

**AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OWNERSHIP AND BY-LAWS, EASEMENTS,  
RESTRICTIONS AND COVENANTS  
FOR  
NAPER PLACE CONDOMINIUM ASSOCIATION**

KATHLEEN V. CARRIER, RECORDER  
DUPAGE COUNTY ILLINOIS  
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RHSP

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This instrument was prepared by and  
after recording return to:

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**AMENDED AND RESTATED DECLARATION  
OF CONDOMINIUM OWNERSHIP  
FOR NAPER PLACE CONDOMINIUMS**

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**DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
NAPER PLACE CONDOMINIUMS**

This Amended and Restated Declaration is made and entered by NAPER PLACE CONDOMINIUM ASSOCIATION with the approval of the Board of Directors pursuant to Section 27 of the Illinois Condominium Property Act; and

**RECITALS**

WHEREAS, the original Declaration of Condominium Ownership for Naper Place Condominium Association ("Declaration") was recorded with the DuPage County Recorder of Deeds as Document No. R2006-068153, against a certain parcel of real estate described in Exhibit A, as amended from time to time;

WHEREAS, the Declaration has been amended from time to time by Amendments, recorded with the Recorder of Deeds of DuPage County, Illinois; and

WHEREAS, the Association and its Owners are the legal title holders of the property, which is located in DuPage County, Illinois, which is legally described in Exhibit B hereto. The property is subject to the Illinois Condominium Property Act and to the provisions of this Declaration; and

WHEREAS, Naper Place Condominium Association is a not-for-profit corporation and condominium association subject to the Condominium Property Act (the "Act") and the General Not-for-Profit Corporation Act; and

WHEREAS, Naper Place Condominium Association is governed by a Board of Directors (the "Board"); and

WHEREAS, It is the purpose of the Declaration to set out various provisions governing the use, occupancy, administration and maintenance of the Condominium Property for the mutual use, benefit and enjoyment thereof by the Owners. The Association shall be responsible for the administration of the Condominium Property and the maintenance, repair and replacement of the Common Elements. Each Owner shall be assessed to pay his proportionate share of the Common Expenses required to operate the condominium, all as more fully provided in this Declaration.

WHEREAS, Section 27 of the Act, 765 ILCS 605/27, gives the Board the authority to amend the Declaration to correct any error, omission or inconsistency in the Declaration as well as to conform the Declaration to the Act and other applicable statutes; and

WHEREAS, the Board of Naper Place Condominium Association believes that it is in the best interest and welfare of the Association to update the provisions of the Declaration to comply with the Act and other applicable statutes; and

WHEREAS, this Amended and Restated Declaration has been approved by a majority of the members of the Board;

**NOW THEREFORE, the Declaration is hereby amended and restated as follows:**

**ARTICLE ONE  
DEFINITIONS**

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

- 1.01 ACCEPTABLE TECHNOLOGICAL MEANS: Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- 1.02 ACT: The Condominium Property Act of the State of Illinois, as amended from time to time.
- 1.03 ADMINISTRATOR: Administrator of Veteran's Affairs.
- 1.04 ASSOCIATION: Naper Place Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.
- 1.05 BOARD: The board of directors of the Association, as constituted at any time or from time to time.
- 1.06 BUILDING: That portion of the Condominium Property which consists of a structure which contains individual Dwelling Units, there are seven (7) Buildings containing 279 total units, including the structural components of each such structure, the entry ways, corridors, stairways, roof, laundry room, storage facilities, garage and other portions of the structure.
- 1.07 BY-LAWS: The By-Laws of Naper Place Condominium Association, which are attached hereto as Exhibit D.
- 1.08 COUNTY: The County of DuPage, Illinois, or any other political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County of DuPage as of the date of the Recording of this Declaration.
- 1.09 COMMISSIONER: The Federal Housing Commissioner.
- 1.10 COMMON ELEMENTS: All of the Condominium Property, except the Dwelling Unit.
- 1.11 COMMON EXPENSES: The expenses of administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Common Elements; the cost of additions, alterations, or

improvements to the Common Elements; the cost of insurance required or permitted to be obtained by the Board under Article Five; utility expenses from the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, water, sewer, or other necessary utility services to the Condominium Property; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

1.12 DECLARANT/DEVELOPER: NAPER PLACE CONVERSION, LLC., an Illinois Limited Liability Company and its successors and assigns, which is sometimes referred to herein as Declarant" and sometimes as Developer".

1.13 DECLARATION: This instrument with all Exhibits hereto as amended or supplemented from time to time.

1.14 DWELLING UNIT: A part of the Condominium Property, including one or more rooms, designed or intended for independent residential use and having lawful access to a public way. Each Dwelling Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Dwelling Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Dwelling Unit exclusively. A Dwelling Unit shall not include the following, wherever located.

(a) any structural components of the Condominium Property; or

(b) any component of a system which serves more than one Dwelling Unit where such component is an integral part of such system and is not intended to serve the Dwelling Unit exclusively. Each Dwelling Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Dwelling Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.15 ELECTRONIC TRANSMISSION: Any form of communication, not directly involving the physical transmission of paper, that creates a record of that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

1.16 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership.

1.17 LIMITED COMMON ELEMENTS: A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Dwelling Units. Without limiting the foregoing, the Limited



Common Elements assigned and appurtenant to each Dwelling Unit shall include the following ("Exclusive Limited Common Elements"): (a) perimeter doors (including patio doors) and windows which serve the Dwelling Unit, (b) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit and (c) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit.

Each storage area, if any, assigned to a specific Dwelling Unit shall be a limited c common element appurtenant to such Dwelling Unit.

- 1.18 OWNER: A Record Owner, whether one or more Persons, of fee simple title to any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.
- 1.19 PARKING: The outdoor uncovered area designated for the parking of automobiles.
- 1.20 GARAGE: The outdoor covered area designated for the parking of automobiles.
- 1.21 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 1.22 PLAT: The plat of survey attached as Exhibit A hereto, and such other plats as may be made a part hereof, which sets forth measurements, elevations, and locations of the Condominium Property, and the location of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or other symbol to identify each Dwelling Unit, and such other data as may be required by the Act.
- 1.23 PROPERTY OR CONDOMINIUM PROPERTY: All the land, space comprising the Property, all improvements and structures erected, constructed or contained therein or thereon, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act.
- 1.24 RECORD: To record with the Recorder of Deeds of Lake County, Illinois
- 1.25 REGULATORY AGREEMENT: The agreement, if any, which shall be entered into between the Commissioner and the Association in the form prescribed by the Commissioner, if such agreement is necessary in order to obtain the

Commissioner's approval of the Condominium for insurance by the Federal Housing Administration of mortgages on Dwelling Units.

- 1.26 **UNDIVIDED INTEREST**: The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit as herein and hereafter allocated on Exhibit C hereto, as Exhibit C may be amended from time to time.
- 1.27 **UNIT OWNERSHIP**: A part of the Condominium Property consisting of one Dwelling Unit, as undivided Interest and the limited Common Elements appurtenant to the Dwelling Unit.
- 1.28 **VOTING MEMBER**: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four.

## **ARTICLE TWO**

### **SCOPE OF DECLARATION AND CERTAIN PROPERTY RIGHTS**

- 2.01 **PROPERTY SUBJECT TO DECLARATION**: Declarant as the owner of fee simple title to the Condominium Property (which is legally described in Exhibit B), expressly intends to, and by Recording this Declaration, does the Condominium Parcel and the Condominium Property to the provisions of the Act and this Declaration.
- 2.02 **CONVEYANCES SUBJECT TO DECLARATION**: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Property, and their respective heirs, successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligations, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.
- 2.03 **ENCROACHMENTS**: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property, or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Dwelling Unit, or (ii) any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Dwelling Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners and Declarant for the maintenance and use of

any of the Common Elements which may encroach upon a Dwelling Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Dwelling Unit which shall encroach upon the Common Elements or any other Dwelling Unit which easement shall exist so long as the encroachment giving rise to it exists; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such owner or his agent.

2.04 OWNERSHIP OF COMMON ELEMENTS: Each Owner shall own an undivided interest in the Common Elements as a tenant-in-common with all the other Owners. Each Dwelling Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) has been determined by Developer as required under the Act and shall be set as forth in Exhibit C attached hereto as Exhibit C may be amended from time to time. Exhibit C may not be changed without unanimous written approval of all Owners and the consent of the First Mortgagees, except as hereinafter provided in Section 5.06 or 5.07, or as permitted by the Act. The Common Elements shall remain undivided and no Owner shall bring any action for partition.

2.05 OWNER'S RIGHTS TO USE THE COMMON ELEMENTS:

- (a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required for ingress and egress to and from his respective Dwelling Unit, and for such other purposes not prohibited hereunder.
- (b) Each Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements which serve his Dwelling Unit. Each Owner shall have the right to the non-exclusive use, in common with other Owners, of the limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners.
- (c) The rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants and other permitted occupants of the Dwelling Unit, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

2.06 LEASE OF COMMON ELEMENTS: The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, lease or grant

licenses or concessions with regard to parts of the Common Elements (other than Limited Common Elements). The rental, fees, and terms of such lease, license or concession shall be determined by the Board and any and all proceeds there from shall be used to pay the Common Expenses and shall be taken into account in the preparation of the annual budget.

2.07 UTILITY AND ACCESS EASEMENTS: Each Owner of a Dwelling Unit shall have a non-exclusive easement for access over and across walkways, entranceways and stairways located from time to time on the Condominium Property, including, without limitation, those stairways and walkways which provide access to public ways. The Illinois Bell Telephone Company, Commonwealth Edison Company, Peoples Gas Company, the County of DuPage and its cable television franchisee, and all other public and private utilities serving the Condominium Property are hereby granted the right to lay, construct new, operate, and maintain conduits, cables, pipes, wires, transformer, switching apparatus and other equipment, into and through the Condominium Property for the purpose of providing utility services to the Condominium Property and to adjacent property.

2.08 ADDITIONAL EASEMENTS:

(a) In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (i) to grant such easements with respect to the Common Elements (except the Limited Common Elements) as the Board deems advisable or proper, including without limitation, easements relating to installation and operation of satellite or any other communication system, except cable television which is provided for below, and/or (ii) to cancel, alter, change or modify any easement which affects the Condominium Property and does not benefit an Owner as the Board shall, in its discretion, determine. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly recorded.

(b) A majority of more than 50% of the Owners at a meeting of then Owners duly called for such purpose may authorize the granting of an easement for the laying of cable television cable. The grant of such easement shall be according to the terms and conditions of the local ordinance profiting for cable television in the County of DuPage.

2.09 BOARD'S RIGHT OF ENTRY: The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any

Dwelling Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority under Section 3.02 or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

- 2.10 SEPARATE MORTGAGES: Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage encumbrance or other lien on his respective Unit Ownership. After the Recordation of this Declaration, no Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit Ownership.
- 2.11 SEPARATE REAL ESTATE TAXES: Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Owner, then where the bill affects the Condominium Property as a whole or portions of the Common Elements and not Dwelling Units, then each Owner shall pay his proportionate share thereof in accordance with his Undivided Interest. Upon the affirmative vote of not less than a majority of the Voting Members, the Board, on behalf of all Owners, shall have the authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.
- 2.12 LEASE OF DWELLING UNIT: Any lease or rental agreement relating to a Dwelling Unit must be in writing and shall be subject to all the terms, conditions, requirements of the Declaration, By-Laws and Rules and Regulations of the Association. The Association is hereby expressly deemed to be a third party beneficiary of any such lease; and any violation of the Declaration, By-Laws or Rules and Regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owner's action or inaction in response to such default.
- 2.13 PARKING: The outdoor uncovered parking spaces in the Condominium Property shall be part of the Common Elements. The Board shall have the right and power to adopt reasonable rules and regulations governing the use of the outdoor parking spaces as it shall deem necessary and appropriate, provided, however, that no recreational vehicles, trailers, or mobile homes, or commercial vehicles of any type may be parked in such spaces or in driveway areas.

2.14 **GARAGE:** The outdoor covered spaces identified as G1 through G20 in the Condominium Property shall be designated as Limited Common Elements and shall be assigned to the individual unit owners by declarant. The board shall have the right and power to adopt reasonable rules and regulations governing the use of the outdoor parking spaces as it shall deem necessary and appropriate. In the event any improvements or repairs are needed to the exterior or interior of the garage unit or additional maintenance is needed, the unit owner's assigned said garage shall be solely responsible for any costs associated with same and said expense shall be prorated among all garage assignees.

2.15 **STORAGE UNITS:** The Board shall have the right and power to adapt reasonable Rules and Regulations governing the designated storage units and the declarant may assign same upon conveyance of a Dwelling Unit.

### **ARTICLE THREE**

#### **USE, OCCUPANCY AND MAINTENANCE OF THE PROPERTY**

3.01 **MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS:**

(a) Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements, shall be furnished by the Board as part of the Common Expenses.

(b) With respect to a particular class or category of Limited Common Elements (other than the Exclusive Limited Common Elements) instead of furnishing the maintenance, repair or replacement to such category or class of Limited Common Elements the Board may, in its discretion, (i) require each Owner to furnish such services to Limited Common Elements which are appurtenant to his Dwelling Unit at his own expense, or (ii) furnish such services to Limited Common Elements but assess the cost thereof to Owners of Dwelling Units benefited thereby on the basis of Undivided Interests or in equal shares, whichever the Board feels, in its sole discretion, to be appropriate.

3.02 **MAINTENANCE, REPAIR AND REPLACEMENT OF A DWELLING UNIT AND EXCLUSIVE LIMITED COMMON ELEMENTS:**

(a) Each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit and the Exclusive Limited Common Elements appurtenant thereto and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit or to the Exclusive Limited Common Elements appurtenance thereto upon the request of an Owner and may charge a reasonable fee for such services.

- (b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit of the Exclusive Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other portion of the Condominium Property (i) if such work is made necessary through the fault of the Owner, then the board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and the cost thereof shall be a Common Expense. If any Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after so directed by the Board pursuant to preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

- (a) The Board may authorize and charge as a Common Expense additions, alterations, or improvements to the common Elements. Subject to the provisions of Section 6.06, the cost of any such work to the Common Elements may be paid out of a special assessment.
- (b) Without the prior written consent of the Board to the extent required therein, an Owner shall not make any additions, alterations or improvements to any part of the Common Elements (other than Exclusive Limited Common Elements appurtenant to his Dwelling Unit) nor make any additions, alterations or improvements to his Dwelling Unit or to the exclusive Limited Common Elements appurtenant thereto or increases the cost of insurance required to be carried by the Board hereunder. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:
  - (1) Required the Owner to remove the addition, alteration or improvements and restore the Condominium Property to its original condition, all at the Owner's expense; or

- (2) If the Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.04 DAMAGE CAUSED BY OWNER: If, due to the act of or the neglect of an Owner, a guest, tenant or other authorized occupant or invitee of such Owner, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacement shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any carried by the Association.

3.05 USE RESTRICTIONS:

- (a) Except as provided in this paragraph, each Dwelling Unit shall be used only as a residence and for related purposes; provided, that no Unit Owner shall be precluded with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom
- (b) **Parking:** The outdoor parking areas should be used for the parking of motor vehicles only and shall be subject to the rules and regulations as the Board may prescribe with the consent of the County.
- (c) **Location of Antennae:** The operation of "ham", other amateur radio stations or any related communication antennae, electro-magnetic devices, or similar devices shall not be allowed. There are no restrictions that impair the installation, maintenance, or use of antennas used to receive video programming so long as the Unit Owner is in compliance with Section 207 of the Telecommunications Act of 1996 cited as 47 C.F.R. Section 1, 4000. The rule applies to video antennas including direct to home satellite dishes that are less than one meter (39.37") in diameter, TV antennas, and wireless cable antennas. Unit Owners must receive permission from the Condominium Board prior to the installation of same. The Board will honor all requests for installation according to Federal Law and is prohibited from any restrictions that (1) unreasonably delay or prevent installation, maintenance or use; (2) unreasonable increase the cost of installation, maintenance or use; or (3) preclude reception of an acceptable quality signal.
- (d) No accessory buildings, storage sheds or similar structures shall be permitted.



- 3.06 **MECHANIC'S LEINS:** The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Condominium Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.
- 3.07 **USE AFFECTING INSURANCE:** Nothing shall be done or kept in any Dwelling Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, applicable for residential life, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.
- 3.08 **SIGNS:** Except as provided in Article Ten, or permitted by the Board, no "For Sale", "For Rent", or any kind of other form of solicitation or advertising sign or window display shall be maintained or permitted on the Condominium Property.
- 3.09 **PETS:** No animals of any kind including domestic or household pets, shall be raised or bred or kept in any Dwelling Unit, or on the Condominium Property, except, that a total of one (1) dog, cat or other usual and common household pet may be kept in the Dwelling Units subject to rules and regulations adopted by the Board. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon 3 days written notice from the Board to the Owner of the Dwelling Unit containing the pet, and the decision of the Board shall be final.
- 3.10 **STRUCTURAL IMPAIRMENT:** Nothing shall be done in, or to any part of the Condominium Property which would impair the structural integrity of any building or structure located on the Condominium Property.
- 3.11 **PRESCRIBED ACTIVITIES:** No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units. An Owner shall not place or cause to be placed in the lobbies, vestibules, stairways and other Common Elements of a similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- 3.12 **NO UNSIGHTLY USES:** No clothes, sheets, blankets, laundry of any kind, or similar articles shall be hung out on any part of the Common Elements except as permitted by rules and regulations of the Board. The Condominium Property shall be kept free and clear of rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

**3.13 RULES AND REGULATIONS:**

- (a) The use and enjoyments of the Condominium Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time after a meeting of the Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to section 4.05 of the By-Laws; however, no rules or regulations and which conforms to by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. No rule or regulation shall be effective unless and until at least 10 days notice thereof is given total Owners.
- (b) The Board may adopt rules and regulations requiring Owners or tenants of Owners to post a deposit with the Board in a reasonable amount as determined by the Board to ensure that no damage is caused to the Condominium Property because of Owner or his tenants moving in or out of the Dwelling Unit.
- (c) Without limiting the foregoing, the Board may levy a reasonable charge or liquidate damages upon Owners for a violation of a rule or regulation.

**ARTICLE FOUR  
THE ASSOCIATION**

4.01 THE ASSOCIATION: The Association is incorporated as a not-for-profit corporation. The Association shall be the governing body for all of the Owners and for the administration and operation of the Condominium Property as provided in the Act, this Declaration and the By-Laws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns.

4.02 MEMBERSHIP:

- (a) There shall be only one class of membership in the Association. The Owner of each Dwelling Unit shall be a member of the Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sale qualification for membership. The Association shall be given written notice of the change of ownership of a Dwelling Unit within 10 days after such change.
- (b) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one Person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no

designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

- 4.03 **THE BOARD:** The Board shall consist of 5 individuals, each of whom shall be an Owner or a Voting Member, or both. Members of the Board of Directors shall be elected at each annual meeting of the Owners as provided in the By-Laws. If desired, the Unit Owners may increase the size of the Board of Directors.
- 4.04 **VOTING RIGHTS:** Whenever a vote of the Owners of the Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies and each Voting Member shall have one (1) vote per Dwelling Unit represented by the Voting Member. A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his or her duly authorized attorney in fact. The proxy must bear the date of execution and is invalid after 11 months from the date of its execution. The Board may adopt rules providing that a vote or proxy may be submitted by electronic transmission, provided that any such electronic transmission shall either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Unit Owner or the Unit Owner's proxy.
- 4.05 **MANAGING AGENT:** The term of any management agreement shall not exceed 2 years and shall be terminable for cause by the Association on 30 days written notice and without cause or payment of a termination fee by either party on 90 days notice.
- 4.06 **DIRECTOR AND OFFICER LIABILITY:** Neither the directors nor the officers of the Association whether elected or designated by the Developer or by the Owners shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts of omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid and settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which any such director or officer may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person all have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or offers, or (ii) any matter settled or compromised, unless in the opinion of independent counsel selected by or in a matter

determined by the Board, there is no reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

**ARTICLE FIVE**  
**INSURANCE / CONDEMNATION**

- 5.01 **FIRE AND HAZARD INSURANCE:** No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Dwelling Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Dwelling Unit, (ii) providing coverage for special form causes of loss, and (iii) providing coverage, at the time the insurance is purchased and at each renewal date, in the total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage sufficient to rebuild the insured property in compliance with building code requirements subsequent to an insured loss, including: Coverage B, demolition costs; and Coverage C, increased cost of construction coverage. The combined total of Coverage B and Coverage C shall be no less than 10% of each insured building value, or \$500,000, whichever is less.

The insurance maintained under this subsection must include the Dwelling Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Dwelling Units installed by the Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Dwelling Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Dwelling Units initially installed by the Developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Dwelling Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, built-in cabinets installed by Unit Owners, or any other additions, alterations, or upgrades installed or purchased by any Unit Owner.

- 5.02 **INSURANCE TRUSTEE / USE OF PROCEEDS:** The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of loss in excess of \$50,000 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Dwelling Units, the Board shall engage a corporate trustee as aforesaid upon the written

demand of the mortgagee or any Owner of any endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of insurance proceeds to their repair or reconstruction of the Dwelling Units or Common Elements. Payment by an insurance company to the Board or to such corporation trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under such proceeds may be held pursuant hereof, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

5.03 OTHER INSURANCE: The Board shall also have the authority to and shall obtain the following insurance:

- (a) Insurance on the Condominium Property against all 1055 or damage from explosion of heating apparatus installed in, on or about said Condominium Property, in such amounts as the Board shall deem desirable
- (b) General Liability Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000 , or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.
- (c) Such workmen's compensation insurance as may be necessary to comply with applicable laws.
- (d) Employer's liability insurance in such amount as the Board shall deem desirable.
- (e) Directors and Officers liability insurance. The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established herein. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Act of 1986 or the Declaration and By-Laws of the Association. The coverage required by this subsection shall include, but not be limited to, coverage of: defense of non-monetary actions; defense of breach of

contract and defense of decisions related to the placement or adequacy of insurance. The coverage required by this subsection shall include as the insured: past, present, and future Board members while acting in their capacity as members of the Board of directors; the managing agent; and employees of the Board of directors and the managing agent.

- (f) Such other insurance in such reasonable amounts as is required under the Act or the Board shall deem desirable. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' written notice to the Association and First Mortgagees Who specifically request such notice. The premiums for such insurance shall be Common Expenses.

5.04 OWNER'S RESPONSIBILITY: Each Owner shall obtain his own insurance on the contents of his own Dwelling Unit, the furnishings and personal property therein, and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Dwelling Unit without prior request from the Board and shall reimburse the Board for any additional insurance premiums attributable thereto, and shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Dwelling Unit in a condition better than the condition existing prior to the making of such additions, alterations or improvements.

5.05 WAIVER OF SUBROGATION: Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the manager and managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Dwelling Units, or to any personal property located in the Dwelling Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance. Property and general liability insurance policies required to be carried by the Association must include the following provisions:

(a) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or members of the Association.

(b) The insurer waives its right to subrogation under the policy against any Unit Owner of the Association or members of the Unit Owner's household and against the Association and members of the Board.

(c) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

**5.06 REPAIR OR RECONSTRUCTION:**

(a) In the case of damage by fire or other disaster to a portion of the Condominium Property (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used to repair or reconstruct the Damaged Improvement.

(b) In the event that the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of 30 days after the final adjustment of the insurance claims or (ii) the expiration of 90 days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present an estimate of the cost of repair or reconstruction of the Damaged Improvement, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement

shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion record a notice thereof as permitted under the Act.

- (5) If (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above and (ii) the Board does not record a notice as permitted under the Act, then the Board may, with consent of Owners representing 75% of the Undivided Interests of the Dwelling Units and 75% of First Mortgagees (by number), amend this Declaration to withdraw some or all of the damaged portion of the Condominium Property from the Condominium as permitted under the Act. The amendment shall provide for the reallocation of Undivided Interests as provided by the Act. If a portion of the Condominium Property is Withdrawn from the condominium, then the amendment shall provide that the portion of the Condominium Property which is so withdrawn shall be owned by the Owners of the Dwelling Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined by dividing the aggregate Undivided Interest allocated to all of the Dwelling Units (or portions thereof) in such withdraw portion into the Undivided Interest of the Owner's Dwelling Unit (or portion thereof) in the withdrawn portion. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Voting Members, as provided in the Act. From and after the effective date of the removal of a portion or all of a Dwelling Unit from the Condominium pursuant to this Subsection, the Owner of the Dwelling Unit shall only be liable for the payment of assessments based on the Undivided Interest, if any, then allocated to the Dwelling Unit.
- (6) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the Damaged Improvement as originally constructed.
- (7) If the Damaged Improvement is not repaired or reconstructed, then it shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

5.07 ADJUSTMENT OF LOSSES/DISTRIBUTION OF PROCEEDS: Any loss covered by the property policy required to be maintained by the Association must be adjusted by and



with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Dwelling Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

**5.08 PRIMARY INSURANCE:** If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy is primary insurance.

**5.09 DEDUCTIBLES:** The Board may, in the case of a claim for damage to a Dwelling Unit or the Common Elements, (i) pay the deductible amount as a Common Expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Dwelling Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Dwelling Units affected to pay the deductible amount.

**5.10 MANDATORY UNIT OWNER COVERAGE:** The Board may, under the Declaration and By-Laws or by rule, require Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Dwelling Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the Dwelling Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Dwelling Unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

**5.11 FIDELITY BOND:** The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the association, for the maximum amount of coverage available to protect funds in the custody or control of the association, plus the association reserve fund. All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond. The fidelity

bond must be in the full amount of the Association funds and reserves in the custody of the Association or the management company. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for the Association, provided, however, that for investment purposes, the Board may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of the Association in such investment account. The management company may hold all operating funds of the associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company

#### 5.12 CONDEMNATION:

- (a) In the case of taking or condemnation by competent authority of any part of the Condominium Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be distributed to the remaining Owners and their respective First Mortgagees, as their Interest may appear, based on their current Undivided Interests. Each Owner appoints the Association as attorney in-fact for the purpose of representing him in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.
- (b) In the event that part or all of one or *more* Dwelling Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from their provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interest of the remaining Dwelling Units in a just and equitable manner and as provided under the Act, and if

the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Association shall execute and Record an instrument on behalf of the Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after this effective date of the amendment referred to in the preceding sentence, the Owner of a Dwelling Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Dwelling Unit in the amendment.

## **ARTICLE SIX** **ASSESSMENTS**

- 6.01 **CREATION OF LIEN AND PERSONAL OBLIGATION:** Each Owner of a Unit Ownership by acceptance of a deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charges of payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided including, but not limited to, reasonable attorney fees incurred enforcing the covenants of this Declaration, rules and regulations of the Board, or any applicable statute or ordinance, shall be a charge on the Unit Ownership and shall be continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interest and cost, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment becomes due. Whenever a Dwelling Unit has a water meter which measures the Association's water usage and the Dwelling Unit Owner's water usage and all of such usage is reflected in one bill, the Owner of such Dwelling Unit shall authorize the Association to receive the water and sewer bill for the Dwelling Unit and the Association shall be responsible for the payment of the water, sewer and sewer maintenance charges for said Dwelling Unit. Such Owner will reimburse the Association for the Owner's portion of the water, sewer and sewer maintenance charge on a monthly basis which will be part of the Owner's Assessment. These amounts will be subject to the policy regarding late assessment payments and other related provisions in this Declaration and By-Laws. The calculation of the Owner's usage of water, sewer and sewer maintenance charges will be based on a formula approved by the Board and re-calculated annually. The Owner will be responsible for completing all forms and documentation required to carry out these provisions, including completion of any and all authorization forms.

6.02 **PURPOSE OF ASSESSMENT:** The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Association, to administer the affairs of the Association, and to pay the Common Expenses. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

6.03 **ANNUAL ASSESSMENT:** Each year at least sixty twenty-five (25) days before final adoption thereof by the Board, a copy of the proposed annual budget shall be furnished to each Owner which shall show the following, with reasonable explanations and itemizations:

(a) The estimated Common Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;

(c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;

(d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation; provided, however, that the Annual Assessment for the Units which have a water meter which measures the Dwelling Unit's water usage and the Association's water usage, as described in Section 6.01 above, shall include the monthly amount of the Dwelling Unit's water, sewer and sewer maintenance charges based on the method of calculation set forth in that paragraph; and

(e) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Dwelling Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12) of the Annual Assessment multiplied by the Dwelling Unit's Undivided Interest

Each Owner shall receive notice, in the same manner as provided for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

6.04 **PAYMENT OF ANNUAL ASSESSMENT:** On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Dwelling Unit shall pay to the Association, or as it may direct, that portion of the Annual Assessment which is payable by such Owner.

6.05 **REVISED ANNUAL ASSESSMENT:** If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under

Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and the reasons for the decrease) not less than ten days prior to the effective date of the decreased assessment.

6.06 **SPECIAL ASSESSMENT:** The Board may levy a special assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make additions, alterations, or improvements to the Common Elements or Association-owned property not included in the adopted budget, (ii) to cover an unanticipated deficit under the current or prior year's budget, (iii) to pay for expenditures relating to emergencies or mandated by law, or (iv) adopt multi-year assessments not governed by (i) or (iii) any special assessment for additions and alterations to the Common Elements of the Association-owned property not included in the adopted annual budget shall be separately assessed and shall be subject to approval by the affirmative vote of the Voting Members representing at least two-thirds (2/3) of the votes cast at a meeting of the Owners duly called for the purpose of approving the assessment. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Owners. With respect to multi-year assessments not governed by items (i) and (iii), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. Each Owner shall be responsible for the payment of the amount of the special assessment multiplied by his Dwelling Unit's Undivided Interest. The Board shall serve notice of special assessment in all Owners by a statement in writing giving the amount and reasons therefore, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 **CAPITAL RESERVE:** The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life or improvements to the Common Elements and property owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that portion of the Annual Assessment as provided in the budget. Each budget shall disclose (i) which portion thereof is for *capital* expenditures with respect to the Common Elements and (ii) which portion thereof is for capital expenditures with respect to property owned or to be owned by the Association. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Association as agent and Declarant for the

Owners. Special Accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to property owned or to be owned by the Association shall be deemed to have been funded by capital contributions to the Association by the Owners.

**6.08 NONPAYMENT OF ASSESSMENTS:** Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid 15 days after the due date, it shall bear interest from the due date at the contract rate of interest then permitted in Illinois but not to exceed 18% per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorney's fees incurred enforcing the covenants of this Declaration, rules and regulations of the Board, or any applicable statute or ordinance, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action, and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within 15 days of its due date. No Owner may waive or otherwise escape liability for the assessments of other charges or payment provided for herein by nonuse, abandonment or transfer of his Dwelling Unit.

**6.09 ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES:** The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any first mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges of payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall (to the extent permitted by law) extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Dwelling Unit, whichever occurs first. However, the transferee of Unit Ownership shall be liable for his share of any assessments or charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 6.01. If or any reason the Owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect such rental.

- 6.10 **STATEMENT OF ACCOUNT:** Upon 10 days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized office or agent of the Association and shall be binding on the Association.

**ARTICLE SEVEN**  
**REMEDIES FOR BREACH OR VIOLATION**

- 7.01 **SELF-HELP BY BOARD:** In the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, the Declaration, by the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon less than 10 days' written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this Section shall be charged to and assessed against the violating Owner.
- 7.02 **INVOLUNTARY SALE:** If any Owner (either by his own conduct or by the conduct of any other occupant of his Dwelling Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within 30 days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Dwelling Unit, and thereupon an action may be filed by the Board against said defaulting Owner for the decree declaring the termination of said defaulting Owner's right to occupy, use or control the Dwelling Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Condominium Property shall be sold (Subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Dwelling Unit and to immediate possession of the Dwelling Unit sold and may apply to the court for writ of assistance for the purpose of acquiring such possessions, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Dwelling Unit so purchased subject to this Declaration.

- 7.03 **FORCIBLE DETAINER:** In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Dwelling Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" (as may be re-codified), as provided in the Act.
- 7.04 **OTHER REMEDIES OF THE BOARD:** In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Declaration, the By-Laws, or Rules and Regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, of (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in *no event* be deemed a waiver of the right to do so thereafter.
- 7.05 **COSTS AND EXPENSES:** All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract rate of interest then permitted in Illinois until paid shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same upon his Unit Ownership, as provided in Section 6.01.
- 7.06 **ENFORCEMENT BY OWNERS:** Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by an aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

## **ARTICLE EIGHT AMENDMENTS**

- 8.01 **AMENDMENT BY OWNERS:** Subject to the provisions of Article Nine, and except as otherwise provided in Sections 5.06 and 5.07 and the Act, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part and by affirmative vote of Voting Members (either in person or by proxy) for Unit Ownerships representing at least 75% of the Undivided Interest or by an instrument executed by Owners of Unit Ownerships representing at least 75% of the Undivided



Interest, except that (i) the provisions relating to the rights of Declarant or Developer may be amended only with the written consent of the Developer and (ii) the provisions of Article Nine and the provisions of this Article may be amended only with the written consent of all Owners. No amendment shall become effective until approved in writing by the County and Recorded.

**ARTICLE NINE**  
**FIRST MORTGAGEE'S RIGHTS**

- 9.01 **NOTICE TO FIRST MORTGAGEES:** Each Owner shall notify the Association of the name and address of the First Mortgagee of his Dwelling Unit or its servicing agent, if any, and shall promptly notify the Association of any change in such information. The Association shall maintain a record of such information with respect to all Dwelling Units. Each First Mortgagee or its agent shall have the right to examining the books and records of the Association at any reasonable time and to have an audited statement of the Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:
- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;
  - (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; .
  - (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
  - (d) Notice of any proposed action which would require the consent of a specified percentage of First Mortgagees pursuant to Section 9.02;
  - (e) Notice of substantial damage to or destruction of any Dwelling Unit (in excess of \$1,000,000 or any part of the Common Elements (in excess of \$10,000));
  - (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property;
  - (g) Notice of any default of the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage, where such default is not cured by the Owner Within 30 days after the giving of notice by the Association to the Owner of the existence of the default. The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents

shall be sent by the Association. Failure of the Association to provide any of the foregoing to the First Mortgagee who has made a proper request therefor shall not affect the validity of an action which is related to any of the foregoing. The Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Association shall honor the most recent request received.

**9.02 CONSENT OF FIRST MORTGAGEES:**

- (a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of the First Mortgagees holding, in the aggregate, First Mortgagees on at least two thirds (2/3) of the Unit Ownerships (by number) which are Subject to First Mortgagees will be required for the Association to do or permit to be done any of the following:
- (1) Adoption of an amendment to this Declaration which (i) changes the Undivided Interest (except as permitted in Article Eight hereof), (ii) changes in Section 6.10 or Article Eight, (iii) changes in Article Nine or any other provision of this Declaration or by the By-Laws which specifically grant rights of First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, or (v) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Unit Ownership;
  - (2) The abandonment or termination of the Condominium;
  - (3) The partition or subdivision of a Dwelling Unit
  - (4) The abandonment, partition, subdivision, encumbrance, sale, or transfer of the Common Elements (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Condominium Property and except for the encumbrance, sale or transfer of an Undivided Interest in connection with the encumbrance, sale or transfer of a Unit Ownership);
  - (5) The sale of the Condominium Property;
  - (6) The removal of a portion of the Condominium Property from the provisions of the Act and this Declaration;
  - (7) The effectuation of a decision by the Association to terminate professional management and assume self-management of the Condominium;

(8) The use of hazard insurance proceeds for losses to the Condominium Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such Dwelling Units or Common Elements; provided, that, such consent of First Mortgagees will not be required with respect to any action under (1) through (8) above which occurs as a result of (i) substantial damage due to fire or other casualty (including, without limitation, action taken pursuant to Section 5.06); or (ii) a taking of a portion or all of the Condominium Property by condemnation or eminent domain (including, without limitation, action taken pursuant to Section 5.07).

(b) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within 30 days after making the request for consent.

9.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interest may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that nothing in this Section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium Property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

9.04 REGULATORY AGREEMENT: Anything herein to the contrary notwithstanding this Declaration, as it relates to the administration of the Condominium Property, shall be subject to the Regulatory Agreement, if any, for so long as the Regulatory Agreement shall be in effect. In the event of any conflicts between the provisions of the Regulatory Agreement and the provisions of this Declaration or any other Exhibit hereto, the provisions of the Regulatory Agreement shall govern. While the Regulatory Agreement is in effect, a violation of the Regulatory Agreement by the Owner, tenant or occupant of a Dwelling Unit shall be in default hereunder and the provisions of Article Seven shall apply.

9.05 COMMISSIONER APPROVALS: Anything herein to the contrary notwithstanding whenever this Declaration or the By-laws provide for the approval or consent of the Commissioner, such approval or consent shall not be required unless the Regulatory Agreement is in full force and effect and shall be deemed granted unless the party

seeking consent is advised to the contrary in writing by the Commissioner within 30 days of making such request.

- 9.06 **ADMINISTRATOR APPROVALS:** Anything herein to the contrary notwithstanding, whenever this Declaration or the By-Laws provide for the approval or consent of the Administrator, such approval or consent shall not be required unless the Administrator (a) has issued its condominium project approval of the condominium and such project approval has not terminated, (b) has issued a guarantee of the first mortgage on at least one Dwelling Unit which guarantee is then outstanding, (c) is the owner or holder of a first mortgage on a Dwelling Unit or (d) is the Owner of a Dwelling Unit. Whenever required, the consent of the Administrator shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Administrator within 30 days after making the request for consent.

**ARTICLE TEN**  
**COUNTY OF DUPAGE RIGHTS**

- 10.01 **IN GENERAL:** In addition to any rights, powers or easements granted to the County of DuPage elsewhere in this Declaration, the County of DuPage shall have the rights, powers and easements set forth in this Article.
- 10.02 **EASEMENTS:** The County of DuPage ("County") is hereby granted the right and easement of access over, across and through the Property for any purposes reasonably related to the power exercise of the rights and powers of the County, including, without limitation, the right and easement (i) to come upon the Common Elements for the purpose of reading water meters installed by or on behalf of the County and (ii) to come upon the Property and to install, lay, construct, renew, operation, maintain, repair and replace lines, pipes, pumps and other equipment (including both the Common Elements and Dwelling Units) for the purpose of providing water, storm sewer and sanitary sewer services and storm water detention areas, if any, or any part of parts thereof and to adjacent property.
- 10.03 **PARKING REGULATIONS:** The County shall have the right and power to pass ordinances regulating traffic flow, fire lanes and "no parking" areas with respect to the Common Elements. The County shall have the right and power to issue citations to persons Violating any such ordinances and/or to cause Violating automobiles to be removed from the Property in the event of a parking violation.

**ARTICLE ELEVEN**  
**MISCELLANEOUS**

- 11.01 **SEVERABILITY:** Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not

affect liens, charges rights, benefits and privileges and other provisions of this Declaration which shall remain in full force and effect.

- 11.02 **NOTICES:** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing, or upon personal delivery to the Owner's Dwelling Unit.
- 11.03 **CAPTIONS / CONFLICTS:** The article and headings are intended for convenience only and shall not be construed with any substantive effect in This Declaration. In the event of any conflict between the statements made in the recitals of this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.
- 11.04 **PERPETUITIES AND OTHER INVALIDITY:** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until 21 years after the death of the survivor of the now living lawful descendants of the President of the United States as of the date of the Recording of this Declaration.
- 11.05 **ASSIGNMENT BY DEVELOPER OR DECLARANT:** All rights which are specified in this Declaration to be rights of the Developer or Declarant are assignable or transferable. Any successor to, or assignee of, the rights of the Developer or Declarant hereunder shall hold or be entitled to exercise the rights of Developer or Declarant hereunder as fully as if named as such party herein. No party exercising rights as Developer or Declarant hereunder shall have or incur any liability for the acts of any party which previously exercised or subsequently shall exercise such rights.
- 11.06 **TITLE HOLDING LAND TRUST:** In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligations hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest in any such trust.
- 11.07 **DISPLAY OF AMERICAN FLAG OR MILITARY FLAG.**

(a) Notwithstanding any provision in the declaration, bylaws, rules, regulations, or agreements or other instruments of a condominium association or a master association or a common interest community association or a board's construction of any of those instruments, a board may not prohibit the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located. A board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. A board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of a unit owner or on the immediately adjacent exterior of the building in which the unit of a unit owner is located, but a board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

(b) As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Board" includes a board of managers or a board of a master association or a common interest community association. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

**11.08 Limitations on the use of smoking cannabis.** The condominium instruments of an association may prohibit or limit the smoking of cannabis, as the term "smoking" is defined in the Cannabis Regulation and Tax Act, within a unit owner's unit. The condominium instruments and rules and regulations shall not otherwise restrict the consumption of cannabis by any other method within a unit owner's unit, or the limited common elements, but may restrict any form of consumption on the common elements.

**11.09 Use of Technology.**

(a) Any notice required to be sent or received for signature, vote, consent, or approval required to be obtained under the Declaration or bylaws or any provision of the Act may be accomplished using acceptable technological means. This Section shall govern the use of technology in implementing the provisions of the Declaration or By-Laws or any provision of the Act concerning notices, signatures, votes, consents, or approvals.

(b) The Association, Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under the Declaration or By-Laws or any provision of the Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under the Declaration or bylaws or any provision of the Act.

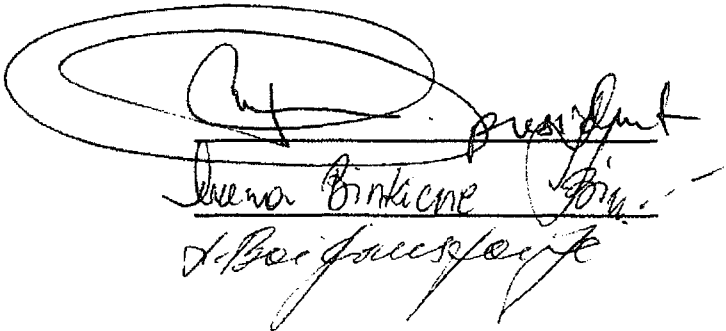
(d) Voting on, consent to, and approval of any matter under the Declaration or bylaws or any provision of the Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

(e) Subject to other provisions of law, no action required or permitted by the Declaration or By-Laws or any provision of the Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board.

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

(g) This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Act.

NOW THEREFORE we, the undersigned members of the Board of Directors of NAPER PLACE CONDOMINIUM ASSOCIATION consent to the Amended and Restated Declaration aforementioned.



Handwritten signature of Juana Binkane, President. The signature is written in cursive and is circled in blue ink. Below the signature, the name "Juana Binkane" and the title "President" are printed in a smaller font.

*Suzanne Lapelante*  
\_\_\_\_\_  
\_\_\_\_\_

BEING THE MEMBERS OF  
THE BOARD OF DIRECTORS

STATE OF ILLINOIS )

) SS

COUNTY OF COOK )

*Saimute Baikauskaite*, do hereby certify that I am the duly qualified and acting Secretary of NAPER PLACE CONDOMINIUM ASSOCIATION an Illinois not-for-profit corporation, and as such am the keeper of the records and files of the Association.

I certify that two-thirds (2/3) of the Board of Directors have approved the Amended and Restated Declaration.

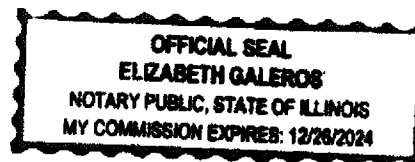
IN WITNESS WHEREOF, I hereunto affix my hand and seal on this the 19<sup>th</sup> day of May, 2021.

*Suzanne Lapelante*  
Secretary

SUBSCRIBED and SWORN to before me

this 19<sup>th</sup> day of May 2021.

*Elizabeth Galeros*





**EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR NAPER PLACE CONDOMINIUMS**

**Legal Description:** Units 2301-101 Beau Monde Boulevard through 4528-206 Beau Monde Drive in in Lisle Place Condominiums, as delineated on a survey of the following described Real Estate: certain Lots together with vacated road in Beaubien Unit Number 2 and certain Lots in Beaubien Unit 4, being Subdivisions of part of Sections 4 and 9, Township 38 North, Range 10, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded April 13, 2006 as Document No. R2006-068153, as amended from time to time, in DuPage County, Illinois.

**Permanent Index Numbers:** 08-04-412-001 through 08-04-412-279

**EXHIBIT B  
PIN LIST**

<b>PINS</b>	<b>Address</b>	<b>Garage</b>	<b>City, State</b>	<b>Zip</b>
08-04-412-001	2301 BEAU MONDE BLVD, UNIT 101	12	LISLE, IL	60532
08-04-412-002	2301 BEAU MONDE BLVD, UNIT 102		LISLE, IL	60532
08-04-412-003	2301 BEAU MONDE BLVD, UNIT 103		LISLE, IL	60532
08-04-412-004	2301 BEAU MONDE BLVD, UNIT 104		LISLE, IL	60532
08-04-412-005	2301 BEAU MONDE BLVD, UNIT 105		LISLE, IL	60532
08-04-412-006	2301 BEAU MONDE BLVD, UNIT 106		LISLE, IL	60532
08-04-412-007	2301 BEAU MONDE BLVD, UNIT 201	11	LISLE, IL	60532
08-04-412-008	2301 BEAU MONDE BLVD, UNIT 202		LISLE, IL	60532
08-04-412-009	2301 BEAU MONDE BLVD, UNIT 203		LISLE, IL	60532
08-04-412-010	2301 BEAU MONDE BLVD, UNIT 204		LISLE, IL	60532
08-04-412-011	2301 BEAU MONDE BLVD, UNIT 205		LISLE, IL	60532
08-04-412-012	2301 BEAU MONDE BLVD, UNIT 206		LISLE, IL	60532
08-04-412-013	4415 BLACKHAWK LN, UNIT 101		LISLE, IL	60532
08-04-412-014	4415 BLACKHAWK LN, UNIT 102		LISLE, IL	60532
08-04-412-015	4415 BLACKHAWK LN, UNIT 103		LISLE, IL	60532
08-04-412-016	4415 BLACKHAWK LN, UNIT 104		LISLE, IL	60532
08-04-412-017	4415 BLACKHAWK LN, UNIT 105		LISLE, IL	60532
08-04-412-018	4415 BLACKHAWK LN, UNIT 106		LISLE, IL	60532
08-04-412-019	4415 BLACKHAWK LN, UNIT201		LISLE, IL	60532
08-04-412-020	4415 BLACKHAWK LN, UNIT 202		LISLE, IL	60532
08-04-412-021	4415 BLACKHAWK LN, UNIT 203		LISLE, IL	60532
08-04-412-022	4415 BLACKHAWK LN, UNIT 204		LISLE, IL	60532
08-04-412-023	4415 BLACKHAWK LN, UNIT 205		LISLE, IL	60532
08-04-412-024	4415 BLACKHAWK LN, UNIT 206		LISLE, IL	60532
08-04-412-025	4418 BEAU MONDE DR, UNIT 101		LISLE, IL	60532
08-04-412-026	4418 BEAU MONDE DR, UNIT 102		LISLE, IL	60532
08-04-412-027	4418 BEAU MONDE DR, UNIT 103		LISLE, IL	60532

08-04-412-028	4418 BEAU MONDE DR, UNIT 104		LISLE, IL	60532
08-04-412-029	4418 BEAU MONDE DR, UNIT 105		LISLE, IL	60532
08-04-412-030	4418 BEAU MONDE DR, UNIT 106		LISLE, IL	60532
08-04-412-031	4418 BEAU MONDE DR, UNIT 201		LISLE, IL	60532
08-04-412-032	4418 BEAU MONDE DR, UNIT 202		LISLE, IL	60532
08-04-412-033	4418 BEAU MONDE DR, UNIT 203		LISLE, IL	60532
08-04-412-034	4418 BEAU MONDE DR, UNIT 204		LISLE, IL	60532
08-04-412-035	4418 BEAU MONDE DR, UNIT 205		LISLE, IL	60532
08-04-412-036	4418 BEAU MONDE DR, UNIT 206		LISLE, IL	60532
08-04-412-037	2300 BEAU MONDE LN, UNIT 101		LISLE, IL	60532
08-04-412-038	2300 BEAU MONDE LN, UNIT 102		LISLE, IL	60532
08-04-412-039	2300 BEAU MONDE LN, UNIT 103		LISLE, IL	60532
08-04-412-040	2300 BEAU MONDE LN, UNIT 104		LISLE, IL	60532
08-04-412-041	2300 BEAU MONDE LN, UNIT 105		LISLE, IL	60532
08-04-412-042	2300 BEAU MONDE LN, UNIT 106		LISLE, IL	60532
08-04-412-043	2300 BEAU MONDE LN, UNIT 201		LISLE, IL	60532
08-04-412-044	2300 BEAU MONDE LN, UNIT 202	6	LISLE, IL	60532
08-04-412-045	2300 BEAU MONDE LN, UNIT 203		LISLE, IL	60532
08-04-412-046	2300 BEAU MONDE LN, UNIT 204		LISLE, IL	60532
08-04-412-047	2300 BEAU MONDE LN, UNIT 205		LISLE, IL	60532
08-04-412-048	2300 BEAU MONDE LN, UNIT 206		LISLE, IL	60532
08-04-412-049	4425 BLACKHAWK LN, UNIT 101		LISLE, IL	60532
08-04-412-050	4425 BLACKHAWK LN, UNIT 102		LISLE, IL	60532
08-04-412-051	4425 BLACKHAWK LN, UNIT 103		LISLE, IL	60532
08-04-412-052	4425 BLACKHAWK LN, UNIT 104		LISLE, IL	60532
08-04-412-053	4425 N BLACKHAWK LN, UNIT 105		LISLE, IL	60532
08-04-412-054	4425 BLACKHAWK LN, UNIT 106		LISLE, IL	60532
08-04-412-055	4425 BLACKHAWK LN, UNIT 201	17	LISLE, IL	60532
08-04-412-056	4425 BLACKHAWK LN, UNIT 202		LISLE, IL	60532
08-04-412-057	4425 BLACKHAWK LN, UNIT 203		LISLE, IL	60532
08-04-412-058	4425 BLACKHAWK LN, UNIT 204		LISLE, IL	60532
08-04-412-059	4425 BLACKHAWK LN, UNIT 205		LISLE, IL	60532
08-04-412-060	4425 BLACKHAWK LN, UNIT 206		LISLE, IL	60532
08-04-412-061	4428 BEAU MONDE DR, UNIT 101		LISLE, IL	60532
08-04-412-062	4428 BEAU MONDE DR, UNIT 102		LISLE, IL	60532
08-04-412-063	4428 BEAU MONDE DR, UNIT 103		LISLE, IL	60532
08-04-412-064	4428 BEAU MONDE DR, UNIT 104		LISLE, IL	60532
08-04-412-065	4428 BEAU MONDE DR, UNIT 105		LISLE, IL	60532
08-04-412-066	4428 BEAU MONDE DR, UNIT 106		LISLE, IL	60532
08-04-412-067	4428 BEAU MONDE DR, UNIT 201	8	LISLE, IL	60532
08-04-412-068	4428 BEAU MONDE DR, UNIT 202		LISLE, IL	60532
08-04-412-069	4428 BEAU MONDE DR, UNIT 203		LISLE, IL	60532
08-04-412-070	4428 BEAU MONDE DR, UNIT 204		LISLE, IL	60532
08-04-412-071	4428 BEAU MONDE DR, UNIT 205		LISLE, IL	60532
08-04-412-072	4428 BEAU MONDE DR, UNIT 206		LISLE, IL	60532
08-04-412-073	2301 BEAU MONDE LN, UNIT 101		LISLE, IL	60532

08-04-412-074	2301 BEAU MONDE LN, UNIT 102		LISLE, IL	60532
08-04-412-075	2301 BEAU MONDE LN, UNIT 103	1 & 2	LISLE, IL	60532
08-04-412-076	2301 BEAU MONDE LN, UNIT 104		LISLE, IL	60532
08-04-412-077	2301 BEAU MONDE LN, UNIT 105		LISLE, IL	60532
08-04-412-078	2301 BEAU MONDE LN, UNIT 108		LISLE, IL	60532
08-04-412-079	2301 BEAU MONDE LN, UNIT 109		LISLE, IL	60532
08-04-412-080	2301 BEAU MONDE LN, UNIT 110		LISLE, IL	60532
08-04-412-081	2301 BEAU MONDE LN, UNIT 111		LISLE, IL	60532
08-04-412-082	2301 BEAU MONDE LN, UNIT 201		LISLE, IL	60532
08-04-412-083	2301 BEAU MONDE LN, UNIT 202	10	LISLE, IL	60532
08-04-412-084	2301 BEAU MONDE LN, UNIT 203		LISLE, IL	60532
08-04-412-085	2301 BEAU MONDE LN, UNIT 204		LISLE, IL	60532
08-04-412-086	2301 BEAU MONDE LN, UNIT 205		LISLE, IL	60532
08-04-412-087	2301 BEAU MONDE LN, UNIT 206		LISLE, IL	60532
08-04-412-088	2301 BEAU MONDE LN, UNIT 207		LISLE, IL	60532
08-04-412-089	2301 BEAU MONDE LN, UNIT 208		LISLE, IL	60532
08-04-412-090	2301 BEAU MONDE LN, UNIT 209		LISLE, IL	60532
08-04-412-091	2301 BEAU MONDE LN, UNIT 210		LISLE, IL	60532
08-04-412-092	2301 BEAU MONDE LN, UNIT 211		LISLE, IL	60532
08-04-412-093	2301 BEAU MONDE LN, UNIT 301	18	LISLE, IL	60532
08-04-412-094	2301 BEAU MONDE LN, UNIT 302		LISLE, IL	60532
08-04-412-095	2301 BEAU MONDE LN, UNIT 303		LISLE, IL	60532
08-04-412-096	2301 BEAU MONDE LN, UNIT 304		LISLE, IL	60532
08-04-412-097	2301 BEAU MONDE LN, UNIT 305		LISLE, IL	60532
08-04-412-098	2301 BEAU MONDE LN, UNIT 306		LISLE, IL	60532
08-04-412-099	2301 BEAU MONDE LN, UNIT 307		LISLE, IL	60532
08-04-412-100	2301 BEAU MONDE LN, UNIT 308		LISLE, IL	60532
08-04-412-101	2301 BEAU MONDE LN, UNIT 309		LISLE, IL	60532
08-04-412-102	2301 BEAU MONDE LN, UNIT 310		LISLE, IL	60532
08-04-412-103	2301 BEAU MONDE LN, UNIT 311		LISLE, IL	60532
08-04-412-104	2301 BEAU MONDE LN, UNIT 401		LISLE, IL	60532
08-04-412-105	2301 BEAU MONDE LN, UNIT 402		LISLE, IL	60532
08-04-412-106	2301 BEAU MONDE LN, UNIT 403		LISLE, IL	60532
08-04-412-107	2301 BEAU MONDE LN, UNIT 404		LISLE, IL	60532
08-04-412-108	2301 BEAU MONDE LN, UNIT 405		LISLE, IL	60532
08-04-412-109	2301 BEAU MONDE LN, UNIT 406		LISLE, IL	60532
08-04-412-110	2301 BEAU MONDE LN, UNIT 407		LISLE, IL	60532
08-04-412-111	2301 BEAU MONDE LN, UNIT 408		LISLE, IL	60532
08-04-412-112	2301 BEAU MONDE LN, UNIT 409		LISLE, IL	60532
08-04-412-113	2301 BEAU MONDE LN, UNIT 410		LISLE, IL	60532
08-04-412-114	2301 BEAU MONDE LN, UNIT 411		LISLE, IL	60532
08-04-412-115	4500 BEAU MONDE DR, UNIT 100		LISLE, IL	60532
08-04-412-116	4500 BEAU MONDE DR, UNIT 101		LISLE, IL	60532
08-04-412-117	4500 BEAU MONDE DR, UNIT 102		LISLE, IL	60532
08-04-412-118	4500 BEAU MONDE DR, UNIT 103		LISLE, IL	60532
08-04-412-119	4500 BEAU MONDE DR, UNIT 104		LISLE, IL	60532

08-04-412-120	4500 BEAU MONDE DR, UNIT 105		LISLE, IL	60532
08-04-412-121	4500 BEAU MONDE DR, UNIT 108		LISLE, IL	60532
08-04-412-122	4500 BEAU MONDE DR, UNIT 109		LISLE, IL	60532
08-04-412-123	4500 BEAU MONDE DR, UNIT 110		LISLE, IL	60532
08-04-412-124	4500 BEAU MONDE DR, UNIT 111		LISLE, IL	60532
08-04-412-125	4500 BEAU MONDE DR, UNIT 200		LISLE, IL	60532
08-04-412-126	4500 BEAU MONDE DR, UNIT 201	3	LISLE, IL	60532
08-04-412-127	4500 BEAU MONDE DR, UNIT 202		LISLE, IL	60532
08-04-412-128	4500 BEAU MONDE DR, UNIT 203		LISLE, IL	60532
08-04-412-129	4500 BEAU MONDE DR, UNIT 204		LISLE, IL	60532
08-04-412-130	4500 BEAU MONDE DR, UNIT 205		LISLE, IL	60532
08-04-412-131	4500 BEAU MONDE DR, UNIT 206		LISLE, IL	60532
08-04-412-132	4500 BEAU MONDE DR, UNIT 207		LISLE, IL	60532
08-04-412-133	4500 BEAU MONDE DR, UNIT 208		LISLE, IL	60532
08-04-412-134	4500 BEAU MONDE DR, UNIT 209		LISLE, IL	60532
08-04-412-135	4500 BEAU MONDE DR, UNIT 210	9	LISLE, IL	60532
08-04-412-136	4500 BEAU MONDE DR, UNIT 211		LISLE, IL	60532
08-04-412-137	4500 BEAU MONDE DR, UNIT 300		LISLE, IL	60532
08-04-412-138	4500 BEAU MONDE DR, UNIT 301		LISLE, IL	60532
08-04-412-139	4500 BEAU MONDE DR, UNIT 302		LISLE, IL	60532
08-04-412-140	4500 BEAU MONDE DR, UNIT 303		LISLE, IL	60532
08-04-412-141	4500 BEAU MONDE DR, UNIT 304		LISLE, IL	60532
08-04-412-142	4500 BEAU MONDE DR, UNIT 305		LISLE, IL	60532
08-04-412-143	4500 BEAU MONDE DR, UNIT 306		LISLE, IL	60532
08-04-412-144	4500 BEAU MONDE DR, UNIT 307		LISLE, IL	60532
08-04-412-145	4500 BEAU MONDE DR, UNIT 308	19	LISLE, IL	60532
08-04-412-146	4500 BEAU MONDE DR, UNIT 309		LISLE, IL	60532
08-04-412-147	4500 BEAU MONDE DR, UNIT 310	7	LISLE, IL	60532
08-04-412-148	4500 BEAU MONDE DR, UNIT 311		LISLE, IL	60532
08-04-412-149	4500 BEAU MONDE DR, UNIT 400		LISLE, IL	60532
08-04-412-150	4500 BEAU MONDE DR, UNIT 401		LISLE, IL	60532
08-04-412-151	4500 BEAU MONDE DR, UNIT 402		LISLE, IL	60532
08-04-412-152	4500 BEAU MONDE DR, UNIT 403		LISLE, IL	60532
08-04-412-153	4500 BEAU MONDE DR, UNIT 404		LISLE, IL	60532
08-04-412-154	4500 BEAU MONDE DR, UNIT 405		LISLE, IL	60532
08-04-412-155	4500 BEAU MONDE DR, UNIT 406		LISLE, IL	60532
08-04-412-156	4500 BEAU MONDE DR, UNIT 407		LISLE, IL	60532
08-04-412-157	4500 BEAU MONDE DR, UNIT 408		LISLE, IL	60532
08-04-412-158	4500 BEAU MONDE DR, UNIT 409		LISLE, IL	60532
08-04-412-159	4500 BEAU MONDE DR, UNIT 410		LISLE, IL	60532
08-04-412-160	4500 N BEAU MONDE DR, UNIT 411		LISLE, IL	60532
08-04-412-161	2300 BEAU MONDE TERR, UNIT 101		LISLE, IL	60532
08-04-412-162	2300 BEAU MONDE TERR, UNIT 102		LISLE, IL	60532
08-04-412-163	2300 BEAU MONDE TERR, UNIT 103		LISLE, IL	60532
08-04-412-164	2300 BEAU MONDE TERR, UNIT 104		LISLE, IL	60532
08-04-412-165	2300 BEAU MONDE TERR, UNIT 105		LISLE, IL	60532

08-04-412-166	2300 BEAU MONDE TERR, UNIT 108		LISLE, IL	60532
08-04-412-167	2300 BEAU MONDE TERR, UNIT 109		LISLE, IL	60532
08-04-412-168	2300 BEAU MONDE TERR, UNIT 110		LISLE, IL	60532
08-04-412-169	2300 BEAU MONDE TERR, UNIT 111		LISLE, IL	60532
08-04-412-170	2300 BEAU MONDE TERR, UNIT 201		LISLE, IL	60532
08-04-412-171	2300 BEAU MONDE TERR, UNIT 202		LISLE, IL	60532
08-04-412-172	2300 BEAU MONDE TERR, UNIT 203		LISLE, IL	60532
08-04-412-173	2300 BEAU MONDE TERR, UNIT 204		LISLE, IL	60532
08-04-412-174	2300 BEAU MONDE TERR, UNIT 205		LISLE, IL	60532
08-04-412-175	2300 BEAU MONDE TERR, UNIT 206		LISLE, IL	60532
08-04-412-176	2300 BEAU MONDE TERR, UNIT 207		LISLE, IL	60532
08-04-412-177	2300 BEAU MONDE TERR, UNIT 208		LISLE, IL	60532
08-04-412-178	2300 BEAU MONDE TERR, UNIT 209		LISLE, IL	60532
08-04-412-179	2300 BEAU MONDE TERR, UNIT 210	20	LISLE, IL	60532
08-04-412-180	2300 BEAU MONDE TERR, UNIT 211		LISLE, IL	60532
08-04-412-181	2300 BEAU MONDE TERR, UNIT 301		LISLE, IL	60532
08-04-412-182	2300 BEAU MONDE TERR, UNIT 302		LISLE, IL	60532
08-04-412-183	2300 BEAU MONDE TERR, UNIT 303		LISLE, IL	60532
08-04-412-184	2300 BEAU MONDE TERR, UNIT 304		LISLE, IL	60532
08-04-412-185	2300 BEAU MONDE TERR, UNIT 305		LISLE, IL	60532
08-04-412-186	2300 BEAU MONDE TERR, UNIT 306		LISLE, IL	60532
08-04-412-187	2300 BEAU MONDE TERR, UNIT 307		LISLE, IL	60532
08-04-412-188	2300 BEAU MONDE TERR, UNIT 308		LISLE, IL	60532
08-04-412-189	2300 BEAU MONDE TERR, UNIT 309		LISLE, IL	60532
08-04-412-190	2300 BEAU MONDE TERR, UNIT 310		LISLE, IL	60532
08-04-412-191	2300 BEAU MONDE TERR, UNIT 311		LISLE, IL	60532
08-04-412-192	2300 BEAU MONDE TERR, UNIT 401		LISLE, IL	60532
08-04-412-193	2300 BEAU MONDE TERR, UNIT 402		LISLE, IL	60532
08-04-412-194	2300 BEAU MONDE TERR, UNIT 403		LISLE, IL	60532
08-04-412-195	2300 BEAU MONDE TERR, UNIT 404		LISLE, IL	60532
08-04-412-196	2300 BEAU MONDE TERR, UNIT 405		LISLE, IL	60532
08-04-412-197	2300 BEAU MONDE TERR, UNIT 406		LISLE, IL	60532
08-04-412-198	2300 BEAU MONDE TERR, UNIT 407		LISLE, IL	60532
08-04-412-199	2300 BEAU MONDE TERR, UNIT 408		LISLE, IL	60532
08-04-412-200	2300 BEAU MONDE TERR, UNIT 409		LISLE, IL	60532
08-04-412-201	2300 BEAU MONDE TERR, UNIT 410		LISLE, IL	60532
08-04-412-202	2300 BEAU MONDE TERR, UNIT 411		LISLE, IL	60532
08-04-412-203	4508 BEAU MONDE DR, UNIT 1		LISLE, IL	60532
08-04-412-204	4508 BEAU MONDE DR, UNIT 2		LISLE, IL	60532
08-04-412-205	4508 BEAU MONDE DR, UNIT 3		LISLE, IL	60532
08-04-412-206	4508 BEAU MONDE DR, UNIT 4		LISLE, IL	60532
08-04-412-207	4508 BEAU MONDE DR, UNIT 5		LISLE, IL	60532
08-04-412-208	2301 BEAU MONDE TERR, UNIT 101	15	LISLE, IL	60532
08-04-412-209	2301 BEAU MONDE TERR, UNIT 102		LISLE, IL	60532
08-04-412-210	2301 BEAU MONDE TERR, UNIT 103		LISLE, IL	60532
08-04-412-211	2301 BEAU MONDE TERR, UNIT 104		LISLE, IL	60532

08-04-412-212	2301 BEAU MONDE TERR, UNIT 105		LISLE, IL	60532
08-04-412-213	2301 BEAU MONDE TERR, UNIT 106		LISLE, IL	60532
08-04-412-214	2301 BEAU MONDE TERR, UNIT 201		LISLE, IL	60532
08-04-412-215	2301 BEAU MONDE TERR, UNIT 202		LISLE, IL	60532
08-04-412-216	2301 BEAU MONDE TERR, UNIT 203		LISLE, IL	60532
08-04-412-217	2301 BEAU MONDE TERR, UNIT 204		LISLE, IL	60532
08-04-412-218	2301 BEAU MONDE TERR, UNIT 205		LISLE, IL	60532
08-04-412-219	2301 BEAU MONDE TERR, UNIT 206		LISLE, IL	60532
08-04-412-220	4515 BLACKHAWK LN, UNIT 101		LISLE, IL	60532
08-04-412-221	4515 BLACKHAWK LN, UNIT 102		LISLE, IL	60532
08-04-412-222	4515 BLACKHAWK LN, UNIT 103		LISLE, IL	60532
08-04-412-223	4515 BLACKHAWK LN, UNIT 104		LISLE, IL	60532
08-04-412-224	4515 BLACKHAWK LN, UNIT 105	13	LISLE, IL	60532
08-04-412-225	4515 BLACKHAWK LN, UNIT 106		LISLE, IL	60532
08-04-412-226	4515 BLACKHAWK LN, UNIT 201		LISLE, IL	60532
08-04-412-227	4515 BLACKHAWK LN, UNIT 202		LISLE, IL	60532
08-04-412-228	4515 BLACKHAWK LN, UNIT 203		LISLE, IL	60532
08-04-412-229	4515 BLACKHAWK LN, UNIT 204		LISLE, IL	60532
08-04-412-230	4515 BLACKHAWK LN, UNIT 205		LISLE, IL	60532
08-04-412-231	4515 BLACKHAWK LN, UNIT 206		LISLE, IL	60532
08-04-412-232	4518 BEAU MONDE DR, UNIT 101		LISLE, IL	60532
08-04-412-233	4518 BEAU MONDE DR, UNIT 102		LISLE, IL	60532
08-04-412-234	4518 BEAU MONDE DR, UNIT 103		LISLE, IL	60532
08-04-412-235	4518 BEAU MONDE DR, UNIT 104		LISLE, IL	60532
08-04-412-236	4518 BEAU MONDE DR, UNIT 105		LISLE, IL	60532
08-04-412-237	4518 BEAU MONDE DR, UNIT 106		LISLE, IL	60532
08-04-412-238	4518 BEAU MONDE DR, UNIT 201		LISLE, IL	60532
08-04-412-239	4518 BEAU MONDE DR, UNIT 202		LISLE, IL	60532
08-04-412-240	4518 BEAU MONDE DR, UNIT 203		LISLE, IL	60532
08-04-412-241	4518 BEAU MONDE DR, UNIT 204		LISLE, IL	60532
08-04-412-242	4518 BEAU MONDE DR, UNIT 205		LISLE, IL	60532
08-04-412-243	4518 BEAU MONDE DR, UNIT 206	14	LISLE, IL	60532
08-04-412-244	2300 OLD TAVERN RD, UNIT 101		LISLE, IL	60532
08-04-412-245	2300 OLD TAVERN RD, UNIT 102		LISLE, IL	60532
08-04-412-246	2300 OLD TAVERN RD, UNIT 103		LISLE, IL	60532
08-04-412-247	2300 OLD TAVERN RD, UNIT 104		LISLE, IL	60532
08-04-412-248	2300 OLD TAVERN RD, UNIT 105		LISLE, IL	60532
08-04-412-249	2300 OLD TAVERN RD, UNIT 106		LISLE, IL	60532
08-04-412-250	2300 OLD TAVERN RD, UNIT 201		LISLE, IL	60532
08-04-412-251	2300 OLD TAVERN RD, UNIT 202		LISLE, IL	60532
08-04-412-252	2300 OLD TAVERN RD, UNIT 203		LISLE, IL	60532
08-04-412-253	2300 OLD TAVERN RD, UNIT 204		LISLE, IL	60532
08-04-412-254	2300 OLD TAVERN RD, UNIT 205		LISLE, IL	60532
08-04-412-255	2300 OLD TAVERN RD, UNIT 206		LISLE, IL	60532
08-04-412-256	4525 BLACKHAWK LN, UNIT 101		LISLE, IL	60532
08-04-412-257	4525 BLACKHAWK LN, UNIT 102		LISLE, IL	60532

08-04-412-258	4525 BLACKHAWK LN, UNIT 103		LISLE, IL	60532
08-04-412-259	4525 BLACKHAWK LN, UNIT 104		LISLE, IL	60532
08-04-412-260	4525 BLACKHAWK LN, UNIT 105	5	LISLE, IL	60532
08-04-412-261	4525 BLACKHAWK LN, UNIT 106		LISLE, IL	60532
08-04-412-262	4525 BLACKHAWK LN, UNIT 201		LISLE, IL	60532
08-04-412-263	4525 BLACKHAWK LN, UNIT 202		LISLE, IL	60532
08-04-412-264	4525 BLACKHAWK LN, UNIT 203		LISLE, IL	60532
08-04-412-265	4525 BLACKHAWK LN, UNIT 204		LISLE, IL	60532
08-04-412-266	4525 BLACKHAWK LN, UNIT 205		LISLE, IL	60532
08-04-412-267	4525 BLACKHAWK LN, UNIT 206		LISLE, IL	60532
08-04-412-268	4528 BEAU MONDE DR, UNIT 101		LISLE, IL	60532
08-04-412-269	4528 BEAU MONDE DR, UNIT 102		LISLE, IL	60532
08-04-412-270	4528 BEAU MONDE DR, UNIT 103		LISLE, IL	60532
08-04-412-271	4528 BEAU MONDE DR, UNIT 104		LISLE, IL	60532
08-04-412-272	4528 BEAU MONDE DR, UNIT 105		LISLE, IL	60532
08-04-412-273	4528 BEAU MONDE DR, UNIT 106		LISLE, IL	60532
08-04-412-274	4528 BEAU MONDE DR, UNIT 201		LISLE, IL	60532
08-04-412-275	4528 BEAU MONDE DR, UNIT 202		LISLE, IL	60532
08-04-412-276	4528 BEAU MONDE DR, UNIT 203		LISLE, IL	60532
08-04-412-277	4528 BEAU MONDE DR, UNIT 204		LISLE, IL	60532
08-04-412-278	4528 BEAU MONDE DR, UNIT 205	4	LISLE, IL	60532
08-04-412-279	4528 BEAU MONDE DR, UNIT 206		LISLE, IL	60532
	USED BY ASSOCIATION	16		

**EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM FOR NAPER PLACE CONDOMINIUMS  
BY-LAWS  
OF  
NAPER PLACE CONDOMINIUM ASSOCIATION**

**ARTICLE I  
NAME OF CORPORATION**

- 1.01 **NAME:** The name of this corporation is the NAPER PLACE CONDOMINIUM ASSOCIATION.

**ARTICLE II  
PURPOSE AND POWERS**

- 2.01 **PURPOSES:** The purpose of this Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, 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 D to the Declaration of Condominium Ownership for the Condominiums ("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-Far-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.
- 2.03 **PERSONAL APPLICATION:** All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The mere acquisition or rental of a Dwelling Unit or the mere act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

**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 which 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 Property or at the office of a managing agent engaged by the Association.

**ARTICLE IV**  
**MEETINGS OF MEMEBERS**

- 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 by a majority of Owners in writing to the Board. If the case of multiple individual Owners no designation is given and only one of the multiple Owners is present at a meeting of the Owners no designation is given and only one of the multiple Owners is present at a meeting of the Owners, then he is entitled to cast all the votes allocated to that Dwelling Unit. If in the case of multiple individual Owners no designation is given and more than one of the multiple Owners is present at a meeting of the Owners, then he is entitled to cast all votes allocated to that Dwelling Unit. If in the case of multiple individual Owners no designation is given and more than one of the multiple Owners are present at a meeting, the votes allocated to that Dwelling Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners, provided that the Board shall consider a majority agreement if anyone of the multiple owners casts the votes allotted to the Dwelling Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the 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 and dated 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 11 months from the date of its execution, unless otherwise provided in the proxy. Except as otherwise specifically provided in the Declaration, these By-Laws or the Act, each Voting Member shall have one vote. **Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage of the undivided ownership of the Common Elements appurtenant thereto.**
- 4.02 PLACE OF MEETING;QUORUM: Meetings of the Owners shall be held on the Condominium Property or at such other place that is 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, from time to time published. Voting Members holding 20% of the votes, represented in person or by proxy, shall constituted a quorum. The vote of the 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 portion is required by the Act, the Declaration, or these By-Laws. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association. The affirmative vote of 75% of the votes entitled to be cast shall be required for the purchase or sale of land of Dwelling Units on behalf of all Owners.

- 4.03 **ANNUAL MEETINGS**: There shall be an annual meeting of the Owners within 30 days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board. The purpose of the annual meeting shall be to elect members of the Board.
- 4.04 **SPECIAL MEETINGS**: Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board or by Voting Members representing at least 20% of the votes.
- 4.04 **NOTICE OF MEMBERSHIP MEETINGS**: Written notice of any membership meeting shall be mailed or personally delivered and posted conspicuously on the Condominium Property, giving Owners not less than 10 nor more than 30 days' notice of the time, place, and purpose of the meeting except that notice may be sent, to the extent the condominium instruments or rules adopted thereunder expressly so provide, by electronic transmission consented to by the Unit Owner to whom the notice is given, provided the director and officer or his agent certifies in writing to the delivery by electronic transmission.

## **ARTICLE V**

### **BOARD OF DIRECTORS**

- 5.01 **IN GENERAL**: The affairs of the Association and the direction and administration of the Condominium Property shall be vested in the Board, which shall consist of 5 persons or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members ("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.
- 5.02 **BOARDS**: At the first meeting of the Owners the Voting Members shall elect the initial Board (as provided for in the Act) in the manner hereinafter provided. Any Owner shall

be provided with the names, addresses and telephone numbers (if available) and the weighted vote of each Owner entitled to vote at such meeting within 3 working days of the request, with respect to each subsequent meeting to elect members of the Board. Each member of the Board shall be an Owner or a Voting Member, or both.

- 5.03 **ELECTION:** At the initial meeting of the Owners, the Voting Members shall elect a full Board of Directors. The three Directors receiving the highest number of votes shall serve a term of two years and the other two Directors shall serve a term of one year. Thereafter each Director shall serve a term of two years. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, the Voting Member for each Dwelling Unit shall be entitled to the number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such Voting Member is entitled (cumulative voting shall not be permitted). The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. If there are multiple Owners of a Unit, only one of the Owners shall be eligible to serve as a member of the Board at anyone time.
- 5.04 **ANNUAL MEETINGS:** The Board shall hold an annual meeting within 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.
- 5.05 **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.
- 5.06 **SPECIAL MEETINGS:** Special meetings of the Board may be called by the President or by twenty-five percent (25%) of the Directors then serving.
- 5.07 **NOTICE OF BOARD MEETINGS:** Notice of each meeting of the Board shall be posted in entranceways, elevators, or other conspicuous places in the Building at least 48 hours prior to the meeting of the Board. Notice of every meeting of the Board shall also be given at least 48 hours prior to the meeting, or such longer notice as the Act may separately require, to: (i) each Unit Owner who has provided the Association with written authorization to conduct business by acceptable technological means, and (ii) to the extent that the Declaration, By-Laws or Rules required to each other Unit Owner by mail or personal delivered to each Owner at least 48 hours prior to the meeting. Notice of every meeting of the Board shall be given to every Board member at least 48 hours prior thereto, unless the Board member waives notice of the meeting.
- 5.08 **OPEN MEETINGS:** Each meeting of the Board shall be open to any Owner except that the Board may close any portion of a noticed meeting or meet separately from a noticed

meeting to (i) discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the board of managers finds that such an action is probable or imminent, (ii) discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) discuss violations of rules and regulations of the association, (v) discuss a unit owner's unpaid share of common expenses, or (vi) consult with the association's legal counsel; that any vote on these matters shall take place at a meeting of the board of managers or portion thereof open to any unit owner. 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. Any Owner may record the proceedings at the meeting required to be open by tape, film or other means and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Board members may participate in and act at any meeting of the Board in person, by telephonic means, or by use of any acceptable technological means whereby all persons participating in the meeting can communicate with each other; that participation constitutes attendance in person at the meeting.

- 5.09 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.
- 5.10 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 and approved by the Commissioner. 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.
- 5.11 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by the affirmative vote of 75% 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 sign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as a Director as of the date of such cessation.

**5.12 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) To procure insurance as provided for in the Declaration;
- (b) 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;
- (c) 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;
- (d) 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;
- (e) To estimate and provide each Owner with an annual budget showing as provided for in the Declaration;
- (f) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;
- (g) To levy and expend the Common Expenses;
- (h) To adopt rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations;
- (i) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;
- (j) To own, convey, encumber, lease, or otherwise deal with Dwelling Units or other real property conveyed to or purchased by the Association;
- (k) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Condominium Property;
- (l) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful

taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;

- (m) To impose charges for late payments of an Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of the Declaration, By-Laws, and rules and regulations of the Association;
- (n) By majority vote of the Board, to assign the Association's rights to future income, including the right to receive common expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;
- (o) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Owners under the provisions of the Act;
- (p) To record the granting of an easement for the laying of cable television cable television or high speed Internet cable where authorized by the Unit Owners under the provisions of Section 2.08(b) of the Declaration;
- (q) To obtain, if available and determined by the Board to be in the best interest of the Association, cable television or bulk high speed Internet service for all of the Dwelling Units of the Association on a bulk identical service and equal cost per Dwelling Unit basis; and to assess and recover the expense as a Common Expense and, if so determined by the Board, to assess each and every Dwelling Unit on the same equal cost per Dwelling Unit basis.
- (r) To seek relief on behalf of all Unit Owners when authorized pursuant to the Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or changes of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;
- (s) To reasonably accommodate the needs of a handicapped Unit Owner as required by the Federal Civil Rights Act of 1968, the Human Rights" Act and any applicable local ordinances in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit; and
- (t) To establish and maintain a system of master metering of public utility services, if any, and to collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

- (u) Ratify and confirm actions of the members of the Board taken in response to an emergency, as that term is defined herein. The Board shall give notice to the Unit Owners of: (i) the occurrence of the emergency event within 7 business days after the emergency event, and (ii) the general description of the actions taken to address the event within 7 days after the emergency event.
- (v) To accept service of notice of a claim for purposes of the Mechanic's Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration, and to distribute to Unit Owners within 7 days of the acceptance of the service by the Board. Service shall be effective as if each individual Dwelling Unit had been served individually with notice.
- (w) To adopt and amend rules and regulations (1) authorizing electronic delivery of notices and other communications required or contemplated by this Act to each Unit Owner who provides the Association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted; and (2) authorizing each Unit Owner to designate an electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of members or Unit Owners which the Association is required to provide upon request pursuant to any provision of the Act or herein.

5.14 CONTRACTS WITH BOARD MEMBERS: The Board may not enter into a contract with a current Board member or with a corporation or partnership, in which a Board member or a member of the Board member's immediate family has 25% or more interest, unless notice of intent to enter the contract is given to Unit Owners within 20 days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 20% of the Unit Owners, for an election to approve or disapprove the contract; such petition shall be filed within 30 days after such notice and such election shall be held within 30 days after filing the petition; for purposes of this subsection, a Board member's spouse, parents, and children.

5.15 ELECTIONS:

(a) The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if (i) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and (ii) the Board does not express a preference in favor of any candidate.

(b) Any proxy distributed for Board elections by the Board shall provide Unit Owners the opportunity to designate any person as the proxy holder, and provide the Unit Owner

with the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(c) If a rule adopted at least 120 days before a Board election, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified herein or by Rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; that the deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners; that every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes or candidates whose names do not appear on the ballot; that a ballot received by the Association or its designated agent after the close of voting shall not be counted; that a Unit Owner who submits a ballot by mail or other means of delivery specified herein or by Rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

(d) If a Rule adopted at least 120 days before a Board election provides for balloting as set forth in herein, Unit Owner may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting; or (ii) by an acceptable technological means as defined by the Act; instructions regarding the use of electronic means for voting shall be distributed to all Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; the deadline shall be no more than 7 days before the instructions for voting using electronic or acceptable technological means is distributed to Unit Owners; every instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot; a Unit Owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by the Unit Owner.



(e) If a written petition by Unit Owners with at least 20% of the votes of the Association is delivered to the Board within 30 days after the Board's approval of a Rule adopted pursuant to paragraphs (c) and (d) above, the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition; that unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the Rule, the Rule is ratified.

(f) Votes cast by ballot under paragraphs (c) and (d) above or electronic or acceptable technological means under paragraphs (c) and (d) above are valid for the purpose of establishing a quorum.

(g) The Association may, upon the adoption of appropriate Rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Dwelling Unit and the vote itself, provided that the Board further adopt Rules to verify the status of the Unit Owner issuing a proxy or casting a ballot; and further, that a candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(h) In the event of a resale of a Unit the purchaser of a Dwelling Unit from a seller other than the developer pursuant to an installment sales contract for purchase shall during such times as he or she resides in the Dwelling Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particulate office or be elected and serve on the Board. Satisfactory evidence of the installment sales contract shall be made available to the Association or its agents. For purposes of this subsection, "installment sales contract" shall have the same meaning set forth in Section 5 of the Installment Sales Contract Act and Section 1(e) of the Dwelling Unit Installment Contract Act.

## **ARTICLE VI** **OFFICERS**

6.01 **OFFICERS:** The Officers of the Association shall be a President, one or more Vice Presidents, 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, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

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 two-thirds (2/3) vote of the Board at any meeting thereof until the next annual meeting of the Unit Owners or for a period terminating no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the Association requesting such meeting, and the method of filling vacancies among the officers that shall include the authority for the members of the Board to fill the vacancy for the unexpired portion of the term.

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 may be the Chief Executive Officer of the Association 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 the Act, the Declaration and these By-Laws;
- (b) The Vice President shall, in the absence or the disability of the Present, perform the duties and exercise the powers of such office, other duties assigned by the Board. If neither of the President not the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of President on an interim basis;
- (c) The Secretary shall keep minutes of all meetings of the Owners and the Board and shall have custody of the Association Seal 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; and
- (d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time to designated by the Board.

- 6.04 **OFFICER'S COMPENSATION:** The officers shall receive no compensation for their services unless 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 operation 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 the 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 or a Vice President and attested to the Secretary or an Assistant 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 or Assistant Treasurer and countersigned by the President or a Vice 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 each preceding fiscal year actually incurred and paid, together 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.

- (a) If an adopted budget or any special assessment adopted by the Board would result in the sum of all regular and special assessments payable in the current year exceeding 115% of the sum of all regular and special assessments payable during the preceding year, the Board upon written petition by Unit Owners with 20 percent of the votes of the Association delivered to the Board within 21 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment it is ratified.
- (b) Any common expenses not set forth in the budget or any increase in Assessments over the amount adopted in the budget shall be considered a special assessment against all Unit Owners provided, however, that special assessments for expenditures relating to emergencies or mandated by law maybe adopted by the Board without being subject to Unit Owner approval or the provisions of the previous paragraph or the next sentence. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners. The Board may adopt special assessments payable over more than one year. With respect to multi-year assessments not governed by the previous two sentences the entire amount of the multi-year assessment shall be deemed considered and authorized in the first year in which the assessment is approved.
- (c) Neither the Association nor the Board shall have authority to forebear the payment of assessments by any Owner.

**ARTICLE X**  
**BOOKS AND RECORDS**

- 10.01. **BOOK AND RECORDS:** The Board shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:
- (1) The Association's Declaration, By-Laws, and plats of survey, and all amendments;
  - (2) The rules and regulations of the Association if any;
  - (3) The articles of incorporation of the Association and all amendments thereto;
  - (4) Minutes of all meetings of the Association and its Board for the immediately preceding 7 years;
  - (5) All current policies of insurance of the Association;

- (6) All contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- (7) A current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all members entitled to vote;
- (8) Ballots and proxies relate to ballots for all matters voted on by the members of the Association during the immediately preceding 12 months, including, but not limited to, the election of members of the Board; and
- (9) The books and records of the Association's current and 10 immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts, expenditures, and accounts.

10.02 Any member of the Association shall have the right to inspect, examine and make copies of the records described in subparagraphs 1, 2, 3, 4, 5, 6, and 9 above, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise its right, a member must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within 10 days of receipt of the member's written request shall be deemed a denial.

10.03 Except as otherwise provided in Section 10.05 of this Section, any member of an Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (7) and (8) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for a purpose that relates to the Association, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board or authorized agent of the Association may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the Association. The Board may impose a fine in accordance with item (l) of Section 18.4 of the Act upon any person who makes a false certification. Subject to the provisions of Section 10.05 of this Section, failure of the Board to make available all records so requested within 10 business days of receipt of the member's written request shall be deemed a denial; provided, however, that the Board that has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting member within 10 business days of receipt of the member's written request. As used in this Section, "commercial purpose" means the use of any part of a record or records described in subdivisions (7) and (8) of subsection

(a) of this Section, or information derived from such records, in any form for sale, resale, or solicitation or advertisement for sales or services

10.04 The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section may be charged by the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the association of reproducing the records may also be charged by the Association to the requesting member.

10.05 Notwithstanding the provisions of Section 10.03, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its members:

1. documents relating to appointment, employment, discipline, or dismissal of Association employees;
2. documents relating to actions pending against or on behalf of the Association or its Board in a court of administrative tribunal;
3. documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board in a court of administrative tribunal;
4. documents relating to Common Expenses or other charges owed by a member other than the requesting member; and
5. documents provided to the Association in connection with the lease, sale, or other transfer of a Dwelling Unit by a member other than the requesting member.

#### **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 names 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 Section 9.02 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. These By-Laws may also be amended by the Developer for the purposes and by the procedure set forth in Section 9.01 of the Declaration. No amendment to these By-Laws shall become effective until recorded.