

DEC 28 1995

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8:38 AM

STATE OF ILLINOIS } No. 38916  
Adams County } S.S.

Charles E. (Charlie) Williams

DECLARATION OF CONDOMINIUM  
PURSUANT TO THE CONDOMINIUM  
PROPERTY ACT

Recorder with and for the County, and State, whereas, do hereby certify that the within and foregoing instrument of writing was filed for record on the 28th day of December A. D. 19 95 at 8:38 o'clock A.M. and duly recorded in volume 91 of Misc. Book 1163 of the PUBLIC RECORDS of Adams County, Illinois.

ABBAY RIDGE CONDOMINIUMS

*[Handwritten signature]*

TABLE OF CONTENTS

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SECTION

TABLE OF CONTENTS

1.	DEFINITIONS	-1-
	A. Act	-2-
	B. Association	-2-
	C. Board	-2-
	D. Buildings	-2-
	E. Bylaws	-2-
	F. Common Elements	-2-
	G. Common Expenses	-2-
	H. Condominium Instruments	-2-
	I. Developer	-2-
	J. First Mortgagee	-2-
	K. Limited Common Elements	-2-
	L. Maintenance Fund	-3-
	M. Majority or Majority of Unit Owners	-3-
	N. Occupant	-3-
	O. Owner	-3-
	P. Parcel	-3-
	Q. Person	-3-
	R. Plat	-3-
	S. Property	-3-
	T. Record	-3-
	U. Reserves	-3-
	V. Unit	-3-
	W. Unit Grouping	-3-
	X. Unit Owner	-3-
2.	LEGAL DESCRIPTION OF PARCEL	-4-
3.	DESCRIPTION OF UNITS	-4-
4.	USE AND OWNERSHIP OF THE COMMON ELEMENTS	-5-
5.	ENCROACHMENTS AND EASEMENTS	-5-
6.	PIPES, ETC.	-6-

7.	SALE OR OTHER ALIENATION	-6-
8.	ASSOCIATION	-12-
9.	INSURANCE, REPAIR AND RECONSTRUCTION	-12-
10.	SEPARATE REAL ESTATE TAXES	-16-
11.	USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS	-16-
12.	VIOLATION OF DECLARATION	-20-
13.	OTHER BUILDINGS	-21-
14.	EXTERIOR AND INTERIOR MAINTENANCE	-25-
	A. General	-25-
	B. Association's Right to Repair, Maintain and Restore	-26-
	C. Maintenance of Landscaping	-26-
	D. Access Easement	-26-
	E. Owner's Negligence	-26-
	F. Obligations to City of Quincy	-26-
15.	VEHICULAR PARKING, STORAGE AND REPAIRS	-27-
16.	LEASES	-28-
17.	ARBITRATION	-28-
18.	CONDEMNATION	-28-
19.	VIOLATIONS OF CERTAIN RULES	-29-
20.	SEVERABILITY	-29-
21.	CONSTRUCTION	-29-
22.	CHANGES OR MODIFICATIONS BY THE DEVELOPER	-29-
23.	RIGHTS OF MORTGAGEES AND OTHERS TO NOTICE	-30-

EXHIBITS

Exhibit A - Legal Description

Exhibit B - Units and Percentage of  
Ownership Interest in Comon Elements

Exhibit C - Bylaws of Abbey Ridge Condominiums  
Association

Exhibit D - Unit Descriptions Plat

**DECLARATION OF CONDOMINIUM  
PURSUANT TO THE CONDOMINIUM  
PROPERTY ACT**

**ABBEY RIDGE CONDOMINIUMS**

**THIS DECLARATION** is made and entered into this 26th day of December, 1995, by Robert J. Lansing and Marcia S. Lansing, husband and wife (hereinafter collectively referred to as "Lansing"):

**RECITALS**

It is acknowledged that:

A. Lansing is the owner in fee simple of certain real estate, hereinafter described, in Quincy, Adams County, Illinois; and,

B. Lansing intends to, and does hereby submit such real estate together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon, all rights and privileges belonging or in anywise pertaining thereto, and any and all easements appurtenant thereto to the provisions of the Illinois Condominium Property Act; and,

C. Lansing desires to establish certain rights and easements in, over, and on said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the real estate and all units; and,

D. Lansing desires and intends that the several Unit Owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

**ACCORDINGLY**, Lansing, as the owner of the real estate hereinbefore described, and for the purposes above set forth, **DECLARES** as follows:

1. **DEFINITIONS**: Certain words and terms used in this Declaration are defined as follows:

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

B. **ASSOCIATION:** The Association of all the Unit Owners acting pursuant to the Bylaws attached hereto as Exhibit C, through its duly elected Board.

C. **BOARD:** The board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the "Board" shall mean the Board of Directors of the incorporated Association.

D. **BUILDINGS:** All structures, attached or unattached, containing one or more Units.

E. **BYLAWS:** The Bylaws of the Association, which are attached hereto as Exhibit C.

F. **COMMON ELEMENTS:** All portions of the Property except the Units, including, without limiting the generality of the foregoing, the Parcel, the refuse structural parts of the improvements on the Parcel, wherever located.

G. **COMMON EXPENSES:** The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

H. **CONDOMINIUM INSTRUMENTS:** All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws, and Plat.

I. **DEVELOPER:** Robert J. Lansing and Marcia S. Lansing, not as tenants in common, but as joint tenants with right of survivorship, or their designee or their successors and assigns.

J. **FIRST MORTGAGEE:** An owner of a bona fide first mortgage or first trust deed covering any portion of the Property.

K. **LIMITED COMMON ELEMENTS:** That part of the Common Elements contiguous to and serving a single Unit or multiple Unit(s) exclusively as an inseparable appurtenance thereto, including specifically such portions of the perimeter walls, floors and ceilings, windows and doors, and all fixtures and structures therein that lie outside the Unit boundaries, driveways, patios, pipes, ducts, flues, shafts, electrical wiring or conduits, or other system or component part thereof that serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit. As to certain Units, outside parking areas are Limited Common Elements.

L. **MAINTENANCE FUND:** All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.

M. **MAJORITY OR MAJORITY OF UNIT OWNERS:** The owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in the interest of such undivided ownership.

N. **OCCUPANT:** A person or persons, other than a Unit Owner, in possession of a Unit.

O. **OWNER:** Same as "Unit Owner" described below.

P. **PARCEL:** The Unit or Units, tract or tracts of land, described in paragraph 2 hereof, submitted to the provisions of the Act.

Q. **PERSON:** A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

R. **PLAT:** A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of the three-dimensional, horizontal, and vertical delineation of all such Units and such other data as may be required by the Act.

S. **PROPERTY:** All land, property, and space comprising the Parcel, all improvements and structures erected, constructed, or contained therein or thereon, including the Building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, and enjoyment of the Unit Owners, submitted to the provisions of the Act.

T. **RECORD:** To record in the Office of the Recorder, Adams County, Illinois.

U. **RESERVES:** Those sums paid by Unit Owners that are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.

V. **UNIT:** Any part of the Property designed and intended for any type of independent use and designated on the Plat as a Unit.

W. **UNIT GROUPING:** The Units located in a separate building. The number of Units in a Unit Grouping is six (6) and there are five (5) Unit Groupings.

X. **UNIT OWNER:** The person or persons whose estates or interests, individually or collectively, aggregate fee simple

absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

If any of the foregoing definitions is inconsistent with the Act, as now or hereafter amended, the provisions of the Act shall apply.

2. **LEGAL DESCRIPTION OF PARCEL/NAME:** The Parcel hereby submitted to the provisions of the Act is legally described as follows:

See Exhibit A attached hereto, and incorporated herein by this reference.

The name shall be "Abbey Ridge Condominiums."

3. **DESCRIPTION OF UNITS:** Each Unit consists of the space enclosed by the horizontal and vertical planes set forth in the delineation thereof on Exhibit D excluding all structural components of the building, the term "structural components" includes structural columns or pipes, wires, conduits, ducts, flues, shafts or public utility lines running through the Unit or any components of communication or master antenna systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number of such Unit as shown on Exhibit D.

To the extent such data is available to the Developer at the time this Declaration is filed, the plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) every constructed building and each floor thereof; and (3) each Unit in every constructed building and said Unit's horizontal and vertical dimensions. However, the Developer reserves the right, from time to time, as further data becomes available, to amend the plat so as to set forth the measurements, elevations, locations and other data required by the Act, with respect to the buildings and the Units now or hereafter constructed on the Parcel including any additional parcel submitted to the Act pursuant to the provisions which are contained herein below.

In furtherance of the foregoing, a power coupled with an interest in hereby granted to the Developer, or Developer's successor or designee, as attorney-in-fact, to amend the plat, as described above, without notice to any Unit Owner. Each deed, mortgage or other instrument with respect to a Unit, and the acceptance thereof, shall be deemed a grant of such power to each of said attorneys-in-fact, and acknowledgement of and consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to amend the plat, as described above.

**4. USE AND OWNERSHIP OF THE COMMON ELEMENTS:**

A. The use of the Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed by the Act, the Condominium Instruments and the rules and regulations of the Board.

B. Each Unit Owner shall own an undivided interest in the Common Elements, in the percentage set forth in Exhibit B attached hereto and made a part hereof, as a tenant in common with all other Unit Owners. Except for (i) portions of the Common Elements which have been assigned to the Unit Owners by the Board pursuant to the provisions of the Condominium Instruments and (ii) the Limited Common Elements, each Unit Owner, the Unit Owner's agents, permitted Occupants, family members and invitees shall have the right to use the Common Elements for all purposes incident to the use and occupancy of Unit Owner's Unit as a place of residence and such other incidental uses permitted by the Condominium Instruments, which right shall be appurtenant to, and run with, the Unit Owner's Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving only the Unit Owner's Unit and the Limited Common Elements, access to which is available only through the Unit Owner's Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to, and run with the Unit of such Unit Owner. Except as set forth in the preceding sentence, Limited Common Elements may not be transferred between or among Unit Owners.

**5. ENCROACHMENTS AND EASEMENTS:**

A. If any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that after the date this Declaration is recorded, a valid easement for an encroachment shall in no event be created in favor of any owner of a Unit other than the Developer or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

B. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment and electrical conduits, wires and equipment over, under, along and on any part of the Common



Elements, as they exist on the date of the recording hereof, or are established hereafter by the Developer in conjunction with the development of the condominium.

C. All easements and rights described herein are easements appurtenant, running with the Parcel, and shall inure to the benefit and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said Parcel, or any part or portion thereof.

D. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

E. Upon approval by at least sixty-six and two-thirds percent (66-2/3%) of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets, common utilities or other public purposes. Upon approval by more than fifty percent (50%) of the Unit Owners, an easement may be granted for private utility purposes, including community cable systems. Any action pursuant to this subparagraph must be taken at a meeting of Unit Owners duly called for that purpose. This authority shall not, in any way, affect easements otherwise provided herein or established hereafter by the Developer.

6. **PIPES, ETC.:** All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets), and structural components located in or running through a Unit and serving more than one Unit or another Unit or service, or extending into, the Common Elements, or any part thereof, shall be deemed part of the Common Elements but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

7. **SALE OR OTHER ALIENATION:**

A. Any Unit Owner who desires to sell Unit Owner's Unit or any interest therein to any person shall first obtain from the proposed purchaser a bona fide executed offer in writing, setting forth all the terms and conditions of said proposed transaction. The offer shall be expressly subject to the terms of this paragraph 7. If any Unit Owner receives such an offer that the Unit Owner intends to accept, the Unit Owner shall accept such offer subject to the terms of this Paragraph 7 and give written notice to the Association of such offer and acceptance, stating the name and address of such proposed purchaser, the terms of the proposed transaction, and such other

information as the Association may reasonably require, and shall furnish a copy of such executed offer and acceptance to the Association. The giving of such notice shall constitute a warranty and representation by the giver thereof that the giver believes such offer, and all information contained in the notice, to be bona fide, true, and correct in all respects. During the period of thirty (30) days following receipt by the Association of such written notice, the Association shall have the first right and option to purchase such Unit (or to cause the same to be purchased by any designee or assignee, corporate or otherwise, of the Association) on the same terms and conditions as stated in the aforesaid notice received by the Association. If the Association shall give written notice to the Unit Owner within said thirty (30) day period of the exercise of its first right and option, the transaction between the Unit Owner and the Association or its designee shall be consummated on the same terms as set forth in the notice to the Association.

If the Association shall give written notice to the Unit Owner within said thirty (30) day period that it has elected not to exercise such first right and option or if the Association shall fail to give any notice within said thirty (30) day period, then the proposed transaction as described and set forth in the notice to the Association may be consummated within ninety (90) days after the expiration of said thirty (30) day period. If the Unit Owner fails to consummate such transaction within such ninety (90) day period, then such Unit and all rights with respect thereto shall again become subject to the first right and option of the Association as herein provided.

B. Any Unit Owner who wishes to make a gift of the Unit Owner's Unit or any interest therein or who wishes to transfer the Unit Owner's Unit or any interest therein for a consideration other than cash or notes (secured or unsecured) of such transferee or the assumption of an existing indebtedness, to any person or persons who would not be heirs at law of the Unit Owner under the Rules of Descent of the State of Illinois were the Unit Owner to die within sixty (60) days before the contemplated date of such gift or other transfer shall give to the Association notice of the Unit Owner's intent to make such gift or other transfer not less than sixty (60) days before the contemplated date thereof. Said notice shall state the contemplated date of such gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer and such other information as the Association may reasonably require. The Association shall have the first right and option to purchase the Unit or interest therein (or to cause it to be purchased by any designee or assignee, corporate or otherwise, of the Association) for cash at fair market value, which shall be determined by arbitration as hereinafter provided in Paragraph 7(D).

C. In the event that any Unit Owner dies leaving a will devising the Unit Owner's Unit, or any interest therein, to

any person or persons not heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and the will is admitted to probate, the Association shall have the first right and option to purchase the Unit or interest therein (or to cause it to be purchased by any designee or assignee, corporate or otherwise, of the Association) from the estate of the deceased Unit Owner, or from the devisee or devisees named in such will if no power of sale is conferred by the will on the personal representative named therein, for cash at fair market value, which shall be determined by arbitration as hereinafter provided in Paragraph 7(D).

D. Within thirty (30) days after the appointment of a personal representative for the estate of the deceased Unit Owner, or the receipt by the Association of the written notice referred to in Paragraph 7(B), as the case may be, the Association, on the one hand, and the owner to the Unit to be purchased or the devisee or devisees or personal representative, as the case may be, on the other hand, shall each appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the other party to the arbitration. If either party fails to appoint an arbitrator, the arbitrator appointed by the one party shall act as sole arbitrator. If each party has so appointed an arbitrator, then within ten (10) days after the appointment of the last to be appointed of said arbitrators, the two arbitrators so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. If the two arbitrators so appointed fail to agree on a third arbitrator, then such third arbitrator shall be appointed by the American Arbitration Association upon application of either party to the arbitration. Within fifteen (15) days after the appointment of a third arbitrator, the three arbitrators shall determine the fair market value of the Unit or interest therein and shall thereupon give written notice of such determination to the Association and the owner or the devisee or devisees or personal representative, as the case may be. If the three arbitrators fail to agree on a fair market value, then the mean average of the values fixed by these three arbitrators shall be the fair market value. The Association's right to purchase the Unit or interest therein at the price so determined shall expire sixty (60) days after the date of receipt of notice of such fair market value; provided, however, that such first right and option to purchase shall expire seven (7) months after the appointment of a personal representative of a deceased Unit Owner who is not empowered to sell. The Association shall be deemed to have exercised its first right and option if it tenders the required sum of money to the owner or the devisee or devisees or to the personal representative, as the case may be, within the option period.

E. In the event any Unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty

(30) days' written notice to the Association of the person's intention so to do, whereupon the Association shall have the first right and option to purchase such Unit or interest therein at the same price for which it was sold at the sale. If this first right and option is not exercised by the Association within the thirty (30) days after receipt of such notice, the option shall thereupon expire, and the purchaser may thereafter take possession of the Unit. The Association shall be deemed to have exercised its first right and option if it tenders the required sum of money to the purchaser within the thirty (30) day period.

F. In the event any Unit Owner shall default in the payment of any money required to be paid under the provisions of any mortgage or trust deed against the Unit Owner's Unit, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the common expenses.

G. In the event a Unit Owner leases a Unit owned by the Unit Owner, a copy of the executed lease and a copy of any sublease or assignment or lease, as and when executed, shall be furnished by such lessor, sub-lessor, or assignor to the Association, and the lessee, sub-lessees, or assignee thereunder shall be bound by and be subject to all of the obligations of the owner with respect to such Unit as provided in this Declaration, and the lease, sublease, or assignment shall expressly so provide. The person making any such lease, sublease, or assignment shall not be relieved thereby from any of the person's obligations hereunder.

H. The Association shall not exercise any option set forth above without the prior written consent of 66-2/3% of the Unit Owners, which consent must be obtained if at all during the period of thirty (30) days following receipt by the Association of the notice described in Paragraph 7(A) hereof or thirty (30) days following appointment of the personal representative as described in Paragraph 7(D) hereof, as applicable. The Association may bid to purchase at any auction or sale of the Unit or interest therein of any Unit Owner, deceased or living, which sale is held pursuant to any order or direction of a court upon the prior written consent of sixty-six and two-thirds percent (66-2/3%) of the Unit Owners, any order or direction of a court upon the prior written consent of sixty-six and two-thirds percent (66-2/3%) of the Unit Owners, which consent shall set forth a maximum price that the Association is authorized to bid and pay for the Unit or interest therein.

I. When title to any Units is held by a trust, the bequest, assignment, sale, conveyance, or other transfer by a beneficiary of such trust of such beneficiary's beneficial

interest in such trust (other than as security for a bona fide indebtedness) shall be deemed a devise of the Unit owned by the trust.

J. When title to any Unit is held by a corporation or a partnership, or when a corporation or a partnership is beneficiary of a trust in title to a Unit, the transfer or bequest of fifty percent (50%) or more of the issued and outstanding shares of such corporation or fifty percent (50%) or more of the interest in such partnership shall be deemed a devise of the Unit owned by the corporation or partnership or such trust.

K. The terms of this Paragraph 7 and the first right and option herein provided for shall not be applicable to:

1.) The transfer or conveyance, by operation of law or otherwise, of the interest of a co-owner of any Unit, to any other co-owner of the same Unit or the interest of a co-owner of the beneficial interest in a land title holding trust in title to a Unit to any other co-owner of such beneficial interest, when such co-owners hold title to such Unit or such beneficial interest as tenants in common or as joint tenants;

2.) The transfer by sale, gift, devise, or otherwise of any Unit or interest therein or beneficiary interest of a land title holding trust in title to a Unit to or for the sole benefit of any spouse, descendant, ancestor, or sibling (or the spouse of any such person) or the transferor;

3.) The execution of a bona fide trust deed, mortgage, or other security instrument;

4.) The sale, conveyance, or leasing of a Unit by the holder of a mortgage or trust deed who has acquired title to such Unit by deed in lieu of foreclosure or foreclosure of a mortgage or trust deed on the Property, or any Unit, or by any other remedy set forth in the mortgage or trust deed, provided such holder is a bank, savings and loan association, insurance company, or like institutional mortgagee; and

5.) Any sale, conveyance, lease, or transfer of a Unit by the Developer.

6.) Any sale, conveyance, lease, or transfer of a Unit approved in writing by all other Unit Owners of the Unit Grouping in which the Unit is located.

L. Acquisition of Units or interests therein under the provisions of this paragraph shall be made from the Maintenance Fund. If said fund is insufficient, the Association shall levy a special assessment against such Unit Owner other than the owner of the Unit that is to be acquired by the Association in the ratio that the Unit Owner's percentage of ownership in the Common

Elements bears to the total of such percentages applicable to Units subject to the special assessment, which assessment shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Subject to the provisions of the Act and Bylaws, the Association may borrow money to finance the acquisition of the Units or interests therein, which acquisition is authorized by this paragraph; provide, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit or interest therein to be acquired.

M. Units or interests therein acquired pursuant to the terms of this paragraph, and all proceeds of any sale or leasing thereof, shall be held of record in the name of the Association for the use and benefit of the Unit Owners in the same proportions that the Association could levy a special assessment under the terms of Paragraph L above. Subject to the provisions of the Act and Bylaws, these Units or interests therein shall be sold or leased by the Association for the benefit of such Unit Owners at such price and on such terms and the Association shall determine.

N. Upon the written consent of all the members of the Board, any of the rights or options contained in this Paragraph 7 may be released or waived, and the Unit or interest therein that is subject to the right and option of the Association set forth in this paragraph may be sold, conveyed, given, or devised free and clear of the provisions of this paragraph.

O. Upon the written request of any prospective transferor, purchaser, tenant, or mortgagee of a Unit, the Association, by its Secretary, shall issue a written and acknowledged certificate evidencing

1.) That the provisions of this Paragraph 7 have been complied with or duly waived by the Association and that the first right and option of the Association has been terminated, if such is the fact;

2.) That any conveyance, deed, or lease is, by the terms hereof, not subject to the provisions of this Paragraph 7, if such is the fact;

and such a certificate shall be conclusive evidence of the facts contained therein.

P. A Unit Owner may lease or sublease the Unit Owner's Unit (but not less than the Unit Owner's entire Unit, unless such Unit is owned by Declarant) at any time and from time to time provided that (except for a lease or sublease made by (a) a Declarant or (b) a mortgagee that either is in possession or is a purchaser at a judicial sale): (a) no Unit may be leased or subleased for a term of less than seven (7) days; (b) no Unit may

be leased or subleased without a written lease or sublease; (c) a copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; and (d) the rights of any lessee or sub-lessee of the Unit shall be subject to, and each such lessee or sub-lessee shall be bound by, the covenants, conditions, and restrictions set forth in this Declaration, Bylaws, and Board rules and regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sub-lessee of a Unit to pay any monthly Common Expense assessments on behalf of the Owner of that Unit.

**8. ASSOCIATION:**

A. The Developer, prior to the first annual meeting of Unit Owners, or the Association, thereafter, may cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the Property and to act as the Association.

B. Whether or not the Association is incorporated,

a.) Each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of Unit Owner's Unit, at such time the new Unit Owner shall automatically become a member therein;

b.) The provisions of Exhibit C of this Declaration shall be adopted as the Bylaws of such Association;

c.) The name of such Association shall be "Abbey Ridge Condominium Association" or a substantially similar name.

**9. INSURANCE, REPAIR AND RECONSTRUCTION:**

A. The Association shall acquire and pay for out of the Maintenance Fund herein provided for, the following:

1.) Such insurance as the Association is required to obtain under the provisions of the Act and such other insurance as the Association deems advisable in the operation, and for the protection, of the Common Elements and the Units. Any losses under such policies of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Act.

The Association may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. In the event

of any loss resulting from the destruction of the major portion of one or more Units, occurring after the first annual meeting of the Unit Owners is held pursuant to the provisions of the Bylaws, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The fees of such corporate trustee shall be Common Expenses.

Each Unit Owner, other than the Developer, shall notify the Association in writing of any additions, alterations or improvements to Unit Owner's Unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from Unit Owner's failure so to notify the Association. The Association shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements, if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Association to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Association shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the first mortgagee of each Unit and shall provide that such policies shall not be terminated, canceled or substantially modified without at least thirty (30) days' prior written notice to the mortgagee of each Unit.

2.) Comprehensive public liability and property damage insurance in such limits as the Association shall deem desirable, provided that such limits shall not be less than \$1,000,000 per occurrence, for person injury and/or property damage insuring the Association, the members of the Board, the managing agent, if any, and their respective agents and employees, and the Unit Owners from any liability in connection with the property.

3.) Such other forms of insurance as the Association shall elect to effect including such Workmen's Compensation insurance as may be necessary to comply with applicable laws.

4.) In the event the Federal Home Loan Mortgage Corporation ("FHLMC") is a mortgagee or an assignee of a mortgagee with respect to any Unit, a fidelity bond or bonds to protect against dishonest acts on the part of the officers, directors, trustees and employees of the Association and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds shall name the Association as an obligee and shall be in an amount at least equal to 150 percent of the estimated annual Common Expenses including reserves, unless a different amount is required by the FHLMC. Such bond or bond shall contain a waiver of defense based upon the exclusion



of persons who serve without compensation from the definition of "employee".

B. Except as otherwise provided in this Declaration or attached Bylaws, premiums for all insurance obtained or maintained by the Association, and the cost of any appraisal which the Association deems advisable in connection with any insurance, shall be Common Expenses.

C. The Association shall secure insurance policies that will provide for the following:

1.) with respect to the insurance provided for in A b.) of this paragraph, for coverage of cross liability claims or one insured against another; and

2.) a waiver of any rights to subrogation by the insuring company against any named insured.

D. The Association may, but shall not be required to, secure policies providing:

1.) with respect to the insurance provided for in (A) (1) of this paragraph, that the policy cannot be canceled, invalidated or suspended on account of the conduct of any one or more individual Unit Owners;

2.) with respect to the insurance provided for in (A) (1) of this paragraph, that the insurer shall not have the option to restore the Property, if the Property is sold or removed from the provisions of the Act.

E. Each Unit Owner shall be responsible for insurance coverage on the furnishings, window coverings, wall coverings, decorating, appliances, floor coverings, electrical fixtures, cabinetry and other items of personal property belonging to a Unit Owner and the insurance for Unit Owner's personal liability to the extent not covered by insurance maintained by the Association.

F. Upon the cancellation of any policy of insurance which the Association is required to obtain hereunder, the Association shall notify each party insured thereunder of such cancellation.

G. In the event of fire or other disaster, the insurance proceeds, if sufficient to reconstruct the Building, shall be applied to restore the Building to substantially the same condition in which it existed prior to the fire or other disaster, with each Unit and Common Elements to have the same vertical and horizontal boundaries as before the fire or other disaster.

H. If, in the event of fire or other disaster, the insurance proceeds are insufficient to restore the Building as set forth in the preceding sub-paragraph, then:

1.) The Board shall call a meeting of Unit Owners to be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustments of the insurance claims or (ii) the expiration of ninety (90) days after the fire or other disaster which caused the damage.

2.) At such meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the part thereof which must be raised by way of special assessments.

3.) The Building shall be restored and the proposed special assessment shall be levied only upon the vote of seventy-five percent (75%) of the Unit Owners.

4.) If the Unit Owners do not vote to restore the Building at the meeting provided for in 1.) above, then the Board may, at its discretion, call another meeting or meetings of Unit Owners to reconsider the question. If the Unit Owners do not vote to restore the Building within one hundred eighty (180) days after the fire or other disaster, then the Board may (but shall not be required to) Record a Notice as permitted under the Act.

5.) If the Unit Owners do not vote to restore the Building under the provisions of the immediately preceding subparagraph and the Board does not Record a notice as permitted under the Act, then the Unit Owners may, with the consent of all First Mortgagees, withdraw any portion of the Building so affected by such fire or other disaster from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit shall be reallocated among the remaining Units on the basis of the relative percentage interest of the remaining Units. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution of the market value of the Unit, as determined by the Board. The allocation of any insurance, or other proceeds to any withdrawing or remaining Unit Owners shall be on an equitable basis which need not be a Unit's percentage of interest in the Common Elements. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

10. **SEPARATE REAL ESTATE TAXES:** It is understood that real estate taxes are to be separately taxed to each Unit Owner for the Unit Owner's Unit and its corresponding percentage of ownership of the Common Elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then the Association shall collect from each Unit Owner the Unit Owner's proportionate share thereof in accordance with the Unit Owner's respective percentage of ownership of the Common Elements, and such taxes, levied on the Property as a whole, shall be considered a Common Expense.

11. **USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS:** The Units and Common Elements shall be occupied and used as follows:

A. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. That part of the Common Elements separating any two or more adjoining Units together may be altered to afford ingress and egress to and from such adjoining units in accordance with the rules and regulations of the Association and upon such conditions as shall reasonably be determined by the Association, provided that a Unit Owner intending to so alter the Common Elements as aforesaid, shall notify the Association at least twenty-one (21) days prior to the commencement of any such alteration.

B. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No "For Sale," "For Rent" or comparable signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Association. The right is reserved by the Developer or their agent or agents, to place "For Sale," "For Rent" or comparable signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Until all the Units are sold and conveyed, the Developer shall be entitled to access, ingress and egress, to the Property as they shall deem necessary in connection with the sale of, or work in any Unit. The Developer shall have the right to use any unsold Unit or Units as a model apartment or for sales or display purposes, and to relocate the same from time to time, and to maintain on the Property, until the sale of the last Unit, all models, sales offices and advertising signs or banners, if any, and lighting in connection therewith.

C. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Association except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep the Unit Owner's own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair and in compliance with all applicable laws, rules, regulations and ordinances. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

D. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, applicable for residential use, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in the Unit Owner's Unit or in the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law. No waste shall be committed in the Common Elements.

E. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna (except as installed as of the date this Declaration is recorded or except as thereafter installed by Developer or the Association) shall be affixed to or placed upon the exterior walls or roof or any part thereof or on the Common Elements, without the prior written consent of the Association. No air conditioning unit of whatever type other than those installed as of the date this Declaration is recorded or those thereafter installed by the Developer or the Association may be installed without the prior written permission of the Association.

F. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, provided however that household pets (e.g., dogs or cats) may be kept in Units, subject to rules and regulations adopted by the Association, which rule or regulation may exclude any kind of pet by type or category, provided that permitted household pets are not kept, bred or maintained for any commercial purposes; and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Association.

G. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

H. Except as constructed or altered by one or with the permission of the Developer or the Association, nothing shall be done in any Unit or in, on or to the Common Elements which would impair the structural integrity, safety or soundness of the Building or which would structurally change the Building.

I. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

J. Each Unit Owner and the Association hereby waive and release any and all claims which the Unit Owner or the Association may have against any other Unit Owner, the Association, members of the Board, Developer and their respective employees and agents, for damage to the Common Elements, the Units, or any other personal property located in the Units or Common Elements, caused by fire or other casualty or any act or omission referred to in paragraph 11(K), to the extent that such damages are covered by fire or other forms of hazard insurance.

K. If the act or omission of a Unit Owner, or of a member of the Unit Owner's family, a household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, to the extent such payment is not waived or released under the provisions of paragraph 11(J).

L. Any release or waiver referred to in paragraph 11(J) and 11(K) hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

M. All rubbish, trash, garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Such trash removal service shall be provided by the City of Quincy, or at its option, by the Association, in which event such trash removal shall be a Common Expense. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, wood piles or storage piles shall be kept clean and concealed from view of other Units, streets and common areas.

N. No out buildings, sheds, fences, walls, cement pads, obstructions, outside or exterior wiring, patio cover, tent, awning, carport, carport cover, improvements or structures of any kind shall be commenced, installed, erected, painted, repainted or maintained upon the property, by any Unit Owner,

nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Association.

O. No benches, chairs or other personal property shall be left on, nor shall any placing or parking of baby carriages, playpens, bicycles, swing sets, sand boxes, jungle gyms, wagons, toys or vehicles be permitted on any part of the Common Elements without the prior consent of, and subject to any regulations of the Association.

P. No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements; provided, however, that in the event the costs thereof are to be charged as Common Expenses, the Board shall not approve such alterations, improvements or additions requiring expenditure in excess of \$5,000.00 without the approval of the Unit Owners owning not less than 66-2/3% of the aggregate in interest of the undivided ownership of the Common Elements. Any Unit Owner may make alterations, additions or improvements within the Unit Owner's Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements.

Q. Each Unit Owner shall furnish and be responsible for, at the Unit Owner's expense, all of the decorating within the Unit Owner's own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The Unit Owner of each Unit shall be entitled to the exclusive use of all perimeter walls, floors and ceilings, and such Unit Owner shall maintain such surfaces in good condition at the Unit Owner's sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. Each Unit Owner shall have the right to decorate such surfaces from time to time in such manner as the Unit Owner may see fit and at the Unit Owner's sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements and any re-decorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as a part of the common expenses.

R. Reasonable regulations concerning use of the Property may be made and amended from time to time by the

Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments, if any, shall be furnished by the Association to all Unit Owners and Occupants of the Units upon request.

S. This paragraph 11 shall not be construed to prevent or prohibit a Unit Owner from maintaining the Unit Owner's personal professional library, keeping the Unit Owner's personal business or professional records or accounts, handling the Unit Owner's personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in this Unit.

12. **VIOLATION OF DECLARATION:** The violation of any rule or regulation adopted by the Association or the breach of any covenant or provision herein or in the Bylaws contained, shall, in addition to any other rights provided for in this Declaration or the Bylaws, give the Association the right:

A. To enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and neither the Association nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or,

C. To take possession of such Unit or Owners interest in the Property and to maintain an action for possession of such Unit in a manner provided for by law.

D. To determine the rights of the Unit Owner to continue to occupy, use or control the Unit owned by the Unit Owner and to maintain an action to sell such Unit by judicial sale. In such event, the proceeds of such judicial sale shall first be paid to discharge any existing first mortgage and then to pay all court costs, reasonable attorney fees and other expenses of the proceeding and sale, all of which shall be taxed against the defaulting Unit Owner in said decree.

Provided, however, that except in the case of emergency where damage to property or a person is threatened, the Association shall not take any such action unless it has (a) first given the Unit Owner alleged to have violated any restriction, condition or regulation adopted by the Association or to be in breach of any covenant or provision hereof or in the Bylaws contained, a hearing on such allegations pursuant to rules and regulations adopted by the Association, (b) the Association shall determine such allegations to be true and (c) the Unit

Owner shall not have desisted from such violation of breach or shall not have taken such steps as shall be necessary to correct such violation or reach within such reasonable period of time as determined by the Association and indicated to the Unit Owner. Any and all cost and expenses incurred by the Association in the exercise of its authority as granted in this paragraph 12, or in enforcing a Unit Owner's breach of the Bylaws or the rules and regulations of the Association including but not limited to court costs, reasonable attorney fees as determined by a court of competent jurisdiction, and the cost of labor and materials shall be paid by the Unit Owner in violation and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses. Any such liens shall be junior and subordinate to the lien of the First Mortgagee with respect to such Unit.

Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any liens shall be paid to the Unit Owner.

**13. OTHER BUILDINGS:**

A. Developer reserves the right, from time to time, within seven (7) years of the date of the recording of this Declaration, to add, construct or complete, and thereafter to retain, sell, transfer or release additional Units. The maximum number of Unit Groupings will be five (5) and the maximum number of Units in each Unit Grouping will be six (6) Units. An amended Declaration shall be made as to each added Unit Grouping or Unit. Each amended Declaration shall delineate the additional Units.

B. Any additional Buildings and Units which are made a part of the Property pursuant to this Paragraph shall be compatible with and substantially the same in style, floor plan, size and construction as the Units currently located on the Property.

C. The percentage of undivided ownership interest in the Common Elements as amended by each Amended Declaration, and as set forth in the amended Exhibit B. shall be determined and adjusted in the following manner, if necessary .

The Common Elements as amended by such Amended Declaration shall be deemed to consist of:

1.) the Common Elements as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Common Elements"); and,

2.) the Common Elements added by such Amended Declaration (hereinafter referred to as the "Added Common Elements").



The Units as amended by such Amended Declaration shall be deemed to consist of:

3.) the Units as existing immediately prior to the recording of such Amended Declaration (hereinafter referred to as the "Existing Units"); and,

4.) the Units added or to be added by such Amended Declaration (hereinafter referred to as the "Added Units").

The value of each of the Added Units shall be added to the aggregate value of the Existing Units and the total thereof shall be deemed to be the new value of the Property as a whole. "Value" as used in this paragraph shall be determined by Developer as of the date of the recording of the Amended Declaration. Such determination by Developer shall be conclusive and binding upon all Unit Owners, mortgagees and other parties who then or in the future have any interest in the Property.

D. The percentage of undivided ownership interest, as amended, and adjusted by such Amended Declaration, in the entire Common Elements, consisting of the Existing Common Elements plus the Added Common Elements, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, shall be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole, determined as aforesaid.

The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit B attached to such Amended Declaration, in the Added Common Elements as well as in the Existing Common Elements.

The Added Units shall be entitled to their respective percentage of ownership, as set forth in such amended Exhibit B not only in the Added Common Elements but also in the Existing Common Elements.

Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by each such successive Amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as well as all Existing Units, and to all the Common Elements, including all such Added Common Elements as well as Existing Common Elements.

The recording of an Amended Declaration shall not alter or affect the amount of any liens for Common Elements due from any Existing Unit Owners prior to such recording, nor the respective amounts thereto assessed to or due from Existing Unit Owners for Common Expenses or other assessments.

E. The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in Existing Common Elements, shall automatically be deemed to be adjusted and amended when an Amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Elements for such Existing Unit as set forth in the amended Exhibit B attached to such Amended Declaration, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Elements.

F. Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by the acceptance of any deed or mortgage or other interest or with respect to any of such Units, shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration with respect to the recording of any and all Amended Declarations as aforesaid which may amend, adjust and reallocate from time to time their respective percentages of undivided ownership interest in the Common Elements including the Existing Common Elements and Added Common Elements, from time to time as hereinabove provided; and hereby further agree to each and all of the provisions of each and all of said Amended Declarations which may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

G. Each and all of the Unit Owners, of all Existing Units and of all Added Units hereafter, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other instrument in or with respect to any of such Units, further acknowledges, consents and agrees, as to each such Amended Declaration that is recorded, as follows:

1.) The portion of the additional land described in each such Amended Declaration shall be governed in all respects by the provisions of this Declaration.

2.) The percentage of ownership in the Common Elements appurtenant to each Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded Amended Declaration and upon the recording of each such Amended Declaration, the amount by which such percentage appurtenant to a Unit is reduced, as set forth in each such recorded Amended Declaration, shall thereby be and be deemed to be released and divested from such Unit Owner and reconveyed and reallocated among the other Unit Owners as set forth in such recorded Amended Declaration.

3.) Each deed, mortgage or other instrument affecting a Unit shall be deemed given subject to the conditional limitation that the percentage of ownership in the Common

Elements appurtenant to each Unit shall, upon the recording of each Amended Declaration, be divested pro tanto to the reduced percentage set forth in such Amended Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Units in accordance with the terms and percentages of each such recorded Amended Declaration.

4.) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Unit to so amend and reallocate the percentage of ownership in the Common Elements appurtenant to each Unit.

5.) The percentage of ownership in the Common Elements appurtenant to each Unit shall include and be deemed to include any additional Common Elements annexed hereto by a recorded Amended Declaration and each deed, mortgage or other instrument affecting a Unit shall be deemed to include such additional Common Elements and the ownership of any such Unit and the lien of any such mortgage shall automatically include and attach to such additional Common Elements as such Amended Declarations are recorded.

6.) Each Unit Owner shall have a perpetual easement, appurtenant to the Unit Owner's Unit, for the use of any additional Common Elements annexed thereto by and described in any recorded Amended Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners of specific Units which may be provided by any such Amended Declaration, or this Declaration and except as to any portion which may be designated as Limited Common Elements.

7.) Each Unit Owner by acceptance of the deed conveying the Unit Owner's Unit agrees for the Unit Owner and all those claiming under the Unit Owner including mortgagees that this Declaration and each Amended Declaration is and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any change in the respective percentage of ownership in the Common Elements as set forth in each such Amended Declaration shall be deemed to be made by agreement of all Unit Owners.

8.) The Developer reserves the right to amend this Declaration in such manner and each Unit Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph to Comply with the Act as it may be amended from time to time.

9.) The foregoing provisions of this Declaration and in deeds and mortgages of the Units and Common Elements contain and will contain clauses designed to accomplish a shifting of the Common Elements. None of said provisions shall invalidate the other, but each shall be deemed supplementary to

the other toward the end that a valid shifting of the Common Elements shall be accomplished.

14. **EXTERIOR AND INTERIOR MAINTENANCE:**

A. **GENERAL:** The Association shall maintain the Common Elements and all improvements thereto and thereon, including without limitation the exterior of the buildings (e.g., roofs, exterior walls, soffits) private roadways, access easements and landscaping thereof. The costs of such maintenance shall be paid by the Association as common expenses. Each Unit Owner shall furnish and be responsible for, at the Unit Owner's own expense:

1.) All of the maintenance, repairs and replacements within the Unit Owner's own Unit, all doors and outside windows and frames appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs, and replacements as may be required for the bringing of water, gas and electricity to the Units, shall be furnished as part of the Common Elements.

2.) All of the decorating within the Unit Owner's own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors, and ceiling of the Unit Owner's Unit, and such Unit Owner shall maintain such portions in good condition as the Unit Owner's sole expense as may be required from time to time.

3.) All of the maintenance, repair, and replacements of the Limited Common Elements benefiting the Unit Owner's Unit (for example, the heating and air conditioning system and the interior plumbing), in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. In addition, the Unit Owner shall be responsible for all maintenance of any exterior wooden deck of a Unit.

B. **ASSOCIATION'S RIGHT TO REPAIR, MAINTAIN AND RESTORE:** In the event any Owner shall fail to perform the Unit Owner's maintenance or repair obligations in a manner satisfactory to the Board of Directors of the Association, the Association may, if said failure continues for a thirty (30) day period after written notice to said Owners by the Board, enter upon said Unit at any time after expiration of said thirty (30)

day time period in order to perform any or all of such maintenance or repair. The cost of such maintenance or repair shall be the personal obligation of the Owner(s) of the Unit on which such work is performed, and shall be subject to all of the terms and provisions applicable to assessments as provided herein, including without limitation interest, late charges, costs, expenses, attorneys' fees, and lien rights.

**C. MAINTENANCE OF LANDSCAPING:** The Association shall be responsible for the maintenance of all landscaping on the common Elements, and on those portions of Units not enclosed by a fence or other structure. The "maintenance of all landscaping" as used herein, shall include without limitation having the grass, weeds, trees and vegetation cut, trimmed, sprayed, fertilized, mowed or replaced when necessary.

**D. ACCESS EASEMENT:** Each Unit shall be subject to an easement in favor of the Association (including its agents, employees and contractors) for the Association's performance of maintenance as provided in this Article during reasonable hours after reasonable notice to the owners or occupants of any affected Unit, except that in emergency situations entry upon a Unit may be made at any time, provided that the Owners or occupants of affected Units shall be warned of impending emergency entry as early as is reasonably possible. The interior of any residence located on a Unit shall not be subject to such easements as provided for in this Section.

**E. OWNER'S NEGLIGENCE:** Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or reconstruction of the Common Elements, a Unit, or any Improvements located thereon, is caused by the willful or gross negligent act or omission of any Owner, or by the willful or gross act or omission of any member of such Owners' family or by a guest or invitee of such Owner, the personal obligation of such Owner, and any costs, expenses and fees incurred by the Association for such maintenance, repair or reconstruction shall be added to and become part of the assessment to which such Owner's Unit is subject and shall be subject to all of the terms and provisions of this Declaration. A determination of the gross negligence or willful act or omission of any Owner, or any member of an Owner's family or a guest or invitee of any Owner, and the amount of the Owner's liability therefore, shall be determined by the Association at a hearing after notice to the Owner, provided that any such determination which assigns liability to any Owner pursuant to the terms of this Section may be appealed by said Owner to a court of law.

**F. OBLIGATIONS TO CITY OF QUINCY:** The Association shall be responsible for the repair and maintenance of: storm sewer inlets, piping and appurtenances; storm water retention areas; driveways, access roads, parking areas and lawn areas; street lights; water and sanitary service to units; and the

control of storm water, located at or in the real estate. The Association specifically assumes and shall be responsible for compliance with a certain agreement regarding Abbey Ridge Condominium entered into by the Developer with the City of Quincy dated the 15th day of December, 1995.

15. **VEHICULAR PARKING, STORAGE AND REPAIRS:**

A. Any house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (larger than 3/4 ton), self-contained motorized recreational vehicle, or other type of recreational vehicle or equipment, may be parked or stored on the properties only if such parking or storage is within the garage area of any Unit or within any area which may, from time to time, be designated by the Association for the parking or storage of such vehicles, except that any such vehicle may be otherwise parked as a temporary expedience for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles within the Properties which are necessary for constructing or for the maintenance of the Common Elements, or any improvements located thereon.

B. Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked on the Properties, except in a garage. An abandoned motorcycle, boat, trailer, camper, housetrailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of two (2) weeks or longer, or which does not have an operable propulsion system installed therein; provided, however, that otherwise permitted vehicles parked by Owners while on vacation or during a period of illness shall not constitute abandoned or inoperable vehicles.

C. In the event the Association shall determine that a vehicle is parked or stored on the Properties in violation of subsections (A) or (B) of this Section, then a written notice describing said vehicle shall be personally delivered to the Owner thereof (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained), and if the vehicle is not removed within a reasonable time thereafter as determined by the Association in its discretion from time to time, the Association shall have the right to remove the vehicle at the sole expense of the Owner thereof.

D. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicles, trailers or boats, may be performed or conducted on the Properties, unless it is done within completely enclosed structures which screen the sight and sound of the activity from the street and from adjoining property. The foregoing restriction shall not be deemed to

prevent washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

16. **LEASES:** The term "lease" as used herein, shall include any agreement for the leasing or rental of a Unit, or any portion thereof, and shall specifically include, without limitation, month-to-month rentals and subleases. Any owner shall have the right to lease the Unit Owner's Unit, or any portion thereof, under the following conditions:

A. All leases shall be in writing and a copy of the lease delivered to the Board of Directors of the Association or the Association's managing agent, if any, prior to occupancy of the Unit by the tenant under such lease; and,

B. All leases shall provide that the term of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the provisions of this Declaration, and the Articles of Incorporation, Bylaws and rules and regulations of the Association and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; and,

C. No lease shall be for less than thirty (30) days.

17. **ARBITRATION:** Any controversy between Unit Owners or any claim by a Unit Owner against the Association or another Unit Owner arising out of or relating to the Declaration, Bylaws, or rules and regulations of the Association shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitration may be entered in any court having jurisdiction thereof.

18. **CONDEMNATION:** In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the 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. In the event that part or all of one or more Units is taken or condemned, the portions so taken or condemned shall be deemed to have been removed from the provisions of the Act and the percentage of ownership interest in the Common Elements allocated to such Unit or portion thereof (as determined by the Board on the basis of diminution in market value of the Unit) shall be reallocated among the remaining Units on the basis of the relative percentage of ownership interests in the Common Elements of the remaining Units. In such cases, this Declaration and the Plat shall be amended accordingly, pursuant to the provisions of the Act. The allocation of any condemnation award, or other proceeds to any withdrawing or remaining Unit Owner

shall be on an equitable basis, which need not be a Unit's percentage of interest in the Common Element. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage of interest in the Common Elements. Any such proceeds available from the withdrawal of Limited Common Elements shall be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof so withdrawn shall cease or shall be equitably reduced.

19. **VIOLATIONS OF CERTAIN RULES:** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) the rule restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death or the survivor of the now living lawful descendants of William Clinton, the now incumbent President of the United States, and Albert Gore, the now incumbent Vice-President of the United States.

20. **SEVERABILITY:** The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restrictions or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

21. **CONSTRUCTION:** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development.

22. **CHANGES OR MODIFICATIONS BY THE DEVELOPER:** Until the first annual meeting of Unit Owners is called or one (1) year after the date of this Declaration, whichever is later, the Developer, or successors or assigns, shall have the right to change or modify the Condominium Instruments, provided that such right shall only be exercised (i) to bring the Declaration into compliance with the Act (ii) to correct clerical, typographical or other errors in the Declaration, or (iii) to conform the Condominium Instruments to the requirements of FHLMA or the Federal National Mortgage Association with respect to condominium projects. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make any change or modification as authorized hereunder on behalf of each Unit Owner as attorney-in-fact for such Unit Owner. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof shall be



deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Developer as aforesaid.

23. **RIGHTS OF MORTGAGEES AND OTHERS TO NOTICE:** A holder, insurer or guarantor of a first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

A. Any proposed amendment of the Condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or the Common Elements are restrictions;

B. Any proposed termination of Abbey Ridge Condominiums as a condominium project;

C. Any condemnation loss or any casualty loss which affects a portion of the Common Elements, which loss exceeds Ten Thousand Dollars (\$10,000.00) or which affects any Unit, which loss exceeds One Thousand Dollars (\$1,000.00) on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

F. Any proposed action that requires the consent of a specified percentage of First Mortgagee.

**EXHIBIT A**

**TO DECLARATION OF CONDOMINIUM  
ABBAY RIDGE CONDOMINIUMS**

**LEGAL DESCRIPTION**

A part of the Northwest Quarter of Section Thirty-two (32), in Township One (1) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows, to-wit:

Beginning at the Northwest corner of Nottingham Third Addition, a subdivision of a part of the Northwest Quarter of said Section Thirty-two (32), recorded in Book 14 of Plats, at page 1136, in the Office of the Adams County Recorder of Deeds, said point being a point on the South line of the North Seven Hundred Twenty-three (723) feet of the Southeast Quarter of said Northwest Quarter a record North 00 degrees 02 minutes 05 seconds East Six Hundred Eleven and Eight Hundredths (611.08) feet and South 89 degrees 50 minutes 56 seconds West Nine Hundred Sixty-four and Twenty-five Hundredths (964.25) feet from the center of said Section Thirty-two (32), thence from said point of beginning South 13 degrees 43 minutes 22 seconds East along the West line of said Nottingham Third Addition, a distance of One Hundred Seventy-four and Eighty-eight Hundredths (174.88) feet, thence along said West line following a circular arc to the left having a central angle of 90 degrees, a radius of twenty (20) feet, and a chord of Twenty-eight and Twenty-eight Hundredths (28.28) feet, a distance along said arc of Thirty-one and Forty-two Hundredths (31.42) feet, thence South 00 degrees 09 minutes 04 seconds East along said West line and the boundary of Nottingham First Addition a distance of Two Hundred Sixty-five (265.00) feet to the Northeast corner of Block Three (3) of said Nottingham First Addition, a subdivision of a part of said Northwest Quarter recorded in Book 14 of Plats, at page 808, in said Recorder's Office, thence South 89 degrees 50 minutes 56 seconds West along the North line of said Block Three (3) a distance of Three Hundred and Twenty-nine Hundredths (300.29) feet to a point on the East right of way line of 39th Street, thence North 00 degrees 14 minutes 42 seconds West along said East right of way line a distance of Five Hundred Fifty-nine (559.00) feet to a point on the aforesaid South line of the North Seven Hundred Twenty-three (723) feet of the Southeast Quarter of said Northwest Quarter, thence North 89 degrees 50 minutes 56 seconds East along said South line a distance of Two Hundred Eighty (280.00) feet to the point of beginning, containing 3.14

acres, as set forth on the Plat of Survey prepared by Klingner & Associates, P.C., and recorded in Book 15 of Plats, at page 519, in the Office of the Recorder of Deeds in and for Adams County, Illinois, to which reference is made for greater certainty.

**EXHIBIT B**  
**TO DECLARATION OF CONDOMINIUM**  
**ABBAY RIDGE CONDOMINIUMS**

Unit	Percentage of Ownership Interest in Common Elements
3902	4.11%
3904	3.42%
3906	2.47%
3908	2.47%
3910	3.42%
3912	4.11%
3922	4.11%
3924	3.42%
3926	2.47%
3928	2.47%
3930	3.42%
3932	4.11%
3942	4.11%
3944	3.42%
3946	2.47%
3948	2.47%
3950	3.42%
3952	4.11%
3962	4.11%
3964	3.42%
3966	2.47%
3968	2.47%
3970	3.42%
3972	4.11%
3982	4.11%
3984	3.42%
3986	2.47%
3988	2.47%
3990	3.42%
3992	4.11%

EXHIBIT B assumes completion of all proposed  
Units and Unit Groupings.

**EXHIBIT C**  
**BYLAWS OF**  
**ABBEY RIDGE CONDOMINIUMS ASSOCIATION**

ARTICLE I	GENERAL PROVISIONS
ARTICLE II	MEMBERS
Section 1	Classes of Members, Membership, and Termination
Section 2	Votes and Voting Rights
Section 3	Transfer of Membership
ARTICLE III	MEETING OF MEMBERS
Section 1	Annual Meeting
Section 2	Special Meeting
Section 3	Place and Time of Meeting
Section 4	Notice of Meetings
Section 5	Quorum
Section 6	Proxies
Section 7	Manner of Acting
ARTICLE IV	BOARD
Section 1	In General
Section 2	Number, Tenure and Qualifications
Section 3	Election
Section 4	Regular Meetings
Section 5	Special Meetings
Section 6	Notice
Section 7	Quorum
Section 8	Manner of Acting

- Section 9 Vacancies
- Section 10 Removal
- Section 11 Adoption of Rules and Regulations
- Section 12 Open Meetings

ARTICLE V OFFICERS

- Section 1 Officers
- Section 2 Election and Term of Office
- Section 3 Removal
- Section 4 Vacancies
- Section 5 President
- Section 6 Vice-President
- Section 7 Treasurer
- Section 8 Secretary

ARTICLE VI POWERS AND DUTIES OF THE ASSOCIATION AND BOARD

- Section 1 General Duties, Powers, etc. of the Board
- Section 2 Specific Powers and Duties
- Section 3 Authorized Expenditures
- Section 4 Annual Budget
- Section 5 Annual Accounting
- Section 6 Reserves
- Section 7 Special Assessments
- Section 8 Books of Account, Default, Statement of Account
- Section 9 Priority of Liens
- Section 10 Other Powers and Duties

ARTICLE VII	CONTRACTS, CHECKS, DEPOSITS AND FUNDS
Section 2	Contracts
Section 2	Checks, Drafts, Etc.
Section 3	Deposits
Section 4	Gifts
ARTICLE VIII	BOOKS AND RECORDS
Section 1	Maintaining Books and Records
Section 2	Availability for Examination
ARTICLE IX	FISCAL YEAR
ARTICLE X	SEAL
ARTICLE XI	WAIVER OF NOTICE
ARTICLE XII	AMENDMENT TO BYLAWS
ARTICLE XIII	INDEMNIFICATION
ARTICLE XIV	CONSTRUCTION

BYLAWS  
OF  
ABBNEY RIDGE CONDOMINIUMS

ARTICLE I  
General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Act, as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or the Condominium Instruments.

ARTICLE II  
Members

**Section 1. Classes of Members, Membership, and Termination Thereof.** The Association shall have one class of members. The designation of such class and the qualifications of the members of such class shall be as follows:

Each Unit Owner shall be a member of the Association, which membership shall terminate upon the sale or other disposition of such member's Unit, at which time the new Unit Owner shall automatically become a member of the Association. Such termination shall not relieve or release any such former Unit Owner from any liability or obligation incurred under or in any way connected with the condominium or the Association. Furthermore, such termination shall not impair any rights or remedies which the Board or others may have against such former Unit Owner arising from, or in any way connected with, such ownership and membership and the covenants and obligations incident thereto. No certificates of stock or other certificates evidencing membership shall be issued by the Association.

**Section 2. Votes and Voting Rights.**

(a). Until the date of the first annual meeting of the members, as provided in Article III, Section 1 hereof, no member of the Association shall have the right to elect the Board of Managers. All such members of the Board of Managers shall be appointed and shall hold office as provided in Article VI, Section 2 of these Bylaws unless otherwise required by the Act.



(b). Commencing with the date of the said first annual meeting of the members, the total number of votes of all members shall be 100. Each member shall be entitled to the number of votes equal to his percentage ownership interest in the Common Elements (as defined in the Declaration) times 100 at the time any matter is submitted to a vote of the members.

(c). If a Unit is owned by more than one person, the voting rights with respect to such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. If only one of such persons constituting such Unit Owner is present, he shall be entitled to cast the votes allocated to such Unit. If more than one of such persons constituting such Unit Owner are present, the votes allocated to such Unit may be cast only in accordance with the agreement of a majority in interest of such persons. Agreement by a majority in interest of such persons shall be deemed to exist if any of such persons cast the votes allocated to such Unit without protest being made promptly to the person presiding over the meeting by any such persons constituting such Unit Owner.

(d). Any specified percentage of the members, whether majority or otherwise, for purposes of voting or for any other purpose, wherever provided in these Bylaws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration, provided, however, that when 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes as provided herein, any percentage vote of the members specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

**Section 3. Transfer of Membership.** Membership in this Association is not transferable or assignable, except as provided in Article II, Section 1 hereof.

### **ARTICLE III Meeting of Members**

**Section 1. Annual Meeting.** The first annual meeting of the members shall be held on such date as is fixed by the Developer, which date shall in no event be later than the earlier of (a) three (3) years from the date the Declaration is recorded in the Office of the Recorder of Adams County, Illinois, (b) sixty (60) days from the date when 75% of the Units have been conveyed by the Developer, or (c) such earlier time as selected by the Developer. Thereafter, an annual meeting of the members for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on

such date as is selected by the Board which date is within thirty (30) days before or after the anniversary of the first annual meeting of the member. If the election of Members of the Board shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

**Section 2. Special Meetings.** Special meetings of the members may be called by the Board, the President, or not less than 20% of the members. All matters to be considered at special meetings of the members called by not less than 20% of the members shall first be submitted in writing to the Board not less than ten (10) days prior to the date of the special meeting of the members called to consider such matters.

**Section 3. Place and Time of Meeting.** All meetings of the members shall take place at 8:00 P.M., in some section of the Property designated by the person or persons calling the meeting, or at such other reasonable place or time designated by the Board or the person or persons calling the meeting.

**Section 4. Notice of Meetings.** Written or printed notice stating the purpose, place, day and hour of any meeting of members shall be mailed or delivered to each member entitled to vote at such meeting, not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, except that notice of the first annual meeting of the members shall be given to the members at least twenty-one (21) days prior thereto. The notice of a meeting shall be deemed mailed when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with proper postage thereon prepaid.

**Section 5. Quorum.** The members present at a meeting in person or by proxy, holding 20% of the votes which may be cast at any meeting, shall constitute a quorum at such meeting. If a quorum is not present at the commencement of any meeting of members, the meeting shall be adjourned and may only be called again in accordance with the provisions of these Bylaws.

**Section 6. Proxies.** At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution. Every proxy must bear the date of its execution.

**Section 7. Manner of Acting.** Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the members at which a quorum is present shall be upon the affirmative vote of more than 50% of the members represented at such meeting. The following

matters shall require the affirmative vote of 66-2/3% or more of all the Unit Owners at a meeting duly called for that purpose:

- a) Merger or consolidation of the Association;
- b) Sale, lease, exchange, or other disposition of all, or substantially all, of the property and assets of the Association; or
- c) The purchase and sale of land or Units on behalf of the Unit Owners. (This does not restrict the right of an individual unit owner to sell his or her own Unit.)

#### **ARTICLE IV Board**

**Section 1. In General.** The affairs of the Association shall be managed by its Board of managers, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

**Section 2. Number, Tenure and Qualifications.** The number of members of the Board shall be three (3). Until the date of the first annual meeting of the members as hereinabove provided, the members of the Board shall be the directors named in the Articles of Incorporation of the Association, if the Association is incorporated; otherwise, the members of the Board shall be as appointed by the Developer. Such members of the Board shall hold office until the first annual meeting of the members. Commencing with the date of the first annual meeting of the members, the members of the Board shall each be elected at large solely by, from and among the members. Each member of the Board shall serve for a term of one (1) year and until his successor shall have been elected and qualified. The Board elected at such first annual meeting shall be the initial Board of managers, as provided in the Act. Each member of the Board shall hold office without compensation. Only a member of the Association may be a member of the Board. In the event that a member of the Association is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a member of the Board. Notwithstanding the above, only one person from each Unit may be a member of the Board. A member of the Board may succeed himself in office.

**Section 3. Election.** At each annual meeting of the members, the members shall be entitled to vote on a cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

**Section 4. Regular Meetings.** A regular meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of members. The Board shall, by regulations which the Board may, from time to time adopt, provide the time and place for the holding of additional regular meetings of the Board, provided that the Board shall meet at least four (4) times per year.

**Section 5. Special Meetings.** Special meetings of the Board may be called by or at the request of the President of any two (2) members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

**Section 6. Notice.** Written notice of any special meeting of the Board shall be mailed or delivered to all members of the Association and all members of the Board not calling the meeting at least forty-eight (48) hours prior to date of such special meeting. Written notice of regular meetings of the Board shall be mailed or delivered to all members of the Association at least forty-eight (48) hours prior to the date of such meeting. All such notices shall be deemed to be mailed when deposited in the United States mail addressed to each member at his address as it appears on the records of the Association, with proper postage thereon prepaid. The business to be transacted at, or the purpose of any regular or special meeting of the Board need not be served on members of the Board. However, copies of said notices of meetings of the Board shall be posted in entranceways or other conspicuous places in the condominium designated by the Board at least forty-eight (48) hours prior to the meeting.

**Section 7. Quorum.** A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board. If less than a majority of the members of the Board are present at the commencement of said meeting, the meeting shall be adjourned and may only be called again in accordance with the provisions of these Bylaws.

**Section 8. Manner of Acting.** The act of a majority of the members of the Board present at the meeting at which a quorum is present at the commencement of the meeting shall be the act of the Board, except where otherwise provided by law or in the Condominium Instruments.

**Section 9. Vacancies.** Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board shall be filled by the two-thirds (2/3) vote of the remaining members of the Board. A member elected by the Board to fill a vacancy shall serve until the next meeting of the members; provided that if a petition is filed with the Board signed by members holding twenty percent (20%) of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member so elected by the Board shall

terminate thirty (30) days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than thirty (30) days following the filing of such petition. Members of the Board, including those appointed by the Developer, may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the members of the Board.

**Section 10. Removal.** From and after the date of the first annual meeting of the members, any member of the Board may be removed from office by the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of all the members of the Association at a special meeting called for such purposes.

**Section 11. Adoption of Rules and Regulations.** All rules and regulations, or amendments thereto, shall be adopted by the Board after a meeting of the members 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, which rules and regulations conform to the requirements of the Act and the Declaration and these Bylaws. No rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution. Such rules and regulations shall be effective sixty (60) days after their adoption, provided that the members may veto the rule or regulation at a special meeting of the members called for such purpose, and held before the effective date of the rule or regulation, by a vote of seventy-five percent (75%) of all the members of the Association.

**Section 12. Open Meetings.** All meetings of the Board, whether regular or special, shall be open to the members of the Association, except for meetings:

(a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee; or

(c) to discuss violations of rules and regulations of the Association or a Member's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any member. Any member may record the proceedings at meetings required to be open by the Act or these

Bylaws by tape, film, or other means, subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings.

#### ARTICLE V Officers

**Section 1. Officers.** The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board), a Treasurer and a Secretary.

**Section 2. Election and Term of Office.** The officers of the Association shall be elected annually by the Board at the regular annual meeting of the Board, from among the members of the Association provided the President must also be a member of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be possible. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

**Section 3. Removal.** Any officer elected by the Board may be removed by a majority vote of the members of the Board.

**Section 4. Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

**Section 5. President.** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

**Section 6. Vice-President.** In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents, in order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President shall perform such other duties as from time to time may be assigned by the President or by the Board.

**Section 7. Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board.

**Section 8. Secretary.** The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; receive all notices on behalf of the Association and, together with the President, execute on behalf of the Association amendments to Condominium Instruments and other documents as required or permitted by the Declaration, these Bylaws or the Act; be custodian of the records and, if incorporated, of the seal of the Association and, if the Association is incorporated, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

#### **ARTICLE VI**

##### **Powers and Duties of the Association and Board**

**Section 1. General Duties, Powers, etc. of the Board.** The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act and the Condominium Instruments, including but not limited to the following:

- (a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements.
- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common Elements.
- (f) Obtaining adequate and appropriate kinds of insurance.

(g) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.

(h) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property.

(i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

(j) Having access to each Unit, from time to time, as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.

(k) Borrowing money at such rates of interest as it may determine; issuing its notes, bonds and other obligations to evidence such borrowing; and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided if such mortgage or security interest encumbers all or substantially all of the assets of the Association, the approval of the members shall first be obtained pursuant to Article III, Section 7, of these Bylaws.

(l) Paying real estate 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 estate of the condominium (other than assessments on Units not owned by the Association).

(m) Imposing charges for late payments of a Unit Owner's proportionate share of the Common Expense, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association.

(n) Assigning its rights to future income, including the right to receive Common Expenses assessments.

(o) Recording 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 members under the provisions of Section 14.2 of the Act.

(p) Recording the granting of an easement for the laying of cable television cable where authorized by the members under the provisions of Section 14.3 of the Act.

In the performance of their duties, the officers and members of the Board shall exercise, whether appointed by the Developer



or elected by the members, the care required of a fiduciary of the members.

**Section 2. Specific Powers and Duties.** Anything herein contained to the contrary notwithstanding, the Association shall have the power:

(a) To engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Association deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three (3) years and must be terminable by either party to such agreement without cause and without payment of a termination fee, upon ninety (90) days or less prior written notice.

(b) To engage the services of any person (including, but not limited to, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Association, in the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Association and to remove, at any time, any such personnel.

(c) To establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by, the Association.

(d) To invest any funds of the Association in certificates of deposits, money market funds, or comparable investments.

(e) Upon authorized of a two-thirds (2/3) vote of the members of the Board or by affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments or charges of the State of Illinois or any political subdivision thereof or of any lawful taxing or assessing body, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

**Section 3. Authorized Expenditures.** The Association shall acquire and make arrangements for, and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(a) Water, waste removal, heating, electricity, telephone or other necessary utility service for the Common Elements and such services to the Units as are not separately metered or charged to the owners thereof.

(b) Such insurance as the Association is required or permitted to obtain as provided in the Declaration.

(c) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Limited Common Elements which the Unit Owners enjoying the use thereof shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements. Anything in the foregoing to the contrary notwithstanding, and except where the need for repair or replacement is due to the act or omission of a Unit Owner, guest, occupant, family member or pet, the Association shall be responsible for the repair and replacement (and cleaning of the exterior surface) of all windows.

(d) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.

(e) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by said Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

(f) Maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Elements, or any other portion of the Property, and the owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair is delivered by the Association to said Unit Owner; provided that the Association shall levy a special assessment against such Unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with

respect to liens for failure to pay a share of the Common Expenses.

(g) Maintenance and repair (including payment of real estate taxes and common expenses) with respect to any Unit owned by the Association.

All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Association, and a written memorandum thereof prepared and signed by the Treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of sixty-six and two thirds percent (66-2/3%) of the Unit Owners.

#### **Section 4. Annual Budget.**

(a) Each year on or before November 1st, the Board shall estimate the annual budget of Common Expenses (the "Annual Budget") including the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a reserve for contingencies and replacements, all anticipated assessments and income and each Unit Owner's proposed Common Expense assessment. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days prior to the adoption thereof. The Association shall give Unit Owners notice as provided in Article III, Section 4, of the Bylaws of the meeting of the Board at which the Board proposes to adopt the Annual Budget, or at which any increase or establishment of any assessment, regular or special, is proposed to be adopted. Said Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed as to such owner in equal monthly installments (subject to acceleration as hereinafter provided) on or before January 1st of the ensuing year, and the 1st day of each and every month of said year. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

The failure or delay of the Association to prepare or serve the annual or adjusted budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owner's obligation to pay the maintenance and other costs and necessary Reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment

charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed.

(b) If an adopted Annual Budget requires assessments against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a Special Meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the Annual Budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the Annual Budget, it shall be deemed to be ratified, whether or not a quorum is present. If a majority of the votes of the Unit Owners are cast at the meeting to reject the Annual Budget, but a quorum is not present, a second Special Meeting of the Unit Owners will be called to consider the Annual Budget. If a quorum is not present at such second meeting, the Annual Budget shall be deemed to be ratified. If a majority of votes of the Unit Owners are cast to reject the Annual Budget at a Special Meeting of the Unit Owners, a meeting of the Board shall be held within thirty (30) days of the date of such Special Meeting to prepare a revised Annual Budget to send to the Unit Owners together with a notice of the meeting of the Board at which adoption of such Annual Budget will be considered. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Common Elements, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

Anything herein or in the Declaration to the contrary notwithstanding, the Association may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain which reflects increased charges for coverage on the Units owned by such Unit Owners, on such reasonable basis as the Association shall determine. Such charge shall be considered a common expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.

**Section 5. Annual Accounting.** On or before the 1st day of April of each calendar year commencing 1996, the Association shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus Reserves. Upon the written request of any of FHLMC, FNMA, HUD, or VA, the Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the preceding

calendar year. Any amount accumulated in excess of the amount required for actual expenses and Reserves shall be credited according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's Annual Budget, until exhausted, and any net shortage shall be added, according to each Unit Owner's percentage of ownership of the Common Elements, to the installments due in the succeeding six (6) months after rendering of the accounting.

**Section 6. Reserves.** The Association may build up and maintain a reasonable Reserve for operations, contingencies and replacement. To establish such Reserve, the Developer shall collect from each Unit Owner upon conveyance by the Trustee of a Unit to such Unit Owner, an amount equal to one-sixth (1/6) of the Annual Budget as initially established by the Developer and as allocable to such Unit, and shall remit such amount to the Association. Extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such Reserve. In addition, the Association shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency upon such conditions as the Association deems appropriate. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Association may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Association may determine. The Board shall serve notice of such further assessment on all Unit Owners (in the manner provided in the Bylaws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times as determined by the Association, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses or Three Hundred Dollars (\$300.00), such further assessment for all Units shall not be effective until approved by sixty-six and two-thirds percent (66-2/3%) of the Unit Owners at a meeting of Unit Owners duly called for such purposes. All Unit Owners shall be obligated to pay the further assessment.

**Section 7. Special Assessments.** If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment, or any non-recurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment which shall be assessed to the Unit Owners according to such Unit Owner's percentage of ownership in the Common Elements, and which may be payable in one lump sum or such installments as the Board may determine. The Board shall serve notice of such further

assessment on all Unit Owners (as provided in Article III, Section 4 of the Bylaws) by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or time as determined by the Board, provided, however, that in the event such further assessment with respect to any Unit exceeds the greater of five (5) times such Unit's most recent monthly installment of Common Expenses, or Three Hundred Dollars (\$300.00), such further assessment for all Units shall not be effective until approved by sixty-six and two-thirds percent (66-2/3%) of the Unit Owners at a meeting of Unit Owners duly called for such purpose. All Unit Owners shall be obligated to pay the further assessment.

**Section 8. Books of Account, Default, Statement of Account.**

(a) The Association shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in their relative percentages of ownership interest in the Common Elements.

(b) If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may assess a service charge of four percent (4%) of the balance of the aforesaid charges and assessments for each month, or part thereof, that said balance, or any part thereof remains unpaid. In addition to any remedies or liens provided by law, if a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, all other monthly payments of charges and assessments due for the calendar year in which such default occurs shall accelerate and become immediately due and payable. The Association may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due, the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. In addition, the Association may also take possession of such defaulting Unit Owner's interest in the Property and maintain an action for possession of the Unit in the manner provided by law. No Unit Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Elements or abandonment of his Unit. Each such assessment, together with interest, costs, and attorneys' fees shall also be the personal obligation of the person who was the

Unit Owner at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title or interest unless assumed by them, or required by applicable law.

(c) Upon ten (10) days' notice to the Association, and the payment of a reasonable fee fixed by the Association not to exceed Fifteen Dollars (\$15.00), any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments, or other charges due and owing from such Unit Owner.

**Section 9. Priority of Liens.** Any mortgage or trust deed owned or held by a First Mortgagee and recorded prior to the recording or mailing of a notice by the Association of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed. Any First Mortgagee who comes into possession of a Unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed or deed (or assignment) in lieu of foreclosure shall not be liable for, and shall take the Unit and its proportionate interest in the Common Elements free from, claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

**Section 10. Other Powers and Duties.**

(a) The Association may number and assign to any Unit Owner the exclusive privilege to use for storage purposes any portion of the Property designated for such purposes; provided, however, that the Association shall have the right of access to all such storage spaces which contain pipes, or other portions of the common Elements, which the Association has the duty or right to maintain, repair or replace. Any such designation by the Association shall not thereafter be changed except upon the affirmative vote of a majority of the Unit Owners. All property stored in any storage area shall be at the sole risk of the respective Unit Owner who has the privilege to use the same and neither the Association nor any other Unit Owner shall be considered a bailee or otherwise responsible therefor.

(b) Nothing hereinabove contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

**ARTICLE VII  
Contracts, Checks, Deposits and Funds**

**Section 1. Contracts.** The Board may authorize any officer or officers, agent or agents of the Association, in addition to

the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

**Section 2. Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Association. In the absence of such determination by the Association, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

**Section 3. Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

**Section 4. Gifts.** 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 VIII Books and Records

**Section 1. Maintaining Books and Records.** The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board and committees having any of the authority of the Board.

**Section 2. Availability for Examination.** The manager or Board shall maintain the following records of the Association available for examination and copy at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

(a) Copies of the recorded Declaration and Bylaws and any amendments, Articles of Incorporation of the Association, if incorporated, annual reports, if incorporated, and any rules and regulations adopted by the Association or the Board shall be available. Prior to the first annual meeting of members of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.



(c) The minutes of all meetings of the Association and the board shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

(d) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act, approved July 19, 1943, as amended, shall be maintained.

(e) A record giving the names and addresses of the members entitled to vote.

A reasonable fee may be charged by the Association or its Board for the cost of copying.

#### **ARTICLE IX Fiscal Year**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

#### **ARTICLE X Seal**

If the Association is incorporated, the Board shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

#### **ARTICLE XI Waiver of Notice**

Whenever any notice whatever is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or Bylaws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### **ARTICLE XII Amendments to Bylaws**

These Bylaws, except Sections 4 and 9 of Article VI, Article XIV and this Article XII may be altered, amended or repealed and new Bylaws may be adopted upon the affirmative vote of sixty-six and two-thirds percent (66-2/3%) of all of the members at a regular meeting or at any special meeting called for such purpose, by recording an instrument in writing setting forth such alteration, amendment or repeal, which is signed and acknowledged by an authorized member of the Board and which contains an affidavit by an officer of the Association certifying that the

necessary affirmative vote of the members of the Association has been obtained. Article XIV, this Article XII and Sections 4 and 9 of Article VI may be amended as set forth in the first sentence of paragraph 17 of the Declaration.

**ARTICLE XIII**  
**Indemnification**

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

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suite or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or

matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suite or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

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

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

#### **ARTICLE XIV Construction**

(a) Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Declaration. Said Declaration and these Bylaws shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. If there is any inconsistency or conflict between these Bylaws and the aforesaid Declaration, the provisions of the Declaration shall control.

(b) All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

(c) In the event the Association is incorporated, the words "Board of Directors" and "Director" shall be substituted for the words "Board" and "Member of the Board," respectively, wherever they appear herein.

**EXHIBIT D**  
**TO DECLARATION OF CONDOMINIUM**  
**ABBAY RIDGE CONDOMINIUMS**  
**UNIT DESCRIPTIONS**

Plat of Survey prepared by Klingner & Associates, P.C.,  
recorded in Book 15 of Plats, at page 519, on December 28,  
1995, in the Recorder's Office of Adams County, Illinois. Copy  
attached.

WAVERING PARK

PROPOSED UTILITY AND DRAINAGE EASEMENT  
SOUTH LINE OF NORTH 723' BE 1/4 NW 1/4 SECTION 32

COLUMBUS ORCHARD  
SECOND ADDITION

DRAINAGE AN EASEMENT  
NOTTINGHAM

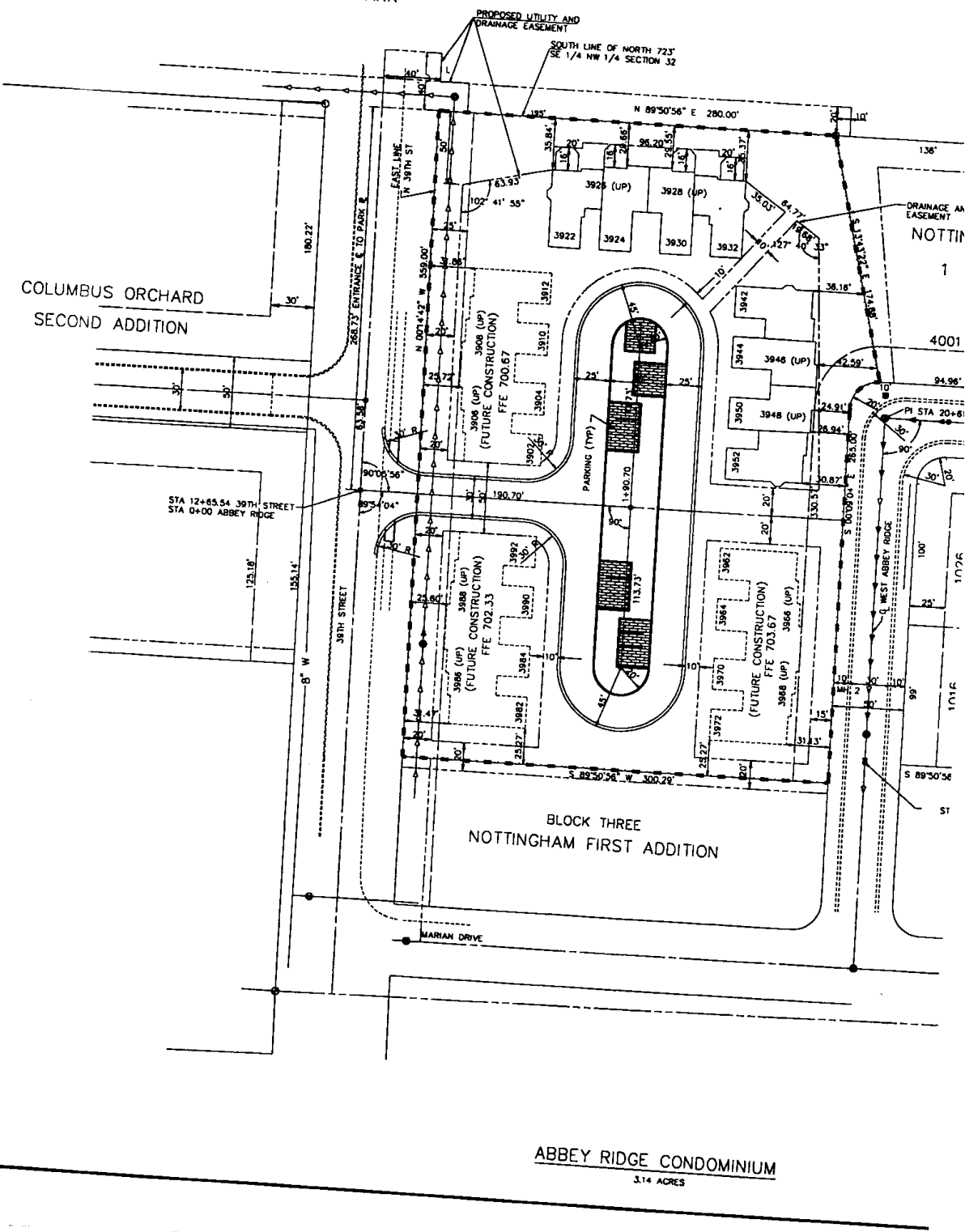
STA 12+85.54 38TH STREET  
STA 0+00 ABBEY RIDGE

38TH STREET

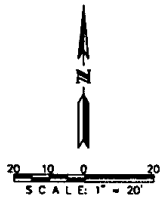
BLOCK THREE  
NOTTINGHAM FIRST ADDITION

MARIAN DRIVE

ABBAY RIDGE CONDOMINIUM  
3.14 ACRES







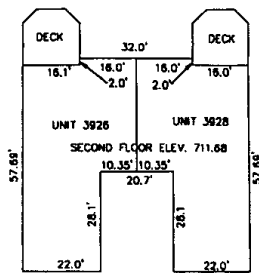
BENCH MARK:  
CHISELED "X" ON WEST FLANGE BOLT OF FIRE  
HYDRANT AT ABBEY RIDGE. E.L. = 703.22

**LEGEND**

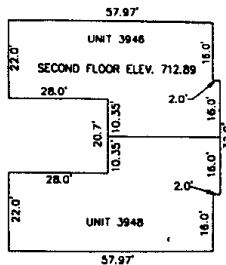
SECTION LINE	=====
PROPERTY LINE	=====
LOT LINE	=====
STREET LINE	=====
CENTERLINE	-----
EASEMENT	-----
BUILDING SETBACK	-----
CURB AND GUTTER	-----
UNIT AND STREET NUMBER	<span style="border: 1px solid black; padding: 2px;">3930</span>
FUTURE CONSTRUCTION	-----
CONDOMINIUM LIMITS	-----

**NOTES:**

1. STREETS WITHIN ABBEY RIDGE ARE PRIVATE STREETS.
2. TIES SHOWN ARE TO EXTERIOR FOUNDATION WALLS.
3. MEASUREMENTS ARE IN FEET.
4. UNIT NUMBERS ARE THE SAME AS STREET NUMBERS.
5. TYPICAL CEILING HEIGHT 8 FEET.



SECOND FLOOR



SECOND FLOOR

**ABBEY RIDGE CONDOMINIUM**

3.14 ACRES

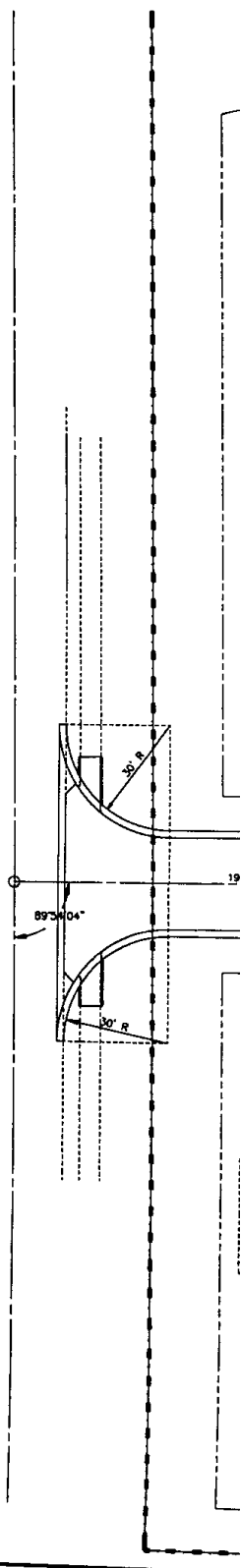
I HEREBY STATE THAT THE ABOVE SURVEY AND DETAILS OF ABBEY RIDGE CONDOMINIUM DRAWN FROM EXISTING RECORDS AND FIELD MEASUREMENTS WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I DO FURTHER STATE THAT THE PARCELS INCLUDED IN THIS PLAT OF ABBEY RIDGE CONDOMINIUM ARE NOT LOCATED IN THE SPECIAL FLOOD HAZARD AREA IDENTIFIED FOR UNINCORPORATED AREAS INSURANCE RATE MAP, PANEL 100 OF 275, COMMUNITY PANEL NO. 170001 0180 B, DATED NOVEMBER 15, 1985.

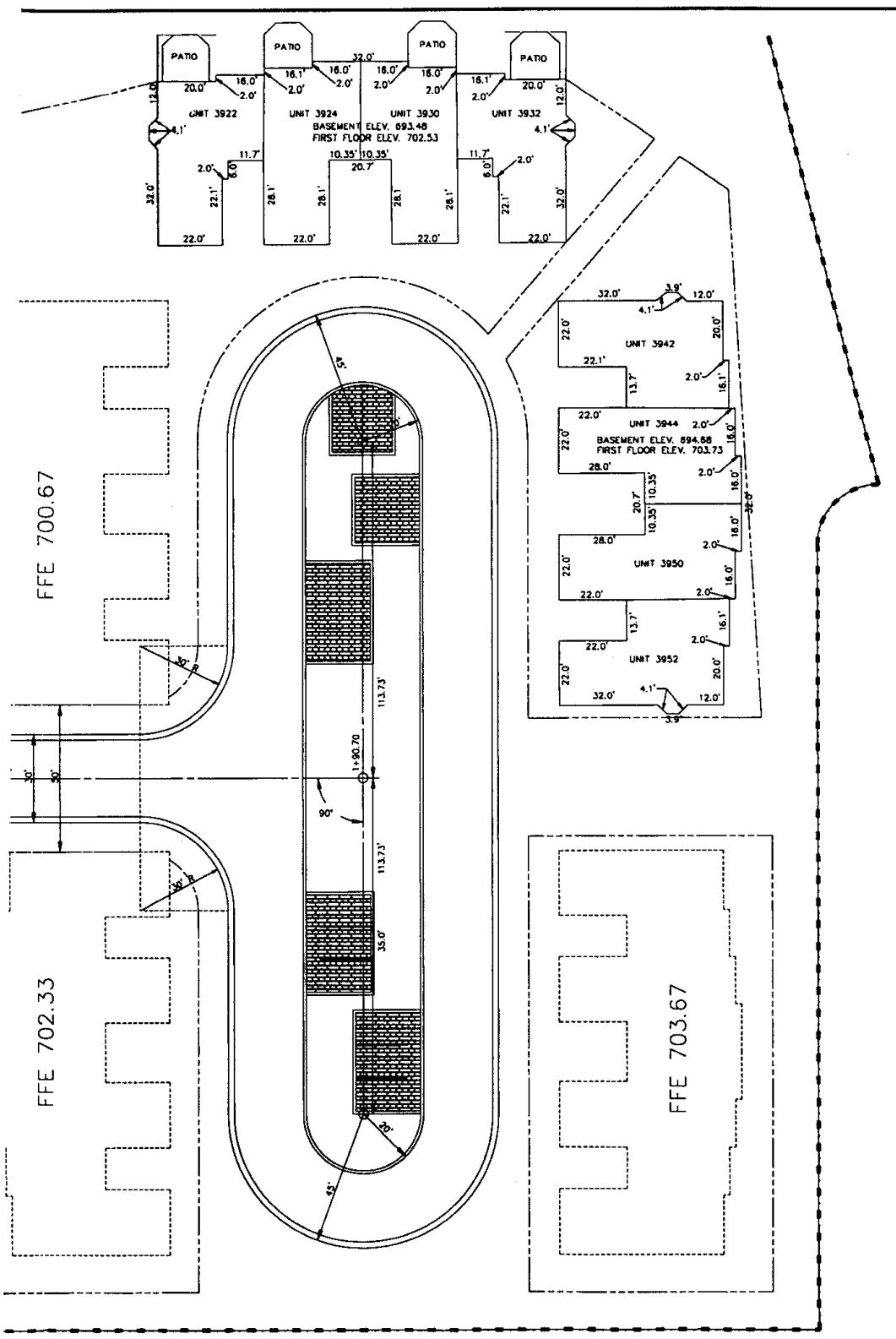
*John E. Basinger*  
JOHN E. BASINGER,  
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 2766

12-17-95  
DATE

39TH STREET







**KLINGNER**  
 CONSULTANTS  
 Consulting Engineers  
 613 Broadway · Quincy, MA 01906  
 (617) 223-3870 · FAX: 223-3863

DESIGNED		DRAWN		CHECKED		NO. / APPR.		REVISIONS	
FIELD	MKT. SAM	FIELD	MKT.	DATE	DATE	NO.	DATE	DESCRIPTION	DATE
				AUG. 1995					
PROJECT NO. 94350		FILE NAME 94350C42		SCALE 1" = 20'					
ABBAY RIDGE CONDOMINIUM DEVELOPER					DETAILS				
SHEET NO.					2-2				