounds to immediately terminate hardship status upon ten (10) days notice.

(e) 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.

(f) 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 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.

(g) 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.

(h) 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.

(i) Any unit leased in accordance with this Declaration shall be in accordance with the Rules and Regulations of the Association.

ARTICLE EIGHT PARTY WALLS

8.01 GENERAL RULES OF LAW TO APPLY. 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. 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 shall be shared by the Owners who make use of the said common walls 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 affected Owners or their insurance carriers, 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 of the Association and the rules and regulations adopted by the Board of Directors may 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, 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, an Action in 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 Six, Section 6.16 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 Six, Section 6.16 shall be deemed to have been fully satisfied. If, however, the Owner and the committee or Board have commenced good faith negotiations to 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. If 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 6.16 and Section 9.03, neither the Board nor the Architectural Committee shall approve the construction of any changes in the roof line or any attached or unattached rooms or building additions to any existing Dwellings or the installation of siding on the Residential Units unless the same is approved by the affirmative vote of at least two-thirds (2/3rds) of the Owners 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. It shall be the Board of Directors that makes modifications or changes hereunder.

(d) The Board shall give sufficient 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 Winthrop Village, 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 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 and Occupants, including but not limited to, general liability, liability for property damage, worker's compensation, and directors and officers liability.

(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 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 shall provide proof of insurance to the Board of Directors. In the event of damage to the interior of the Dwelling Unit, fixtures or contents, Association shall not be responsible for reimbursing any deductibles, regardless of cause.

(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 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 requires each Owner 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 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 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) The Association requires each Owner 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.

(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. Any provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by a majority of the Board and Owners having at least two-thirds (2/3rds) of the total vote. The change, modification or rescission shall be effective upon recording of such instrument in the Office of the Recorder of Deeds, in Cook County, Illinois, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of Section 18.5 of the Illinois Condominium Property Act and the provisions of the Illinois General Not For Profit Corporation Act.

10.02 ADDITIONAL POWERS. The 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.

10.03 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.

10.04 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 10.02 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.

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 of 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 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 Winthrop Village 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 Winthrop Village Association, not personally but solely as the duly elected Board of Directors of the Winthrop Village 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
Winthrop Village Association,**
an Illinois not-for-profit corporation

By: *Rubin Reizer*
Its President

ATTEST:

By: *George Bereshkem*
Its Secretary

APPROVED:

Rubin Reizer

Emilia Sealby

George Bereshkem

Olga Gray

Abel R. Cairo

Being the Board of Directors of the Winthrop Village Association

EXHIBIT A

LEGAL DESCRIPTION

Lots One (1) to Thirty-Two (32), inclusive, and Outlot "A" of Winthrop Village, being a Subdivision in the East One-Half of the Southwest Quarter of Section 26, Township 42 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded by the Recorder of Deeds of Cook County, Illinois on July 16, 1968 as Document No. 20552835.

All located in the City of Rolling Meadows, County of Cook, State of Illinois and more commonly known as follows:

<u>Address</u>	<u>Property Index Number</u>	<u>Address</u>	<u>Property Index Number</u>
2 Stirling Lane	02-26-315-001	3 Falkirk Lane	02-26-315-028
4 Stirling Lane	02-26-315-002	2 Falkirk Lane	02-26-315-029
3 Donegal Lane	02-26-315-003	12 St. George Drive	02-26-315-030
1 Donegal Lane	02-26-315-004	10 St. George Drive	02-26-315-031
2 Shannon Lane	02-26-315-005	4 Falkirk Lane	02-26-315-032
4 Shannon Lane	02-26-315-006		-033
3 Stirling Lane	02-26-315-007		
1 Stirling Lane	02-26-315-008		
17 St. George Drive	02-26-315-009		
1 Shannon Lane	02-26-315-010		
2 Dunbar Lane	02-26-315-011		
4 Dunbar Lane	02-26-315-012		
4 Tory Lane	02-26-315-013		
6 Tory Lane	02-26-315-014		
3 Dunbar Lane	02-26-315-015		
2 Tory Lane	02-26-315-016		
5 Tory Lane	02-26-315-017		
3 Tory Lane	02-26-315-018		
1 Tory Lane	02-26-315-019		
20 St. George Drive	02-26-315-020		
4 Belford Lane	02-26-315-021		
2 Belford Lane	02-26-315-022		
1 Prestwick Lane	02-26-315-023		
3 Prestwick Lane	02-26-315-024		
4 Prestwick Lane	02-26-315-025		
2 Prestwick Lane	02-26-315-026		
1 Falkirk Lane	02-26-315-027		

UNOFFICIAL COPY

EXHIBIT B
TO AMENDED AND RESTATED
DECLARATION FOR
WINTHROP VILLAGE ASSOCIATION

99534298

The Amended and Restated By-Laws of
WINTHROP VILLAGE ASSOCIATION
an Illinois not-for-profit Corporation

ARTICLE I
NAME OF CORPORATION

The name of this corporation is **Winthrop Village Association**.

ARTICLE II
PURPOSE AND POWERS

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 Winthrop Village 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 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 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. Only members in good standing shall be permitted to vote in elections wherein Unit Owners are entitled to vote. "Good standing" shall be defined as having paid all assessments, costs and fees owed to the Association up to and through the last day of the preceding month.

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 fifty-one (51%) 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 two-thirds (2/3) 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 two-thirds (2/3) 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 each May on such day and at such time as designated by the Board of Directors.

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 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 five (5) persons ("Directors"). 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. Directors must be either members in good standing or an adult (over the age of 18) permanent resident who is an immediate family member of an owner in good standing.

5.02 ELECTION. At each election for members of the Board, each Voting Member for each Dwelling Unit which he or she 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 shall have the right to vote for Directors unless such contract seller expressly retains such right in writing. One (1) Director shall be elected each year to serve

UNOFFICIAL COPY

for a five (5) year term. 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 two (2) consecutive full terms in office.

5.03 ANNUAL MEETINGS. The Board shall hold an annual meeting within ten (10) days after the annual meeting of the owners at such place as shall be fixed by the Directors at the annual meeting of the Owners, for the purpose of electing officers and such other purposes as the Board deems appropriate.

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 personally delivered to each Director at least forty-eight (48) hours prior to the meeting. Board meetings are scheduled for the third Wednesday of each month.

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 at least forty-eight (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 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;
- (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:

(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 or the managing agent 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 or the managing agent 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 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**

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

9.02 ANNUAL STATEMENT. Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for 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.

UNOFFICIAL COPY

99534298

PETITION TO APPROVE ADOPTING THE AMENDED AND RESTATED DECLARATION FOR THE WINTHROP VILLAGE ASSOCIATION

We, the undersigned, do hereby approve the adoption of the Amended and Restated Declaration for the Winthrop Village Association.

NAME (SIGNATURE)	ADDRESS
<i>James Lane</i>	<i>4 Dunbar Ln</i>
<i>Ernest J. Wickstrom</i>	<i>1 Postwick Ln.</i>
<i>Marge J. Lynn</i>	<i>1 Stirling</i>
<i>Nancy Mellis</i>	<i>2 Stirling</i>
<i>Ed Liefer (Proxy) by Nancy Mellis</i>	<i>10 St. George</i>
<i>Patricia Sadler</i>	<i>3 Dunbar</i>
<i>Catherine Williams</i>	<i>Country Lane</i>

UNOFFICIAL COPY

PETITION TO APPROVE ADOPTING THE AMENDED AND RESTATED DECLARATION FOR THE WINTHROP VILLAGE ASSOCIATION

We, the undersigned, do hereby approve the adoption of the Amended and Restated Declaration for the Winthrop Village Association.

NAME (SIGNATURE)	ADDRESS
Adalpt R. Cairn	4 Belford Lane
Edna Gray	3 Sterling Lane
George Brewster	17 St George Dr.
Arthur Bell	1 Tony Lane
Peter Olson	1 DONEGAL LANE
OLIVE THIRWELL BY PROXY	3 DONEGAL LANE
Adalpt R. Cairn Proxy for Norman Mackay	2 Belford Lane

PETITION TO APPROVE ADOPTING THE AMENDED AND RESTATED DECLARATION FOR THE WINTHROP VILLAGE ASSOCIATION

We, the undersigned, do hereby approve the adoption of the Amended and Restated Declaration for the Winthrop Village Association.

NAME (SIGNATURE)	ADDRESS
<i>Wanda J. Grant</i>	2 Falkirk Lane, & M.
<i>Josephine Stale</i> <i>Phonics alca</i>	3 Falkirk Lane P.M.
<i>Trace M. McEwen</i>	2 Shannon Lane
<i>Marilyn Swanson</i>	2 Prestwick Ln.
<i>Margaret E. Brown</i>	4 Shannon Lane
<i>Ed J. Schmitt</i>	4 Prestwick Lane
<i>Roxanne C. King</i>	6 TORY LANE
<i>Ellen Jane Beckberg</i>	2 Dunbar Lane