



2202710009

Doc# 2202710009 Fee \$132.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/27/2022 09:58 AM PG: 1 OF 39

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
HIDDEN LAKE ESTATES CONDOMINIUM
ASSOCIATION
PALOS HILLS, ILLINOIS

Document Prepared by:
Wischhover & Associates
11757 Southwest Highway
Palos Heights, IL 60463

Return Document to:
Wischhover & Associates
11757 Southwest Highway
Palos Heights, IL 60463

TABLE OF CONTENTS
 FOR
 AMENDED AND RESTATED
 DECLARATION OF CONDOMINIUM OWNERSHIP
 AND OF
 EASEMENTS, RESTRICTIONS AND COVENANTS
 FOR
 HIDDEN LAKE ESTATES CONDOMINIUM ASSOCIATION
 PALOS HILLS, ILLINOIS

Paragraph		Page Number
	ARTICLE I	
	<u>DEFINITIONS</u>	
1.1 to 1.33	Definitions	6-8
	ARTICLE II	
	<u>SUBMISSION OF AMENDED AND RESTATED DECLARATION</u>	
2.1	Amended and Restated Declaration Submission	9
	ARTICLE III	
	<u>COMMON ELEMENTS</u>	
3.1	Description of Common Elements	9
3.2	Ownership of Common Elements	9
3.3	Use of the Common Elements	9
3.4	Granting of an Easement for Public Utility; for Government Bodies; for Protection Against Natural Elements	9-10
3.5	Encroachments, Easements, Parking and Storage	10
	ARTICLE IV	
	<u>USE OCCUPANCY AND MAINTENANCE OF PROPERTY</u>	
4.1	Use and Occupancy of Units and Common Elements	10-12
4.2	Maintenance and Repair of Common Elements, Limited Common Elements and the Units	12
	ARTICLE V	
	<u>BYLAWS OF THE ASSOCIATION</u>	
5.1	Election of Board of Managers	13
5.2	Administration Board of Managers	13
5.3	Registered Office	13
5.4	Principal Office	13

Paragraph		Page Number
5.5	Not for Profit	13-14
5.6	Records of the Association	14-15
5.7	Membership	15
5.8	Meetings	15-16
5.9	Special Meetings	16
5.10	Notice of Meetings of Owners	16
5.11	Voting Rights	16-17
5.12	Election of Officers of the Board	17
5.13	Duties of the Officers of the Board	17
5.14	Removal or Resignation of Board Member	17
5.15	Board Powers in an Emergency	17
5.16	Compensation/Reimbursement for Expenses	18
5.17	Board Member Liability	18
5.18	Powers and Duties of the Board	18-20

ARTICLE VI
ASSESSMENTS

6.1	Assessments	20-21
6.2	Purpose of Assessments	21
6.3	Creation of a Lien and Personal Obligations	21
6/4	Forbearance	21
6.5	Reserves	21
6.6	No Waiver	21
6.7	Statement of Account	22

ARTICLE VII
SALE, LEASING OR OTHER ALIENATION

7.1	Sale	22-23
7.2	Leasing	23
7.3	Gift	23-24
7.4	Devise	24
7.5	Involuntary Sale	24-25
7.6	Exercise of Right of First Refusal Option	25
7.7	Exceptions to Board's Right of First Refusal	25
7.8	Release or Waiver of Option	25
7.9	Proof of Termination of Option	26
7.10	Financing of Purchase Under Option	26
7.11	Title to Acquired Interest	26
7.12	Grantees	26-27

Paragraph		Page Number
ARTICLE VIII		
<u>LENDER'S RIGHTS</u>		
8.1	Notice to Lenders	27
8.2	Title Through Foreclosure	27-28
ARTICLE IX		
<u>INSURANCE</u>		
9.1	Insurance Trustee/Use of Proceeds	28
9.2	Requirement of Fidelity Insurance	28-29
9.3	Policy	29
9.4	Other Insurance	29-30
9.5	Owner's Responsibility	30
9.6	Waiver of Subrogation	30
ARTICLE X		
<u>SALE OF PROPERTY</u>		
10.1	Sale of Property	30-31
10.2	Removal from the Provisions of the Act	31
ARTICLE XI		
<u>VIOLATION OF DECLARATION</u>		
11.1	Violation	31
11.2	Failure to Enforce	32
11.3	Alternate Dispute Resolution; Mediation; Arbitration	32
ARTICLE XII		
<u>AMENDMENTS</u>		
12.1	Amendments	32-33
ARTICLE XIII		
<u>MISCELLANEOUS</u>		
13.1	Display of American Flag or Military Flag	33
13.2	Gender Neutrality	33
13.3	Severability	33
13.4	Trustee	34
13.5	Violation of Certain Rules	34
Exhibit B	Percentage Interest of Common Elements	
Exhibit C	Legal Description	

The captions contained in this Declaration are inserted only as a matter of convenience and in no way define, limit, or extend the scope of this Declaration or any provision hereof.

AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
PURSUANT TO THE CONDOMINIUM
PROPERTY ACT
HIDDEN LAKE ESTATES
CONDOMINIUM ASSOCIATION

This AMENDED and RESTATED DECLARATION OF CONDOMINIUM for HIDDEN LAKE ESTATES CONDOMINIUM ASSOCIATION was approved by 44 of 51 Owners on November 10th, 2021. This Amended and Restated Declaration (the "Declaration") replaces the Declaration dated April 11th, 1980 and recorded in the Recorder's Office of Cook County, Illinois as Document Number 25439399 and all of its Amendments.

WITNESSETH:

WHEREAS, The Board of Directors of HIDDEN LAKE ESTATES CONDOMINIUM ASSOCIATION desires to update, amend and restate the Declaration; and

WHEREAS, Owners are the Owners in fee simple of all the Units, hereinafter described in Cook County, Illinois; and

WHEREAS, the Owners intend to incorporate all the applicable sections of the original Declaration of Condominium for Hidden Lake Estates Condominium Association dated April 11th, 1980 and recorded in the Recorder's Office of Cook County, Illinois as Document Number 254393999 and the eighteen Amendments appurtenant thereto,

WHEREAS, Owners desire to update as well certain rights and easements in, over and upon 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 property and all units; and

WHEREAS, Owners desire and intend that the Unit Owners, mortgages, occupants and other persons hereafter acquiring any interest in the property shall at all time 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 cooperation aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, the undersigned for the purposes herein set forth, hereby declares as follows:

ARTICLE I
DEFINITIONS

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

- 1.1 **ACCEPTABLE TECHNOLOGY:** Includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by Rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- 1.2 **ACT:** The Condominium Property Act of the State of Illinois, as amended from time to time.
- 1.3 **ASSOCIATION:** Shall mean HIDDEN LAKE ESTATES CONDOMINIUM ASSOCIATION, an Illinois not for profit Corporation.
- 1.5 **BOARD:** The Board of Directors of the Association, being the Board of Managers as referenced in the Act.
- 1.6 **BYLAWS:** The ByLaws of the Association, which are contained in Article V.
- 1.7 **BUILDING:** All structures, attached or unattached, containing one or more units.
- 1.8 **COMMON ELEMENTS:** All portions of the property except the units, including Limited Common Elements unless otherwise specified.
- 1.9 **COMMON EXPENSES:** The proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board of Managers of the Unit Owner's Association.
- 1.10 **COMMUNITY ASSOCIATION:** An Association in which membership is a condition of ownership or shareholder interest of a Unit in a condominium, cooperative, townhouse, villa, or other residential Unit that is part of a residential development plan as a Master Association or Common Interest Community and that is authorized to impose an assessment and other costs that may become a lien on the Unit or lot.
- 1.11 **COMMUNITY ASSOCIATION MANAGER:** An individual who administers for compensation the coordination of financial, administrative, maintenance, or other duties called for in the management contract, including individuals who are direct employees of a community association. A manager does not include support staff, such as bookkeepers, administrative assistants, secretaries, property inspectors, or customer service representatives.

1.12 CONDOMINIUM INSTRUMENTS: All documents and authorized Amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, ByLaws and Plat.

1.13 DECLARATION: the instrument by which the property is submitted to the provisions of this Act, as hereinafter provided, and such Declaration as from time to time amended.

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

1.15 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering any portion of the Condominium Property.

1.16 LEGAL DESCRIPTION OF PARCEL: The parcel hereby submitted to the provisions of the Condominium Property Act is legally described in Exhibit "C" Legal Description.

1.17 LIMITED COMMON ELEMENTS: A portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.

1.18 MAJORITY OR MAJORITY OF THE UNIT OWNERS: The owners of more than 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 interest of such undivided ownership. "Majority" or "Majority of the Members of the Board of Managers" means more than 50% of the total number of persons constituting such Board pursuant to the bylaws. Any specified percentage of the Members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the bylaws.

1.19 MANAGEMENT COMPANY: A person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a Unit Owner, Unit Owners or Association of Unit Owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act.

1.20 MEETING OF BOARD OF MANAGERS: Any gathering of a quorum of the Members of the Board of Managers held for the purpose of conducting Board business.

1.21 OCCUPANT: A person or persons, other than an owner, in lawful possession of one or more units.

1.22 **OWNER:** A record owner, whether one or more persons, LLC, Corporation, or Trust, whose estate or interest, individually or collectively, aggregate fee simple ownership of a Unit and the undivided interest in the Common Elements appurtenant thereto.

1.23 **PARCEL:** tract or tracts of land, described in the Declaration, submitted to the provisions of this Act.

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

1.25 **PLAT:** A plat or plats of survey of the parcel and of all units in the property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units.

1.26 **PROPERTY:** All land, property, 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 of enjoyment of the owners, submitted to the provisions of the Act.

1.27 **PURCHASER:** Any person or persons who purchase a Unit in a bona fide transaction for value.

1.28 **RECORD:** To record in the Office of the Recorder or, of the county wherein the property is located.

1.29 **RESERVES:** Those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the condominium instruments.

1.30 **UNIT:** a part of the property designed and intended for any type of independent use.

1.31 **UNIT OWNER:** Means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

1.32 **UNIT OWNERS' ASSOCIATION or ASSOCIATION:** The Association of all the Unit owners, acting pursuant to bylaws through its duly elected Board of Managers.

1.33 **VOTING MEMBER:** The individual who shall be entitled to vote in person or by proxy at meetings of the Owners.

ARTICLE II
SUBMISSION OF AMENDED AND RESTATED DECLARATION

2.1 This Amended and Restated Declaration of Condominium is submitting effective upon the adoption by the current Board of Directors and 2/3 of its Members and recording of same in the Recorder's Office of Cook County, Illinois.

ARTICLE III
COMMON ELEMENTS

3.1 **DESCRIPTION OF COMMON ELEMENTS:** All portions of the property, except the Units, including, but not limited to the land, entrances and exits, pipes, wires, ducts, flues, chutes, hose bibs, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines (to the outlets), and structural components running through a Unit and serving more than one Unit or serving or extending into, the Common Elements or any party thereof, outside walls, driveway, landscaping and all other portions of the Property except the individual Units. Any reference to Common Elements appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

3.2 **OWNERSHIP OF COMMON ELEMENTS:** Each Unit shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners and except as otherwise limited in the Declaration, shall have the right to use and occupancy of his/her Unit as a place of residence and such other incidental uses permitted by the Declaration which right shall be appurtenant to and run with the unit. The extent of amount of such ownership shall be expressed by a percentage amount and once determined shall remain constant unless changed as provided for in the Condominium Property Act or by approval of all owners. The Owner has so determined each unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto.

3.3 **USE OF THE COMMON ELEMENTS:** Each Unit Owner and occupant shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners and occupants as may be required for the purpose of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner or Unit occupied by an occupant. Such right to use the Common Elements shall extend to each Unit Owner and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit along or with adjoining Units. Such rights to use and possess the Common Elements, including the Limited Common Elements, hereafter defined, shall be subject to and governed by the provisions of the Act and of this Declaration and By-Laws herein and the Rules and Regulations of the Association.

3.4 **GRANTING OF AN EASEMENT FOR PUBLIC UTILITIES; FOR GOVERNMENT BODIES; FOR PROTECTION AGAINST NATURAL ELEMENTS:** Granting of an easement

to a governmental body for protections against water damage or erosion. Unless the condominium instrument expressly provides for a greater percentage or different procedures, a majority of more than 50% of the Unit Owners at a meeting of Unit Owners duly called for such purpose may authorize the granting of an easement to a governmental body for construction, maintenance or repair of a project for protection against water damage or erosion.

3.5 ENCROACHMENTS, EASEMENTS, PARKING AND STORAGE:

(A) In the event that by reason of the construction, reconstruction, settlement or shifting of the buildings, or the design or construction of any unit, 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 other unit, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building containing such Unit so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit 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, internet, cable service and equipment over, under, along and on any part of the Common Elements as they exist on the date of the recording thereof.

(C) All easements and rights described herein are easements appurtenant, running with the land and shall insure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, 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 and mortgagees 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.

ARTICLE IV USE OCCUPANCY AND MAINTENANCE OF PROPERTY

4.1 USE AND OCCUPANCY OF UNITS AND COMMON ELEMENTS. The units and Limited Common Elements shall be occupied and used as follows:

(A) No part of the property shall be used for purposes other than housing, the parking of private passenger automobiles and the related common purposes for which the property was designed. Each housing Unit shall be used as a residence for a single family and for no other purpose.

(B) No industry, business, trade, occupation or profession of any kind, 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" or "For Rent"

signs, advertising or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board,

With the exception of a lender in possession of a Condominium Unit following a default in the first mortgage, a foreclosure proceeding or any deed of other arrangement in lieu of foreclosure, no Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No Unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing and not for less than a period of one year.

(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 Board except as herein expressly provided. Each Unit owner shall be obligated to maintain and keep his own unit, its windows and doors, which he has the exclusive right to use and occupy, in good, clean order and repair. 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.

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

(E) (1) 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 shall be affixed to or placed upon the exterior walls or roofs or any part thereof, without the prior consent of the Board.

(2) Satellite dishes require Board approval prior to installation.

(3) Solar panels require Board approval prior to installation.

(F) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that dogs, cats or other household pets may be kept in units, subject to Rules and Regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board.

(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 owners or occupants.

(H) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building except as otherwise provided herein.

(I) No clothes, sheets, blankets, laundry of any kind or other articles 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) Playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the Common Elements shall be subject to regulations of the Board.

(K) Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

(L) Each Unit Owner hereby waives and releases, any and all claims which he may have against any of the officers of the Board and their respective employees and agents, for damage to the Common Elements, the units, or to any personal property located in the units or Common Elements, caused by fire or other form of casualty insurance.

(M) No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

4.2 MAINTENANCE AND REPAIR OF COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND THE UNITS.

(A) Each Unit Owner shall be responsible for and shall furnish at his own expense all of the upkeep, maintenance, repair and replacement within his own Unit and to the Limited Common Elements appurtenant to his unit, provided that if such limited Common Elements are appurtenant to more than one unit, the cost of any such upkeep, maintenance, repair and replacement shall be shared equally by the owners of the units appurtenant to such Limited Common Elements. In the event of any dispute between the owners of adjoining units concerning the upkeep, maintenance, repair, and replacement of Limited Common Elements appurtenant to such units, such dispute shall be resolved by the Board, and the decision of the Board shall be controlling.

(B) The Association shall provide at its expense for the treatment of the unit's roof at such times and upon such intervals as the Board of Managers deems reasonable. Further, repair and replacement of the roof structures shall remain the Unit Owner's obligation and expense as a Limited Common Element.

(C) The Association shall provide at its expense staining (oxford brown) of the exterior of the units at such times and upon such intervals as the Board of Managers deems reasonable.

(D) The Association shall undertake at its expense, the repair and replacement of the sidewalks and driveways as the Board of Managers deems reasonable.

(E) Maintenance, repair, management and operation of the Common Elements, except the Limited Common Elements, shall be the responsibility of the Association and the expenses for such maintenance, repair, management and operation shall be assessed to the Unit Owners in accordance with a respective percentage of Unit Ownership as set forth in Exhibit "B" to the Declaration, as amended from time to time.

ARTICLE V
BYLAWS OF THE ASSOCIATION

The provisions of this Article shall constitute the ByLaws by which, in addition to the other provisions of this Declaration, the administration of the property shall be governed as follows:

5.1 **ELECTION OF BOARD OF MANAGERS:** The election from among the Unit Owners of a Board of Managers, the number of persons constituting such Board, and that the terms of at least one-third (1/3) of the Members of the Board shall expire annually and that all Members of the Board shall be elected at large; if there are multiple owners of a single unit, only one of the multiple owners shall be eligible to serve as a Member of the Board at any one time.

5.2 **ADMINISTRATION BOARD OF MANAGERS:** The Association shall be responsible for the overall direction and administration of the property through its duly elected Board of Managers (herein referred to as the "Board") consisting of five persons who shall be elected in the manner hereinafter provided. Each Member of the Board shall be one of the Unit Owners provided, however, that in the event a Unit Owner 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 of individual trustee of such trust, or manager of such other legal entity shall be eligible to serve as a Member of the Board.

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

All present or future owners, occupants, tenants, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Declaration and these ByLaws. The mere acquisition or rental of a Unit or the mere act of occupancy of a Unit will signify acceptance and ratification of, and intention of compliance with the Declaration and these ByLaws. No Owner may assign, delegate, transfer, surrender, or avoid the duties, responsibilities and liabilities of the Association; and any attempt assignment, delegation, transfer, surrender or avoidance shall be deemed void.

5.3 **REGISTERED OFFICE:** The Association shall have and continuously maintain in this State a registered office and a registered agent whose office is identical with such registered office and may have other offices within the State of Illinois as the Board may from time to time determine.

5.4 **PRINCIPAL OFFICE:** The Association's principal office shall be maintained on the Property, at the attorney for the Association, or at the office of a managing agent engaged by the Association.

5.5 **NOT FOR PROFIT:** The Owner or Owners of the property, or the Board of Managers, may cause to be incorporated a not-for-profit corporation under the General Not For Profit

Corporation Act of the State of Illinois for the purpose of facilitation the administration and operation of the property.

5.6 RECORDS OF THE ASSOCIATION; AVAILABILITY FOR EXAMINATION:

(A) The Board of Managers of every Association shall keep and maintain the following records, or true and complete copies of these records, at the Association's principal office:

1. the Association's Declaration, ByLaws, and plats of survey, and all Amendments of these;
2. the Rules and Regulations of the Association;
3. if the Association is incorporated as a corporation, the Articles of Incorporation of the Association and all Amendments to the Articles of Incorporation;
4. minutes of all meetings of the Association and its Board of Managers for the immediately preceding 7 (seven) years;
5. all current policies of insurance of the Association;
6. all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
7. a current listing of the names, addresses, email addresses, telephone numbers, and weighted vote of all Members entitled to vote;
8. ballots and proxies related to ballots for all matters voted on by the Members of the Association during the immediately preceding 12 (twelve) months, including, but not limited to, the election of Members of the Board of Managers; and
9. the books and records for the Association's current and 10 (ten) immediately preceding fiscal years, including, but not limited to, itemized and detailed records of all receipts, expenditures, and the accounts.

(B) Any Member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (1) through (6) and (9) of subsection (A) of this section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a Member must submit a written request to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. Failure of an Association's Board of Managers to make available all records so requested within 10 (ten) business days of receipt of the Member's written request shall be deemed a denial.

Any Member who prevails in an enforcement action to compel examination of records described in subdivisions (1) through (6) and (9) of subsection (A) of this section shall be entitled to recover reasonable attorney's fees and costs from the Association.

(C) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this section may be charged by the Association to the requesting Member. If a Member requests copies of records requested under this section, the

actual costs to the Association of reproducing the records may also be charged by the Association to the requesting Member.

(D) Notwithstanding the provisions of the prior sections, unless otherwise directed by Court Order, an Association need not make the following records available for inspection, examination, or copying by its Members:

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

(E) The provisions of this section are applicable to all condominium instruments that contains provisions contrary to these provisions shall be void as against public policy and ineffective. Any condominium instrument that fails to contain the provisions by this section shall be deemed to incorporate the provisions by operation of law.

5.7 MEMBERSHIP: There shall be only one class of Membership in the Association. The Owner of each Unit shall be a Member of the Association. There shall be one Membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from Ownership of a unit. Ownership of a Unit shall be the sole qualification for Membership.

5.8 MEETINGS: An annual meeting of the Unit Owners shall be held on the second Wednesday in November in each year for the purpose of election of Members of the Board and such other business as may come before the meeting. At each annual meeting of the Unit Owners, the Unit Owners shall, by a vote of a majority of the Unit Owners present at such meeting, elect a Board, three (3) Members of the Board shall be elected for a term of two (2) years, and two (2) Members for a term of one (1) year. Thereafter, Members of the Board shall serve without compensation for a term of two (2) years, and until their successors are elected, however, Board Members may succeed themselves. Vacancies in the Board shall be filled by the unanimous vote of the Members of the Board. A majority of the Members of the Board shall constitute a quorum. The Board shall act by the vote of the majority of those Members present at a meeting of the Board when a quorum is present. In all elections for Members of the Board, each voting Member shall be entitled to vote on a non-cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

(A) A regular meeting of the Board shall be held at the same place as the annual meeting of the Unit Owners to be held on the second Wednesday of the second month of every quarter. The Board shall meet at least four times a year. Other meetings of the Board may be

called, held and conducted in accordance with such regulations as the Board may, from time to time adopt. Each Unit Owner shall receive notice of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said notice shall be in writing and mailed to the Unit Owner. The notice shall give the Members at least ten (10) days, but no more than thirty (30) days notice of the time, place and purpose of such meeting. That all meetings of the Board shall be open to any Unit Owner and that notice, except as provided above, shall be mailed at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

5.9 SPECIAL MEETINGS: Special meetings of the Unit Owners may be called, for any reasonable purpose, either by the President, the Board of Managers, or not less than 20% of the Unit Owners, the notice for which shall specify the matters to be considered at such special meeting. All meetings of the Unit Owners shall take place at an hour designated by the Board in some section of the property designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board.

5.10 NOTICE OF MEETING OF OWNERS: Written notice, together with an agenda, of the holding of any regular or special meetings of the Unit Owners, stating the date, hour, purpose and place of such meeting shall be delivered or sent, in person or by mail, to each Unit Owner in care of his Unit at least ten (10) days, but no more than thirty (30) days, before the date of such meeting. A majority of the Unit Owners shall constitute a quorum at all such meetings. A Unit Owner may vote either in person or by proxy at any regular or special meetings of the Unit Owners. Every proxy must be in writing and no proxy shall be valid after eleven months from the date of its execution.

(A) Notices required or permitted to be given to the Board or any Unit Owner may be delivered to any Member of the Board or such Unit Owner either personally or by mail addressed to such Board Member or Unit Owner at his unit.

(B) Notices required to be given to any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by certified mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

5.11 VOTING RIGHTS: Voting shall be on the basis of one (1) vote per Unit, provided, however, that where the Act requires requisite approval on a percentage basis, voting shall be on a percentage basis and the percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto. Any specified percentage of the Unit Owners, whether majority or otherwise, for purposes of voting and for all purposes and wherever provided in this Declaration, shall mean such percentage in the aggregate in interest of the undivided ownership of the Common Elements. However, when 30% or fewer of the units, by number, possess over 50% of the aggregate of the votes in the Association, any percentage vote of the Members specified herein or by the Condominium Property Act, 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. There shall be only one class of voting Members.

5.12 ELECTION OF OFFICERS OF THE BOARD: A president, vice-president, a secretary, and a treasurer, shall be elected at each annual meeting of the Board from among its Members. Any such officer may be removed by the vote of all of the Board at any time. A vacancy in any office may be appointed by the Board for the unexpired term.

5.13 DUTIES OF THE OFFICERS OF THE BOARD:

(A) The president shall preside over the meeting of the Board and the Unit Owners; he may sign, together with any other officer designated by the Board any contracts, checks, drafts, or other instruments designated or approved by the Board. In absence of the president, on in the event of his inability to act, the vice-president shall perform the duties of the president.

(B) The secretary shall, in addition to the duties provided by law, keep the minutes of all meetings of the owners and the Board, see that all notices are duly given as herein provided and as provided in the Condominium Property Act. In addition, the secretary shall execute all amendments to the condominium documents as herein provided or as provided in the Condominium Property Act.

(C) The treasurer shall be responsible for the Association funds and securities and for keeping all financial records and books of account as provided for in the Condominium Property Act or as provided for in this document.

(D) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements and any other expenses, charges, or costs which the Board may incur or expend pursuant hereto, shall be approved by the Board, 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 replacing or restoring portions of the Common Elements) requiring an expenditure in excess of 5% of the annual budget without the prior approval of 75% of the Unit Owners.

5.14 REMOVAL OR RESIGNATION OF BOARD MEMBER: Any Member of the Board may be removed from office by the affirmative vote of 75% of the Unit Owners and 100% of the remaining Members of the Board at a special meeting of the Unit Owners called for such purpose. Any Member of the Board may resign at any time by submitting his written resignation to the Board. In the case of a resignation, the Board shall have the right to appoint a Member for the balance of the unexpired time.

5.15 BOARD POWERS IN AN EMERGENCY: The Board may ratify and confirm actions of the Members of the Board taken in response to an emergency, as defined that separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Managers without being subject to Unit Owner approval. As used herein "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

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

5.17 BOARD MEMBER LIABILITY:

(A) The Members of the Board and the officers thereof shall not be liable to the Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such officers, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such officers shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made by such officers shall be executed by such officers as agent for the Unit Owners.

(B) In the event of any dispute or disagreement between Unit Owners relating to the property, or any questions of interpretation or application of the provisions of this Declaration, the determination thereof by the Board shall be final and bind on each and all of such Unit Owners.

5.18 POWERS AND DUTIES OF THE BOARD

(A) The Board shall have the power: to obtain such insurance as the Board is required under the provisions of Section 765 ILCS 605/12 as amended, of the Condominium Property Act and such other insurance as the Board deems advisable in the operation and for the protection of the property and the units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed to repair, replace, or reconstruct the Units or Common Elements sustaining such losses and in accordance with the provisions of this Declaration and the Condominium Property Act, except that in the event of substantial loss to the Units or Common Elements then said insurance proceeds shall be disbursed pursuant to the Condominium Property Act.

(B) 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 Board deems fit, and to remove such manager or managing agent at any time.

(C) to engage the services of any persons deemed necessary by the Board at such compensation deemed reasonable by the Board in the operation, care, repair, upkeep, maintenance, replacement, improvement and management of the property and Common Elements and to remove, at any time, any such personnel.

(D) to establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Board.

(E) the Board 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: water, waste removal, electricity and telephone and other necessary utility

service for the Common Elements and such services to the units (including, but not limited to heating) as not are separately metered or charged to the owners thereof.

(F) Annual Budget: 1. 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 Board to be necessary for a reserve for contingencies and replacements, and shall at least 30 days in advance of adoption notify each Unit Owner in writing by supplying to each Unit Owner a copy of such annual budget. Said annual budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B hereof. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Board, or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the 1st day of November of each calendar year, the Board shall supply to all Unit Owners as itemized accounting of the common expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amount collected pursuant to the budget or assessment and showing the net excess or deficit of income over expenditures plus reserves.

2. The failure or delay of the Board 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 budget 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 or delivered or posted.

(G) Inadequacy of Annual Budget: 1. Insufficient funds: Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against the reserve account. If said annual budget proves inadequate for any reason, including nonpayment of any owner's assessment, the Board 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. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice or further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

2. Excess funds: Any amount accumulated in excess of the amount required for actual expenses and designated for reserves shall be credited according to each owner's percentage of ownership in the Common Elements to the next monthly installments due from the owners under the current year's estimate, until exhausted and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in succeeding six months after rendering of the accounting. The Board shall

build up and maintain a reasonable reserve account or accounts for contingencies and replacements.

(H) the Board shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or mortgagee or any representative or a Unit Owner or mortgagee 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 purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such special adjustment 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 the percentages set forth in Exhibit B hereof.

(I) the Board may, from time to time, adopt or amend such Rules and Regulations governing the operation, maintenance, beautification and the use of the Common Elements and the units, not inconsistent with the terms of this Declaration, as it sees fit, and the Unit Owners shall conform to, and abide by, such Rules and Regulations. Written notices of such Rules and Regulations shall be given to all Unit Owners and occupants. A violation of such Rules and Regulations shall be deemed a violation of the terms of this Declaration.

(J) whenever any notice whatever is required to be given under the provisions of this Declaration, or By-laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

(K) The Board or its agents or employees may enter any Unit when necessary, in connection with any painting, maintenance, repair, replacement or reconstruction of any Common Elements for which the Board has the right or duty to do. Such entry shall be made with as little inconvenience to the Unit Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

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

(M) an affirmative vote of not less than 2/3 (two-thirds) of the votes of Unit Owners at a meeting duly called for that purpose, shall be needed for (1) merger or consolidation of the Association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; (3) the purchase or sale of land or of units on behalf of all Unit Owners; and (4) levy of any special assessment of 5% of the annual budget.

ARTICLE VI ASSESSMENTS

6.1 ASSESSMENTS: Assessments are due the 1st of the month and must be paid by the 10th of the month. If an owner is in default in the monthly payment of the aforesaid charges of assessments for thirty (30) days, the Members of the Board shall have the right to take possession of the Unit pursuant to the Illinois Code of Civil Procedure (735 ILCS 5) Article IX and/or they may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there

shall be added to the amounts due, the costs of said suit, and other fees and expenses together with legal interest and reasonable attorney's fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and attorney fees as above provided, shall be and become a lien or charge against the Unit Ownership of the owner involved when payable and may be foreclosed by any action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the ACT; provided, however, that encumbrances owned or held by any bank, insurance company or lending institution shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses, only to the lien of all common expenses on the encumbered Unit Ownership which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of any interest in the Unit Ownership, or has a receiver appointed to a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such encumbrance.

6.2 **PURPOSE OF ASSESSMENTS:** The assessments levied by the Association shall be exclusively for the purposes of promotion of the recreation, health, safety, and welfare of Members of the Association, to administer the affairs of the Association and to pay the Common Expenses.

6.3 **CREATION OF A LIEN AND PERSONAL OBLIGATION:** Each Owner of a Unit by acceptance of ownership thereof, whether or not it shall be so expressed in any deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charge or payments, together with interest thereon and costs of collection, if any as herein provided, which shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge of payments, together with such interest and costs and attorney fees, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment becomes due.

6.4 **FORBEARANCE:** The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

6.5 **RESERVES:** The Association may segregate and maintain special reserve accounts to be used solely for maintaining the reserves. The Board shall determine the appropriate level of the reserve on a periodic review of the useful life of improvements to the Common Elements and property owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchaser of property to be used by the Association in connection with its duties hereunder.

6.6 **NO WAIVER:** No Owner may waive or otherwise escape liability for the assessments, other charges or payments provided for herein by nonuse, abandonment, or transfer of the Unit.

6.7 STATEMENT OF ACCOUNT: Upon ten (10) days' notice to the Board, and the payment of a reasonable fee fixed by the management company, any Unit Owner shall be furnished a statement of his account setting forth the amount of any prepaid assessments or other charges due and owing from such Owner, not to be confused with a Paid Assessment Letter which shall have a different amount charged.

ARTICLE VII
SALE, LEASING OR OTHER ALIENATION

7.1 SALE: Any Owner who wishes to sell his Unit Ownership shall give to the Board not less than thirty (30) days written notice of the terms of any contemplated sale, together with the name, address, sale price and financial character references of the proposed purchaser as the Board may reasonably require. The Members of the Board acting on behalf of the other owners shall, at all times, have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the receipt date of such notice. If said option is not exercised by the Board within thirty (30) days, the Owner may, at the expiration of said thirty (30) day period, and at any time within ninety (90) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Owner fails to close said proposed sale transaction within ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

(A) In the event of any resale of a Condominium Unit by an Owner, such owner shall obtain from the Board of Managers and shall make available for inspection to the prospective purchaser, upon demand, the following:

1. A copy of the Declaration, ByLaws, other condominium instruments and any Rules and Regulations.
2. A statement of any liens, including a statement of the account of the Unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of the condominium instruments.
3. A statement of any capital expenditures anticipated by the Unit Owner's Association within the current or succeeding two fiscal years.
4. A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Managers.
5. A copy of the statement of financial condition of the Unit Owner's Association for the last fiscal year for which statement is available.
6. A statement of the status of any pending suits or judgments in which the Unit Owner's Association is a party, not including suits where the Association is Plaintiff collecting assessment fees and costs.
7. A statement setting forth what insurance coverage is provided for all Unit owners by the Unit Owner's Association.
8. A statement that any improvements or alterations made to the unit, or the Limited Common Elements assigned thereto, by the prior Unit Owner are in good faith believed to be in compliance with the condominium instruments.

9. The identity and mailing address of the principal office of the Unit Owner's Association or of the other office or agent as is specifically designated to receive notices.

(B) The principal officer of the Unit Owner's Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within 30 (thirty) days of the request.

(C) Within 15 (fifteen) days of the recording of a mortgage or trust deed against a Unit Ownership given by the Owner of that Unit to secure a debt, the owner shall inform the Board of Managers of the Unit Owner's Association of the identity of the lender together with a mailing address at which the lender can receive notices from the Association. If a Unit Owner fails or refuses to inform the Board as required under subsection (c) then that Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorney fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or its Board of Managers to the Unit Seller for providing such information.

7.2 LEASING: The provisions of the Act, the Declaration, ByLaws, other Condominium Instruments and Rules and Regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed.

(A) The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board, not later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, an Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article 1X of the Code of Civil Procedure for failure of the Lessor-Owner to comply with the leasing requirements prescribed by this section or by the Declaration, ByLaws, and Rules and Regulations. The Board may proceed directly against a tenant, at law or in equity or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any Covenants, Rules, Regulations, or ByLaws.

7.3 GIFT: Any Owner who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplation date thereof together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The Members of the Board acting on the behalf of the other owners, shall, at all times, have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after the receipt of said written notice by the Board, the Board and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrator. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by

majority vote, the fair market value of the Unit Ownership or interest therein which the owner contemplates conveying by gift and shall thereupon give written notice of such determination to the owner and the Board. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's option to purchase the Unit Ownership or interest therein shall expire forty five (45) days after the date of receipt by it of written notice of such determination.

7.4 **DEVISE:** In the event any Owner dies leaving a Will devising his Unit Ownership, or any interest herein, and said Will is admitted to Probate, the Members of the Board acting on behalf of the other owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership, or interest therein, either from the devisee or devisees thereof named in said Will, or if a power of sale is conferred by said Will upon the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership, or interest therein, devised by the heirs or devisees of the deceased owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt of it of such notice if the personal representative who if the deceased owner is empowered to sell and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative as the case may be, within the said option periods.

7.5 **INVOLUNTARY SALE:** In the event any Unit Ownership 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 Board of his intention to do so, whereupon Members of the Board acting in behalf of the other owners shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(A) In the event any owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board 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 therefore against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VII hereof.

7.6 EXERCISE OF RIGHT OF FIRST REFUSAL OPTION: The Board, by the affirmative vote of at least three-fourths (3/4) of the Board Members, and upon not less than fifteen (15) days prior to written notice thereof to all the Owners, may exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein. The Board or its duly authorized representative, acting on behalf of the owners, by the affirmative vote of at least three fourths (3/4) of the Board Members, and upon not less than fifteen (15) days prior written notice thereof to all the owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any owner living or deceased, which said sale is held pursuant to an order or direction of a Court. The written notice to all the owners shall set forth the terms of the option to be exercised by the Board or it shall set forth a maximum price which the Board or its duly authorized to bid and pay for said Unit Ownership or interest therein. If within said fifteen (15) days, the voting Members for at least one-fourth (1/4) of the number of units shall file an objection it shall be deemed revoked and shall not be exercised by the Board. The Unit Ownership or interest therein which is subject to such option may thereupon be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7.7 EXCEPTIONS TO BOARD'S RIGHT OF FIRST REFUSAL

(A) The Board's right of first refusal as provided in this Article VII shall not apply to any sale, lease, gift, devise, or between Co-owners of the same Unit or to the Spouse, or to any lawful Children of the Owner, or any one or more of them, or to any Trustee of a Trust the sole beneficiary or beneficiaries of which are the Owner, the Spouse or lawful Child of the Owner, or any one or more of them. For purposes of this Article VII, unless otherwise specifically provided herein the word "Owner" shall include any Beneficiary of a Trust, Shareholder of a Corporation or a Partner of a Partnership holding a legal title to a Unit.

(B) The Board's right of first refusal shall not apply to any holder of the mortgage which comes into possession of the Unit. Any holder of the mortgage which comes into possession of the Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of Unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the Unit.

7.8 RELEASE OR WAIVER OF OPTION: Upon the written consent of at least one third (1/3) of the Board Members, any of the options contained in this Article VII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7.9 PROOF OF TERMINATION OF OPTION: A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VII as hereinabove set forth have been met by an owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be furnished by any owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee.

7.10 FINANCING OF PURCHASE UNDER OPTION

(A) Acquisition of Unit Ownerships or an interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each owner in the ration that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in of Article VI hereof and seek a mortgage against the funds of the Association.

(B) The Members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secure by an encumbrance or hypothecation of any portion of the property other than the Unit Ownership or interest therein to be acquired.

7.11 TITLE TO ACQUIRED INTEREST: Unit Ownerships or interest therein acquired pursuant to the terms of this Article shall be held of record in the name of the Members of the Board of Managers and their successors in office, or such nominee as they shall designate for the benefit of all the owners. Said Unit Ownerships or interest therein shall be sold or leased by the Board in such manner as the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the general ledger fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Article V Paragraph 5.18 (L) hereto.

7.12 GRANTEES: Each purchaser under Articles of Agreement for Deed, accepts the same subject to all easements, restrictions, conditions, covenants, reservation, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and the provisions of the Condominium Property Act, amended, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

(A) Each Unit Owner shall be a Member of such corporation, which membership shall terminate upon the sale or other disposition by such Member of his Unit Ownership, at which time the new Unit Owner shall automatically become a Member therein.

(B) The provisions of Article V of this Declaration shall be adopted as the By-laws of such Association.

(C) The Articles of Incorporation contains such terms, not inconsistent with this Declaration, as the Board shall deem desirable.

(D) The name of such corporation shall be HIDDEN LAKE ESTATES CONDOMINIUM ASSOCIATION.

ARTICLE VIII LENDER'S RIGHTS

8.1 NOTICE TO LENDERS: Each Owner shall notify the Association of the name and address of the lender of his Unit or its servicing agent, if any, and shall promptly notify the Association of any change in such information. The Association shall maintain a record of such information with respect to all Units. Any institutional holder of a first mortgage on a Unit will, upon request, be entitled to;

(A) inspect the books and records of the Association during normal business hours;
and

(B) receive an annual financial statement of the Association; and

(C) written notice of all meetings of the Owners Association and be permitted to designate a non-voting representative to attend all such meetings.

(D) the prior written approval of each institutional holder of a first mortgage (hereinafter called "first mortgage") lien on units will be required for the following:

1. The abandonment of the property, except for abandonment or termination provided by law in the case of substantial destruction by fire or casualty or in the case of a taking by condemnation or eminent domain;

2. Any material Amendment to the Declaration or to the ByLaws of the Owners Association, including, but not limited to, any Amendment which would change the percentage interests of the Unit Owners in the Association;

3. The effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the project.

8.2 TITLE THROUGH FORECLOSURE:

(A) Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure of a mortgage covering a Unit, such acquirer of title, its successors or assigns, shall not be liable for assessments by the Board, pursuant to the Act, it being understood, however, that the above shall not be construed to prevent the Board from filing and claiming liens for such assessments and enforcing same as provided by law, and that such assessments liens shall be subordinate to such mortgage.

No Unit may be partitioned or subdivided without the prior written approval of the holder of any first mortgage lien on such unit.

(B) In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such damage or destruction and no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

(C) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no Unit Owner or other party shall have priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

ARTICLE IX INSURANCE

9.1 **INSURANCE TRUSTEE/USE OF PROCEEDS:** The Board 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 Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$100,000 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or, in the event of any loss resulting in the destruction of the major portion of one or more units, the Board shall engage a corporate trustee as aforesaid, upon the written demand of the First Mortgagee or any Owner of any Unit so destroyed. The rights of the First Mortgagee under any standard mortgagee clause endorsement to such policies shall notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgagee clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or corporate trustee.

9.2 **REQUIREMENT OF FIDELITY INSURANCE:** The Association having over 30 (thirty) Units shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of an Association shall at all times maintain a separate account for each Association, provided, however, that for investment purposes, the Board of Managers of an Association shall authorize a management company to maintain the Association's reserve funds in a single interest bearing account of the Association. The management company shall at all times maintain records identifying all moneys of each Association in such investment account. The management

company shall hold all operating funds of Associations in a single operating account of each Association. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company.

9.3 POLICY: A policy or policies insuring the Board, the Unit Owners of the Association, the management agent, their employees and agents against any liability, incident to the ownership and/or use of those portions of the Common Elements not under the exclusive control or occupancy of the Units Owners, the liability under which insurance shall be not less than \$100,000 for any one person injured, \$500,000 for any one accident and \$25,000 for property damage, such amount as may be determined by the Board. The Unit Owners shall be included as additional insureds, but only with respect to that portion of the premises not reserved for their exclusive use.

9.4 OTHER INSURANCE: Workman's Compensation Insurance shall be obtained to the extent necessary to comply with any applicable laws and not mentioned by each vendor for the services of:

(A) landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces, windows and doors of the units, which the Unit Owners have the exclusive rights to use and occupy, which the respective Unit Owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements;

(B) providing materials, supplies, furniture, labor services, maintenance, repairs, structural alterations or assessments which the Board deems necessary or proper for the maintenance and operation of the property as a first class Association or for the enforcement of any restrictions or provisions contained herein;

(C) 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 Board constitute a lien against the property or against the Common Elements, rather than merely against the interests therein or 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 Board by reason of said lien or liens shall be specially assessed to said Unit Owners and shall, until paid by such 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 Condominium Property Act with respect to liens for failure to pay a share of the common expenses;

(D) maintenance and repair of any Unit or any other portion of the property which a Unit Owner is obligated to maintain or repair is necessary, in the discretion of the Board to protect the Common Elements, or any other portion of the property and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Unit Owner or owners; provided that the Board 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 or owners in the property, which lien may be perfected and foreclosed in the manner provided in the Condominium Property Act (765 ILCS 605/9(g)) with respect to liens for failure to pay a share of the common expenses.

9.5 OWNER'S RESPONSIBILITY: Each Unit Owner in the Condominium Association shall obtain and maintain insurance covering all improvements within the exterior wall enclosing the Unit and all improvements, equipment and personal property contained within the Unit. A copy of the policy shall be delivered to the Board, and that in the event that any Unit Owner fails to obtain such insurance coverage and specially assess the defaulting Unit Owner for the cost thereof.

9.6 WAIVER OF SUBROGATION: Except with respect to damage caused to any Unit or the personal property located therein, due to the act or omission of an Owner, the Association, its Directors and Officers, the manager and the managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this waiver and release is allowed by and does not invalidate any policies for such fire or other casualty insurance.

ARTICLE X SALE OF THE PROPERTY

10.1 SALE OF PROPERTY:

(A) Unless a greater percentage is provided for in the Declaration, ByLaws and 75% of the Unit Owners may, by affirmative vote at a meeting of Unit Owners duly called for such purpose, elect to sell the property. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the management company or Board of Managers within 20 (twenty) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the greater of:

1. The value of his or her interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner or;
2. The outstanding balance of any bona fide debt secured by the objecting Unit Owner's interest which was incurred by such Unit Owner in connection with the acquisition or refinancing of the Unit Owner's interest, less the amount of any unpaid assessments or charges due and owing from such Unit Owner.
3. The objecting Unit Owner is also entitled to receive from the proceeds of a sale under this section reimbursement for reasonable relocation costs, determined in the same manner as under Federal Uniform Relocation Assistance and Real Property Acquisition Polices Act of

1970, as amended from time to time, and as implemented by regulation promulgated under that Act.

(B) If there is a disagreement as to the value of the interest of a Unit Owner who did not vote in favor of the sale of the property, that Unit Owner shall have a right to designate an expert in appraisal or property valuation to represent him, in which case, the prospective purchaser of the property shall designate an expert in appraisal or property valuation to represent him, and both of these experts shall mutually designate a third expert in appraisal of the property valuation. The 3 (three) experts shall constitute a panel to determine by vote of at least 2 (two) of the Members of the panel, the value of that Unit Owner's interest in the property. The changes made by this amendatory Act of the 100th General Assembly apply to sales under this section that are pending or commenced on and after the effective date of this amendatory Act of the 100th General Assembly.

10.2 REMOVAL FROM THE PROVISIONS OF THE ACT: All of the Unit Owners may remove the property from the provisions of the Act by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the undivided interest of the Unit Owner. Upon such removal, the property shall be deemed to be owned in common by all the Owners. The undivided interest in the property owned in common which shall appertain to each Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Elements.

ARTICLE XI VIOLATION OF DECLARATION

11.1 VIOLATION: The violation of any restriction, condition or regulation adopted by the Board or the breach of any covenant or provision herein contained shall give the Board the right, in addition to any other rights provided for in this Declaration;

(A) To enter upon the unit, or any portion of the property upon which, or as to which, such violations 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 the Board, or its employees or agents, shall not thereby be deemed as 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.

Furthermore, if any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants of this Declaration or the regulations adopted by the Board and such violation shall not be cured within thirty (30) days after notice in writing from the Board or shall re-occur more than once thereafter, then the Board shall have the power to issue to the defaulting Unit Owner, a ten (10) day notice in writing to commence an action to prosecute a suit against said Owner or occupants in equity by the Board for a decree of mandatory injunction against the Unit Owner or occupants.

11.2 FAILURE TO ENFORCE: No terms, obligation, covenants, conditions, restrictions, or provisions imposed hereby or contained herein shall be abrogated or waived by any failure of the Board to enforce the same, no matter how many violations or breaches may occur.

11.3 ALTERNATE DISPUTE RESOLUTION; MEDIATION; ARBITRATION

(A) The Declaration or ByLaws of a Condominium Association shall require mediation or arbitration of disputes in which the matter in controversy has either no specific monetary value or a value of \$10,000 or less, other than the levying and collection of assessments, or that arises out of violations of the Declaration, ByLaws, or Rules and Regulations of the Condominium Association. A dispute not required to be mediated or arbitrated by an Association pursuant to its powers under this section, that is submitted to mediation or arbitration by the agreement of the disputants, is also subject to this section.

(B) The Illinois Uniform Arbitration Act shall govern all arbitrations proceeding under this section.

(C) The Uniform Mediation Act shall govern all mediations proceeding under this section.

(D) The Association may require the disputants to bear the costs of mediation or arbitration.

ARTICLE XII
AMENDMENTS

12.1 AMENDMENTS:

(A) Except as otherwise provided in the Act, the condominium instruments shall be amended as follows:

1. Upon the affirmative vote of 2/3 (two-thirds) of those voting or upon the majority specified by the condominium instruments, provided that in no event shall the condominium instruments require more than a three-quarters vote of all Unit Owners; and

2. With the approval of, or notice to, any mortgagees or other lienholders of record, if required under the provisions of the condominium instruments. If the condominium instruments require approval of any mortgagee or lienholder of record and the mortgagee or lienholder of record receives a request to approve or consent to the amendment to the condominium instruments, the mortgagee or lienholder of record is deemed to have approved or consented to the request unless the mortgagee or lienholder of record delivers a negative response to the requesting party within 60 (sixty) days after the mailing of the request. A request to approve or consent to an amendment to the condominium instruments that is required to be sent to a mortgagee or lienholder of record shall be sent by certified mail.

(B) If there is an omission, error, or inconsistency in a condominium instrument, such that a provision of a condominium instrument does not conform to this Act or to another applicable statute, the Association may correct the omission, error, or inconsistency to conform the condominium instrument to the Act or to another applicable statute by an amendment adopted by vote of 2/3 (two-thirds) of the Board of Managers, without a Unit Owner vote. A provision in a condominium instrument requiring or allowing Unit Owners, mortgagees, or other lienholders of record to vote to approve an amendment to a condominium instrument, or for the

mortgagee or other lienholders of record to be given notice of an amendment to a condominium instrument, is not applicable to an amendment to the extent that the amendment corrects an omission, error, or inconsistency to conform the condominium instrument to the Act or to another applicable statute.

ARTICLE XIII
MISCELLANEOUS

13.1 DISPLAY OF AMERICAN FLAG OR MILITARY FLAG:

(A) Notwithstanding any provision in the Declaration, ByLaws, Rules, Regulations, or agreement of other instruments of a Condominium Association, a Board may not prohibit the display of the American flag or a military flag, or both, on or within the Limited Common Areas and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. A Board may adopt reasonable Rules and Regulations, consistent with Sections 4 through 10 of Chapter 1 or Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a Board may adopt reasonable Rules and Regulations regarding the placement and manner of display of a military flag. A Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the Limited Common Areas and facilities of a Unit Owner or on the immediate adjacent exterior of the building in which the Unit of a Unit Owner is located, but a Board may adopt reasonable Rules and Regulations regarding the location and size of flagpoles.

(B) As used in this section:

“American flag” means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but “American Flag” does not include a depiction or emblem of the American Flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

“Military Flag” means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but “Military Flag” does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving material, flora, or balloons, or any other similar building, landscaping, or decorative component.

13.2 GENDER NEUTRALITY: All words herein in the masculine gender shall be deemed to include the feminine or neuter gender, all singular words shall include the plural, and all plurals shall include the singular.

13.3 SEVERABILITY: The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction 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.

13.4 TRUSTEE: In the event title to any Unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries thereunder from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or in the title of such real estate.

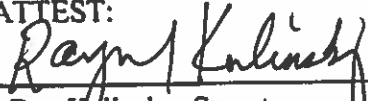
13.5 VIOLATION OF CERTAIN RULES: If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of:

- (A) The Rule Against Perpetuities or some analogous statutory provisions; or
- (B) The Rule Restricting Restraints or alienations; or
- (C) any other statutory or common law rules imposing time limits; then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Lori Lightfoot, Mayor of Chicago, and Joseph R. Biden Jr., President of the United States.

IN WITNESS THEREOF, the said Board of Directors on behalf of 2/3 vote of the Unit Owners, and 100% of the Board vote pursuant to Article XII of the Declaration, has caused its corporate seal to be affixed hereunto and has caused its name to be signed by these presents by its President and attested by its Secretary this 10th day of November, 2021.


Paul P. Morgan, President

ATTEST:


Ray Kalinsky, Secretary

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, EILEEN S. THOME a Notary Public in and for said County and said State, do hereby certify that PAUL P. MORGAN as President of Hidden Lake Estates Condominium Association and RAY KALINSKY as Secretary of Hidden Lake Estates Condominium Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of NOVEMBER 2021.



Eileen S. Thome
Notary Public

EXHIBIT "A"
TO

AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP AND OF EASEMENTS,
RESTRICTIONS AND COVENANTS
FOR
HIDDEN LAKE ESTATES CONDOMINIUM
PALOS HILLS, ILLINOIS

Doc# 2026317029 Fee \$93.00

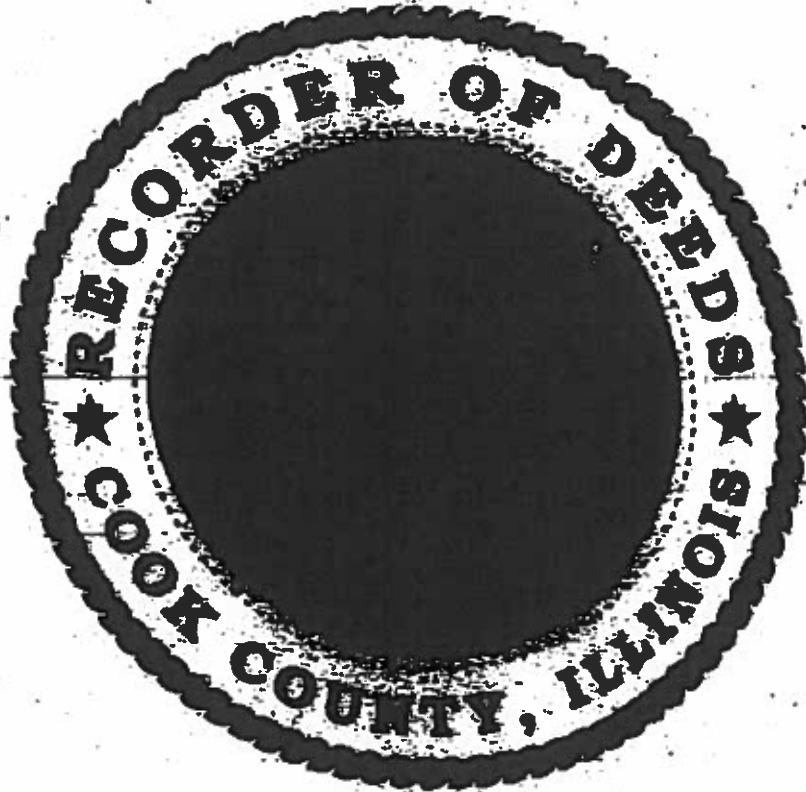
RHSP FEE: \$9.00 RPAF FEE: \$1.00

EDWARD N. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 09/24/2020 04:15 PM PG: 1 OF 7

COOK COUNTY RECORDER OF DEEDS
EXHIBIT
ATTACHED TO DOCUMENT



1 exhibit
6-11
93.00

IMAGE STORED IN PLAT INDEX DATABASE

EXHIBIT "B"
TO
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
HIDDEN LAKE ESTATES CONDOMINIUM
PALOS HILLS, ILLINOIS

<u>UNIT</u>	<u>PERCENTAGE INTEREST IN COMMON ELEMENTS</u>
1	1.9608%
2	1.9608%
3	1.9608%
4	1.9608%
5	1.9608%
6	1.9608%
7	1.9608%
8	1.9608%
9	1.9608%
10	1.9608%
11	1.9608%
12	1.9608%
14	1.9608%
15	1.9608%
16	1.9608%
17	1.9608%
18	1.9608%
21	1.9608%
22	1.9608%
23	1.9608%
24	1.9608%
25	1.9608%
26	1.9608%
27	1.9608%
28	1.9608%
29	1.9608%
30	1.9608%
29A	1.9608%
30A	1.9608%
31A	1.9600%
31	1.9608%
32	1.9608%
33	1.9608%
34	1.9608%
35	1.9608%
36	1.9608%
37	1.9608%
38	1.9608%
39	1.9608%
40	1.9608%
41	1.9608%
42	1.9608%
43	1.9608%
44	1.9608%
45	1.9608%
46	1.9608%
47	1.9608%
48	1.9608%
49	1.9608%
50	1.9608%
53	<u>1.9608%</u>
	100.0000%

EXHIBIT "C"
TO
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
HIDDEN LAKE ESTATES CONDOMINIUM ASSOCIATION
PALOS HILLS, ILLINOIS

LEGAL DESCRIPTION

UNIT NUMBERS 1 THROUGH 29, 29A, 30, 30A, 31, 31A, 32 THROUGH 50 AND 53 UNDER PROVISIONS OF THE DECLARATION DATED APRIL 11, 1980 AND AS AMENDED AND RESTATED ON NOVEMBER 10, 2021 AND AS ADDITIONALLY DESCRIBED AS:

THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 22 AND THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 23, BOTH TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF W. 111TH STREET AND THE EAST LINE, AS MONUMENTED, OF THE WEST 925.01 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 88 DEGREES 2 MINUTES 37 SECONDS EAST, ALONG SAID SOUTH LINE, 176.65 FEET TO THE WEST LINE OF THE EAST 224.87 FEET OF SAID NORTHEAST QUARTER OF SECTION 22; THENCE SOUTH 1 DEGREE 52 MINUTES 24 SECONDS EAST, ALONG SAID WEST LINE, 453.00 FEET TO THE SOUTH LINE OF THE NORTH 503.00 FEET OF SAID NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 88 DEGREES 2 MINUTES 37 SECONDS EAST, ALONG SAID SOUTH LINE, 224.87 FEET TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 22; THENCE NORTH 1 DEGREE 52 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE 53.00 FEET TO THE SOUTH LINE OF THE NORTH 450.00 FEET OF SAID NORTHWEST QUARTER OF SECTION 23. THENCE NORTH 88 DEGREES 5 MINUTES 52 SECONDS EAST, ALONG SAID SOUTH LINE, 600.00 FEET TO THE EAST LINE OF THE WEST 600.00 FEET OF SAID NORTHWEST QUARTER OF SECTION 23; THENCE NORTH 1 DEGREE 52 MINUTES 24 SECONDS WEST, ALONG SAID EAST LINE, 400.00 FEET TO THE SOUTH LINE OF W. 111TH STREET; THENCE NORTH 88 DEGREES 5 MINUTES 52 SECONDS EAST, ALONG SAID SOUTH LINE, 201.17 FEET TO THE WEST LINE OF A 50 FOOT STRIP DEDICATED FOR HIGHWAY PURPOSES BY DOCUMENT 10627385; THENCE SOUTH 2 DEGREES 21 MINUTES 56 SECONDS EAST, ALONG SAID WEST LINE, 614.43 FEET TO THE NORTHERLY RESERVE LINE OF THE CALUMET SAG FEEDER CANAL, AS MONUMENTED AND RECORDED; THENCE SOUTHWESTERLY, ALONG SAID NORTHERLY RESERVE LINE, FOR THE FOLLOWING SIX COURSES AND DISTANCES; SOUTH 63 DEGREES 41 MINUTES 17 SECONDS WEST 122.99 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 66 DEGREES 41 MINUTES 33 SECONDS WEST 163.01 FEET; THENCE SOUTH 72 DEGREES 41 MINUTES 28 SECONDS WEST 259.80 FEET; THENCE SOUTH 79 DEGREES 57 MINUTES 28 SECONDS WEST 162.70 FEET TO AN IRON PIPE FOUND; THENCE SOUTH 83 DEGREES 22 MINUTES 59 SECONDS WEST 131.72 FEET TO AN IRON PIPE FOUND ON THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 22; THENCE SOUTH 82 DEGREES 49 MINUTES 20 SECONDS WEST 400.06 FEET TO AN IRON PIPE FOUND ON AFORESAID EAST LINE, AS MONUMENTED, OF THE WEST 925.01 FEET OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH 1 DEGREE 57 MINUTES 3 SECONDS WEST, ALONG SAID EAST LINE, 862.02 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS:

23-22-200-111-1001	23-22-200-111-1017
23-22-200-111-1002	23-22-200-111-1018
23-22-200-111-1003	23-22-200-111-1027
23-22-200-111-1004	23-22-200-111-1028
23-22-200-111-1019	23-22-200-111-1054
23-22-200-111-1020	23-22-200-111-1055
23-22-200-111-1021	23-22-200-111-1040
23-22-200-111-1022	23-22-200-111-1041
23-22-200-111-1042	23-22-200-111-1053
23-22-200-111-1043	
23-22-200-111-1034	
23-22-200-111-1035	
23-22-200-111-1029	
23-22-200-111-1005	
23-22-200-111-1006	
23-22-200-111-1007	
23-22-200-111-1008	
23-22-200-111-1036	
23-22-200-111-1037	
23-22-200-111-1009	
23-22-200-111-1010	
23-22-200-111-1011	
23-22-200-111-1012	
23-22-200-111-1023	
23-22-200-111-1024	
23-22-200-111-1025	
23-22-200-111-1026	
23-22-200-111-1046	
23-22-200-111-1047	
23-22-200-111-1048	
23-22-200-111-1030	
23-22-200-111-1031	
23-22-200-111-1038	
23-22-200-111-1039	
23-22-200-111-1013	
23-22-200-111-1014	
23-22-200-111-1049	
23-22-200-111-1050	
23-22-200-111-1015	
23-22-200-111-1016	
23-22-200-111-1032	
23-22-200-111-1033	