

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS,  
CONDITIONS AND EASEMENTS  
FOR  
SALCEDA MANOR HOMEOWNERS  
ASSOCIATION**



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KAREN A. YARBROUGH

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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
SALCEDA MANOR**

This Amended and Restated Declaration is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by SALCEDA MANOR ASSOCIATION with the approval of the Board of Directors pursuant to Section 1-60 of the Illinois Common Interest Community Association Act; and

**RECITALS**

WHEREAS, the original Declaration of Ownership for the Salceda Manor Homeowners Association ("Declaration") was recorded with the Cook County Recorder of Deeds on October 8, 1976, as Document No. 23667570, against a certain parcel of real estate described in Exhibit A, as amended from time to time;

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

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

WHEREAS, Salceda Manor Association is a not-for-profit corporation and common interest association subject to the Illinois Common Interest Community Association Act ("CICAA") and the General Not-for-Profit Corporation Act; and

WHEREAS, Salceda Manor Association is governed by a Board of Directors (the "Board"); and

WHEREAS, Section 1-60 of CICAA, 765 ILCS 160/1-60, gives the Board the authority to amend the Declaration to correct any error, omission or inconsistency in the Declaration as well as to conform the Declaration to CICAA and other applicable statutes; and

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

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

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

## **ARTICLE I**

### **DEFINITIONS**

Section 1.01. "Acceptable Technological Means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Section 1.02. "Association" shall mean and refer to the Salceda Manor Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 1.03. "Board" shall mean the Board of Directors of the Association as constituted at any time or from time-to-time, in accordance with the applicable provision of the Bylaws.

Section 1.04. "Building" shall mean all structures, attached or unattached containing one or more units.

Section 1.05. "Bylaws" shall mean the Bylaws of the Salceda Manor Homeowner's Association, a copy of which is attached as Exhibit "C" hereto and by this reference made a part hereof.

Section 1.06. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members of the Association, and shall include all parts of the Property other than the Lots and Garage Units. The common area owned by the Association is hereinafter legally described in Exhibit "B" attached hereto and by this reference made a part hereof.

Section 1.07. "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household in a Townhouse Unit.

Section 1.08. "Garage Unit" shall mean a portion of the Property located within a building not on a Lot, intended and to be used primarily for the parking of a single passenger vehicle and which may be used for storage purposes, subject to the rules and regulations of the Association.

Section 1.09. "Limited Common Area" shall mean those portions of the Common Area which are adjacent to a Lot and which are designated in this Declaration as being reserved for the exclusive use of a certain Townhouse Unit to the exclusion of other Townhouse Units including driveways, sidewalks, mailboxes and patios.

Section 1.10. "Lot" for the purpose of this Declaration shall mean and refer to a portion of a platted lot designated as such upon the recorded subdivision map of the Property and upon which lot a Townhouse Unit is constructed.

Section 1.11. "Member" means the person or entity designated as an owner and entitled to one vote as defined by the community instruments.

Section 1.12. "Occupant" shall mean any person or persons other than the owner in

possession of a Townhouse unit and/or Garage Unit.

Section 1.13. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.14. "Property" shall mean and refer to that certain real estate described in Exhibit "A".

Section 1.15. "Townhouse Unit" shall mean a portion of the Property which includes a residential housing unit which is part of a Building, consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined.

Section 1.16. "Electronic Transmission" means 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.

## **ARTICLE II** **MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as a security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership.

## **ARTICLE III** **PROVISIONS RELATING TO THE COMMON AREA**

Section 3.01 - Easements. Every Member shall have a right and easement of ingress and egress in, over, upon and to the Common Area and the Common Area shall be held for the use and benefit of each Member, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of the Owners.
- (b) The following portions of the Property are hereby designated as Limited Common Areas and are reserved for the exclusive use of the Owner of a particular Townhouse Unit adjacent or appurtenant thereto: driveways, mailboxes, patios and those portions of sidewalks which serve only a single Townhouse Unit. The right to use a Limited Common Area which is assigned to a Townhouse Unit shall be appurtenant to and shall-run with title to the Townhouse Unit.

Section 3.02 - Improvements. There shall be upon the Common Area such driveways or portions thereof, private streets and walks as shall be necessary to provide ingress and egress to and from the Lots for the use and benefit of the owners of the Lots and their guests and invitees, and such landscaping, other private streets and walks, benches and spaces for the parking of motor vehicles as the Board shall from time-to-time determine. There may also be upon the Common Area such facilities for the housing of tools, vehicles and equipment, and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time-to-time.

Section 3.03 - Fences. There may be upon the Common Area fences of such design as the Association shall determine from time- to-time, and as shall be in conformity with all applicable governmental laws, ordinances and regulations, at or near the perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the Association shall determine.

Section 3.04 - Village of Northbrook Rights. An irrevocable license and easement is hereby granted to the Village of Northbrook to go upon the Property at any time and from time-to-time for the purpose of maintenance and repair of water, sewage and any other facilities under the control of said Village and for the purpose of providing police and fire protection services.

Section 3.05 - Delegation. Any Member may delegate, in accordance with the Bylaws, his right of ingress and egress to the Common Area to the members of his family, Occupants, guests, or contract purchasers who reside on the Property.

Section 3.06 - Association's Access.

- (a) The Association shall have the right and duty to build, construct, reconstruct, repair and maintain the Common Area.
- (b) The Association shall have the right of ingress and egress over and upon the premises for any and all purposes connected with the use, maintenance, construction, operation, repair and reconstruction of the Common Area.
- (c) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Area and for the health, comfort, safety and general welfare of persons using the Common Area.

Section 3.07 - Utility Easements. Notwithstanding any provision herein to the contrary, the easements hereinafter created shall be subject to easements of record, including those easements granted on the Plat of Subdivision recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 23622587, and any easements which may hereafter be granted by the Association to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, or any other utility services serving any Lot.

Section 3.08 - Encroachment. In the event that any part of any Townhouse Unit encroaches or shall hereafter encroach upon any part of any other Lot, valid easements for the maintenance of

such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Townhouse Unit of another Owner and if it occurred due to the willful conduct of any Owner.

**ARTICLE IV**  
**MAINTENANCE OF COMMON AREA, TOWNHOUSE UNITS AND GARAGE UNITS**

Section 4.01 - Association Duties.

- (a) The Association shall determine the need for and shall cause to be performed all maintenance to the Common Areas, Limited Common Areas and exteriors, and structural components (including foundations) of the Townhouse Units and Garage Units, including without limitation, painting and tuckpointing thereof, at such intervals as shall be prudent, except that an owner shall be responsible for maintenance, repair and replacement of the patio adjacent to the Owner's Townhouse Unit.
- (b) The Association shall perform all maintenance, improvement and repair of the grounds and landscaping of the Townhouse Units and Garage Units situated without the exterior walls thereof (including the gas lights and mailboxes) to all intents and purposes as though said grounds were a part of the Common Area.
- (c) The Association shall determine the need for and shall carry out or cause to be performed all such maintenance and repair of all water, sewer, gas and electrical lines incorporated in and forming a part of the Townhouse Units and/or Garage Units as originally constructed that service more than one Townhouse Unit and/or Garage Unit, but this shall not include the maintenance or repair of any furnaces; water heaters, stoves, refrigerators, washing machines or household appliances, sun pumps, interior surfaces of windows and patio doors, electrical fixtures, air conditioners and compressors, patios, or any other portion of said unit which services only one Townhouse Unit or the interior of any Townhouse Unit or portion thereof.
- (d) Maintenance and replacement of doors and windows shall be the Owner's responsibility except as set forth herein.
- (e) If due to the act or neglect of the Unit Owner, or of a member of his family or of a guest or invitee of such Unit Owner, damage shall be caused to the Common Area or to a Townhouse Unit owned by others, maintenance, repairs, or replacements shall be required by the Association which would otherwise be a Common Expense, then such owner shall pay for such damage and such maintenance, repairs and replacements to the extent not covered by insurance. In the event such Owner shall fail to pay for damages as set forth in this Subsection, the Association may pay for the damages and/or make the necessary maintenance repairs and replacements, and the costs associated therewith shall become a lien upon the Owner's Lot in the same



manner as provided in Article V hereof for nonpayment of maintenance assessments.

Section 4.02 - Taxes. The Association shall pay as agent and on behalf of the Owners and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the Common Area or any part thereof.

Section 4.03 - Owner Duties.

- (a) Each Owner shall have the obligation to clean and maintain in good condition the glass surfaces and windows adjacent to his Townhouse Unit.
- (b) Each Owner shall have the obligation to repair and maintain in good condition the patio adjacent to his Townhouse Unit.
- (c) Each Owner shall have the obligation to maintain in good condition and repair the interior portion of his Garage Unit, including the interior surface and operating mechanism of the garage door.
- (d) In the event of any damage to a Townhouse Unit caused by or through the Association's failure to maintain and repair the Townhouse Units as set forth in this Section, or as a direct result of Association repairs, then the Association shall reimburse the Owner to the extent said damage is not covered by the Owner's insurance.
- (e) Upon the failure of any Owner to maintain those areas of the Townhouse Units or patios not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter upon the Lot and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Lot in the same manner as provided in Article V hereof for nonpayment of maintenance assessments.

Section 4.04 - Landscaping. The Association shall provide for the maintenance of the landscaping on the Property. Owners may plant additional or other landscaping material, subject to the approval of the Board as set forth in section 4.07 below.

Section 4.05 - Water. The Association shall have the right to draw water from individual Townhouse Units as required for the efficient performance of its duties hereunder. The Association shall pay for all water bills incurred on the Property and each Owner shall be assessed for an equal share of said bills.

Section 4.06 - Snowplowing. The Association shall provide for the removal of snow from the walks and driveways that are constructed on the Property as is reasonably practical.

Section 4.07 - Architectural Control. No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the Property except such as are installed or approved by the Association, nor shall any exterior addition to or change or alteration

therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, and the grading plan and landscape plan shall have been submitted to and approved in writing by the Board. In the event the Board, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this section will be deemed to have been fully complied with.

**ARTICLE V**  
**COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 5.01 - Assessments. Each Owner of any Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements or such other improvements upon the Property, such assessments to be fixed, established and collected from time-to-time as hereinafter provided. The annual and special assessments, together with such interest and late fees as determined by the Board and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Section 5.02 - Purpose. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and of the maintenance of the exteriors of the Lots (except as otherwise provided herein). In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual owners shall be paid for by the Association from the maintenance fund. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service.

Section 5.03 - Preparation or Estimated Budget; Monthly Assessment; Annual Accounting. At least thirty (30) days but not more than sixty (60) days prior to the annual meeting of members, the Board shall provide the Owners with an itemized estimate of the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will be required during the ensuing fiscal year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary 'for a reserve for contingencies and replacements, and shall notify each Owner in writing as to the monthly assessment for the ensuing fiscal year. The monthly assessment shall be assessed equally among all of the Owners. As of April 1, of each fiscal year, and the first day of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, the monthly assessment made pursuant to this section 5.03. The Association must also supply the Owners within ninety (90) days after the end of each fiscal year, an itemized accounting of the expenses for the preceding fiscal year actually incurred and paid by the Association, together with the amounts collected from the Owners pursuant to assessments made during such year or otherwise and any other income.

Section 5.04-Separate Assessments. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Boards action, shall call a meeting of the Members within Thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

Section 5.05- Separate Assessments Payable Over Multiple Years. The Board may adopt separate assessments payable over more than one fiscal year. The entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

Section 5.06 - Special Assessment. The Board shall build up and maintain a reasonable reserve for authorized capital expenditures, contingencies and replacements ("Extraordinary Expenditures") not originally included in the annual estimate. Extraordinary Expenditures which may become necessary during the year shall be charged first against such reserve. If such reserve proves inadequate for any reason, including non-payment of an Owner's assessment, the Board may, at any time, levy a special assessment. The Board shall serve notice of a special assessment on all such Owners by a statement in writing giving the amount and reasons therefore. All special assessments shall be assessed equally among all the owners.

Section 5.07-Emergency Assessments. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

Section 5.08 - Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimated budget on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the monthly and/or special assessments, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly assessment at the then existing monthly rate established for the previous period.

Section 5.09 - Certificate of Payment. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment.

Section 5.10 - Status of Collected Funds. The Association shall have the authority to establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act. All funds collected hereunder shall be held and expended for the purposes designated herein, and shall be deemed to be held in trust for the benefit, use and account of all the Owners. All funds not otherwise employed

shall be deposited from time-to-time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 5.11 - Remedies for Failure to Pay Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, it shall be subject to a late fee as determined by the Board from time-to-time by resolution, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and late fees, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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 late fees, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against the real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at a foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

Section 5.12- Forcible Entry and Detainer. In addition to the rights and remedies set forth in section 5.08, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after notice to said Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare said default a Forcible Detainer of the Dwelling Unit and shall have the right, on behalf of the other Owners, to enter and take possession of the Townhouse Unit from said defaulting Owner, to put out the Owner, or any Occupant claiming by, through or under the Owner, and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer Provisions of the Illinois Code of Civil Procedure, as amended.

Section 5.13 - Mortgagee Rights. The lien for assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the Lots prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any liens herein provided which accrue prior to the recording of such deed.

## **ARTICLE VI** **INSURANCE**

Section 6.01 - Casualty Insurance. The Board shall have the authority to and shall obtain insurance for the Property exclusive of interior additions, improvements and decorating made to the Townhouse Units and Garage Units by the Owners, against loss or damage by fire and such other hazards as the Board may deem desirable for the full insurable replacement cost of the Common Area and the Townhouse Units and Garage Units. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to the Association, as the trustee for each of the Owners and the holders of mortgages on such Units, if any. The policy of insurance shall also contain an endorsement waiving subrogation rights by the insurer against individual Owners, if

available. Premiums for such insurance shall be borne by the Association.

Section 6.02 - Damage. All repair, restoration or rebuilding pursuant to the provisions of this Article VI shall be carried out under such supervision and direction as the Board shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Townhouse Unit and/or Garage Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

Section 6.03 - Liability Insurance. The Association shall obtain comprehensive public liability insurance, workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, mortgagee of record, if any, the Association, its officers, Board and employees, the Trustee, the Beneficiary, the Managing Agent of the Property, if any, as the case may be, from liability in connection with the Property. The Owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. Premiums for such insurance shall be borne by the Association. The Board shall also have the authority to and may obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable and the premiums therefore shall be borne by the Association.

Section- 6.04 - Insurance by Owners. Each Owner shall be responsible for his own insurance on the contents of his own Townhouse Unit and Garage Unit, his additions and improvements thereto, any decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and for his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided.

Section 6.05-Subrogation and Waiver. Each Owner agrees to a waiver of subrogation provision in any of the foregoing policies obtained and maintained by the Board and, further, agrees to execute evidence thereof at the request of the Board or any insurer. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, and their respective employees and agents, for damage to the Common Area, the Townhouse Units and Garage Units, or to any personal property located in the Townhouse Units and Garage Units or Common Area, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance carried to cover the loss or which is the responsibility of the owners to carry hereunder.

Section 6.06-Fidelity Insurance. The Board shall obtain and maintain fidelity insurance covering the Board, its officers and committeeman for the maximum amount of coverage that is commercially available or reasonable required to protect funds in the custody or control of the Board, its officers and committeeman. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the association and a management company.

## **ARTICLE VII** **USE RESTRICTIONS**

Section 7.01 - Residential Use. The Lots shall be used only for residential purposes, as a private residence, and no industry, business or occupation of any kind, other than a "Home Occupation, as defined herein, shall be conducted, maintained or permitted on any part of the Property. A Home Occupation is defined as an accessory use of a business or commercial nature in a Townhouse Unit engaged in by a member or members of the immediate Family residing on the premises. The use must be incidental and secondary to the principal residential use of the Townhouse Unit and must not change the residential character of the Townhouse Unit or adversely affect the character of the Property or any portion thereof. No Home Occupation shall display or create any external evidence of its operation, nor shall any Home Occupation be operated from a Garage Unit or from a garage portion of a Townhouse Unit.

Section 7.02-Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence at any time, either temporarily or permanently.

Section 7.03-Signs. Advertising signs are prohibited except that one "For Sale" sign may be placed in front of a Townhouse Unit, and one "Open House" sign may be placed at the entrance to the Property on weekends. All signs shall be subject to Rules and Regulations adopted by the Board.

Section 7.04-Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and subject to any Rules and Regulations adopted by the Board.

Section 7.05-Garbage. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Townhouse Units and streets and shall be deposited in such areas and such receptacles as shall be designated by the Board. Notwithstanding the foregoing, rubbish, trash and garbage shall not be placed in front of the Townhouse Unit prior to 6:00 a.m. on designated days for municipal waste removal, and shall be kept in sealed containers.

Section 7.06-Building Exteriors. There shall be no change in any exterior color of any Townhouse Unit or Garage Unit without the prior written approval of the Board. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Building Exterior or the Common Area.

Section 7.07-Antennas. Without prior written authorization of the Board, no television or radio-antennas of any sort shall be placed, allowed or maintained on the exterior of any Building or any portion of the exterior of the improvements located on the Property, nor upon any structure situated upon the Property.

Section 7.08-Nuisance. No nuisance, noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Townhouse Units.

Section 7.09-Easements. Each Lot is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Lot for reasonable inspection thereof from time-to-time and for the purpose of carrying out any and all of the obligations and functions with respect to such Lot and the Townhouse Unit and/or Garage Unit located thereon as are herein imposed upon or permitted to the Association, Each Lot is further declared to be subject to an easement in favor of any adjoining Lot to the extent necessary to permit the maintenance, supply, repair, and servicing of utility services to the various Lots and Townhouse Units and/or Garage Units located thereon.

Section 7.10-Rules and Regulations. The Board may adopt such Rules and Regulations from time-to-time governing the use and enjoyment of the Common Area and the use of the Lots as the Board, in its sole discretion, deems appropriate or necessary, Copies of the Rules and Regulations shall be provided to all Owners.

Section 7.11-Parking. Parking areas and driveways shall be used for parking operable passenger vehicles only and shall not be used for campers, trailers, vans, snowmobiles, boats, commercial vehicles or for any other purpose. The Board may authorize such vehicles parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Lot of the Owner of the vehicle in the same manner as provided in Article V hereof for non-payment of maintenance assessments.

Section 7.12- Limits on Lease Terms. (a) Notwithstanding any forgoing provisions of this declaration to the contrary, rental or leasing of any portion of a Lot, including but not limited to a Townhouse Unit or Garage Unit, is expressly prohibited except as hereinafter provided

(b) The term “leasing of a Lot” includes a transaction where the title holder of a Lot, who does not reside therein permits its occupancy by person not on title regardless of whether a formal written lease exists or if consideration is paid therefore. Additionally, the term “leasing of Lots” shall include any transaction wherein possession of a Lot is provided prior to transfer of title. Notwithstanding any other provision contained herein to the contrary, in no event shall an Owner: (i) lease less than the entire Lot; (ii) lease a Lot for less than one (1) year, except as provided otherwise in sub-section (c) below; or (iii) lease a Lot for hotel or transient purposes. Occupancy of a Lot by immediate family members is permitted so long as prior approval is obtained from the Board of Directors in the same manner set forth in sub-section (c) below. “Immediate family members” shall be defined as parents, grandparents, children, grandchildren and siblings of an Owner.

(c) Hardship: If a hardship, as determined by the Board of Directors exists, the Owner may apply for a hardship waiver of the leasing restrictions set forth herein in the following manner:

(i) The Owner must submit a request in writing to the Board of Directors requesting six (6) month hardship waiver of this Section, setting forth the reasons why they are entitled to same.

(ii) If, based on the data supplied to the Board of Directors by the Owner, the Board finds that a reasonable hardship exists, the Board may grant a waiver in six (6) month increments. Any lease entered into shall be in writing and for a period of six (6) months and no longer. The

lease must also contain a provision that failure by the Tenant or the Owner to abide by the Declaration, By-Laws, other condominium instruments, if any, and Rules and Regulations (hereafter the “governing documents”) if the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors. All decisions of the Board shall be final.

(iii) Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy, whichever occurs first.

(iv) All Tenants shall acknowledge in writing that they have received copies of the governing documents of the Association and a copy of the written receipt shall be submitted to the Board of Directors.

(v) In the event an Owner has been granted hardship status, they must reapply within thirty (30) days of the expiration of each hardship period if they wish to request an extension.

(d) The provisions of this Act, the Declaration, Bylaws, other community instruments, and Rules and Regulations that relate to the use of an individual Unit or the Common Areas shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed on or after the effective date of this Act. Unless otherwise provided in the community instruments, with regard to any lease entered into subsequent to the effective date of this Act, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In the event an Owner or tenant shall violate any provision set forth herein, in the governing documents or in the Acts referenced above, said Owner or Tenant may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

(e) In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Acts or governing documents, the Board shall have all rights and remedies including but not limited to the right to maintain an action for the possession against the Owner and/or their tenant under 735 ILCS 5/9-111 and action for injunctive and other equitable relief or an action at law for damages.

(f) Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys’ fee at the time they are incurred by the Association.

(g) All unpaid charges including legal fees as a result of the foregoing shall be deemed to be a lien against the Lot and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.

(h) This Amendment shall not prohibit the Board from leasing any Lot owned by the Association or any Lot which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

(i) In the event a Lot is subject to a lease on the effective date of this amendment, and



such lease is properly on file with the Association, the Owners may continue to lease such Lot to the existing Tenant for one (1) year from the effective date of this Amendment or for the remainder of the existing lease term, whichever occurs first and thereafter may renew such lease to the existing tenant, so long as all renewals of such lease are properly on file with the Association and prior approval is obtained from the Board in the same manner set forth in subsection (c) above; however, at no point shall any new leases to new tenants be permitted except as otherwise permitted herein in this Section.

Section 7.13 – Sale of a Townhouse. In the event of any sale or resale of a Townhouse within the Association by an Owner the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

- (a) A copy of the Declaration, Bylaws, and any Rules and Regulations.
- (b) A statement of any liens, including a statement of the account of the Townhouse setting forth the amounts of unpaid assessments and other charges due and owing.
- (c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (d) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.
- (e) A copy of the statement of financial conduct of the Association for the last fiscal year for which such statement is available.
- (f) A statement of the status of any pending suits or judgments in which the Association is a party.
- (g) A statement setting forth what insurance coverage is provided for all Townhouse Owners by the Association for common properties.

The principal officer of the Board shall furnish the above information within thirty (30) days after receiving a written request for such information. A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the Townhouse seller for providing the information.

## **ARTICLE VIII** **PARTY WALLS**

Section 8.01 - Party Wall. With respect to any building containing two (2) or more Townhouse Units and/or Garage Units under one roof, each wall which is built as part of the original construction of the Townhouse Units and/or Garage Units and placed on the dividing line between the Townhouse Units and/or Garage Units, shall constitute a party wall and to the extent not inconsistent with the provisions of this Article VIII, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 8.02 - Cross-Easements. The title of each Owner to the portion of each party wall within such Townhouse Unit and/or Garage Unit is subject to across easement in favor of the adjoining Owner for joint use of said wall.

Section 8.03 - Repair. In the event it is necessary to repair or rebuild any party wall or portion thereof, the expense shall be divided equally between the two adjoining Owners. However, if such repairs or rebuilding are caused by the act, intentional or accidental, of one adjoining Owner, said Owner shall bear the full cost. If repairs or reconstruction are required only on that portion of a party wall falling entirely within a Townhouse Unit and/or Garage Unit, the cost shall be borne entirely by the Owner on whose side the damage occurred. Each Owner covenants that he shall not impair the party wall for purposes of structural support of the adjoining Townhouse unit and/or Garage Unit.

Section 8.04 - Damage. The easements created herein shall not terminate in the event of the destruction of any party wall. In the event of such destruction, any Owner who shall have reconstructed a party wall shall be entitled to recover from the adjoining Owner, upon demand, a sum equal to fifty percent (50%) of the cost of reconstruction, including foundations, and necessary supports, except as provided in Section 8.03 hereof.

Section 8.05 - Reconstruction. Whenever any party wall or portion thereof shall be repaired or reconstructed, it shall be placed on the same line, be of the same size and constructed of the same or similar materials and of like quality as the wall being repaired or reconstructed.

Section 8.06 - Arbitration. In the event of a disagreement between Owners of a Townhouse Unit and/or Garage Unit with respect to their respective rights or duties as to a party wall, upon the written request of either party, the matter may be submitted to the Board and the decision of the Board shall be final and binding.

## **ARTICLE IX** **MISCELLANEOUS**

Section 9.01 – Enforceability. The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the Association in prosecuting such action. the amount of such attorney's fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's lot, enforceable as other liens herein established. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 9.02-Fees- Other than attorney's fees and court or arbitration costs, no fees pertaining to the collection of a Unit Owner financial obligation to the association, including fees charged by a manager or managing agent, shall be added to and deemed a part of a Unit Owners respective share of the common expenses unless: (i) the managing agent fees relate to the costs to collect common expenses for the association; (ii) the fees are set forth in a contract between the managing agent and the Association; and (iii) the authority to add the management fees to a Unit Owners respective share of the common expenses is specifically stated in the Declaration, Bylaws,

or operating agreement of the Association.

Section 9.02 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 9.03 - Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, of the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by the Owners entitled to cast seventy-five percent (75%) of the total votes and then properly recorded. These covenants and restrictions may also be cancelled or amended by an instrument signed by sixty percent (60%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question. Any instrument executed pursuant to the provisions contained herein shall be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly.

Section 9.04 - Perpetuities and other Invalidity. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of: (a) the rule against perpetuities; (b) the rule restricting restraints on alienation or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Lori Lightfoot, Mayor of Chicago, living at the date of this Declaration.

Section 9.05 - Notices. Any notices required to be sent to any Member of the Association or to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when ailed, postage prepaid to the last, known address of such Member or Owner as it appears on the records of the Association at the time of such mailing.

Section 9.06 - Assignment. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon each Owner and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 9.07 - Transfer of Garage Units. Garage Units may be transferred between Owners

not in conjunction with a conveyance of a Townhouse Unit, provided that the parties thereto shall provide notice, in writing, to the Board within ten (10) days of the transfer. No Garage Unit shall be sold or otherwise conveyed other than to an Owner.

Section 9.8- American Flags and Military Flags. The 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 Townhouse of a Unit Owner is located. The Board may adopt reasonable Rules and Regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable Rules and Regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the Limited Common Areas and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Townhouse of a Unit Owner is located. The Board may adopt reasonable Rules and Regulations regarding the location and size of flagpoles.

Section 9.9- Use of Technology.

- (a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of this Act may be accomplished using acceptable technological means.
- (b) The Association, Unit Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any community instrument or any provision of this Act by use of acceptable technological means.
- (c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of this Act.
- (d) Voting on, consent to, and approval of any matter under any community instrument or any provision of this Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.
- (e) Subject to other provisions of law, no action required or permitted by any community instrument or any provision of this Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the board of directors.
- (f) If any person does not provide written authorization to conduct business using acceptable technological means, the common interest community association shall, at its expense, conduct business with the person without the use of acceptable technological means.
- (g) This subsection does not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under this Act.

NOW THEREFORE we, the undersigned members of the Board of Directors of SALCEDA MANOR HOMEOWNERS ASSOCIATION consent to the Amended and Restated Declaration aforementioned.

[Signature] Alan Coleman  
[Signature] Patricia Connery  
[Signature] Ammar Rizki  
[Signature] Linda Uznys  
[Signature] Michelle Reale  
[Signature] William Chan  
[Signature] Michael Cell

BEING THE MEMBERS OF  
THE BOARD OF DIRECTORS

SUBSCRIBED and SWORN to before me  
this 12<sup>th</sup> day of April 2022.

[Signature]  
Notary Public



### EXHIBIT A

Lots 1 to 5, both inclusive, and Lot A, in Block 11, all in Villas West Subdivision, being a Subdivision in the North Half of Section 21, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded September 2, 1976 in the Office of the Recorder of Deeds of Cook county, Illinois as Document No. 23622587.

2505	Windsor,	Northbrook, IL 60062	04-21-200-062
2507	Windsor,	Northbrook, IL 60062	04-21-200-063
	(Garage)		04-21-200-080
2509	Windsor,	Northbrook, IL 60062	04-21-200-064
	(Garage.)		04-21-200-081
2511	Windsor,	Northbrook, IL 60062	04-21-200-065
	(Garage)		04-21-200-082
2513	Windsor,	Northbrook, IL 60062	04-21-200-066
	(Garage)		04-21-200-083
2515	Windsor,	Northbrook, IL 60062	04-21-200-067
2517	Windsor,	Northbrook, IL 60062	04-21-200-052
2519	Windsor,	Northbrook, IL 60062	04-21-200-053
	(Garage)		04-21-200-084
2521	Windsor,	Northbrook, IL 60062	04-21-200-054
	(Garage)		04-21-200-085
2523	Windsor,	Northbrook, IL 60062	04-21-200-055
2525	Windsor,	Northbrook, IL 60062	04-21-200-090
2527	Windsor,	Northbrook, IL 60062	04-21-200-091
2529	Windsor,	Northbrook, IL 60062	04-21-200-092
2531	Windsor,	Northbrook, IL 60062	04-21-200-093
2533	Windsor,	Northbrook, IL 60062	04-21-200-075
2535	Windsor,	Northbrook, IL 60062	04-21-200-074
2537	Windsor,	Northbrook, IL 60062	04-21-200-073
2539	Windsor,	Northbrook, IL 60062	04-21-200-072
2541	Windsor,	Northbrook, IL 60062	04-21-200-061
2543	Windsor,	Northbrook, IL 60062	04-21-200-060
	(Garage)		04-21-200-086
2545	Windsor,	Northbrook, IL 60062	04-21-200-059
	(Garage)		04-21-200-087
2547	Windsor,	Northbrook, IL 60062	04-21-200-058
	(Garage)		04-21-200-088
2549	Windsor,	Northbrook, IL 60062	04-21-200-057
	(Garage)		04-21-200-089
2551	Windsor,	Northbrook, IL 60062	04-21-200-056
2520	Essex	Northbrook, IL 60062	04-21-108-041
2522	Essex,	Northbrook, IL 60062	04-21-108-042
	(Garage)		04-21-108-038
2524	Essex,	Northbrook, IL 60062	04-21-108-043
	(Garage)		04-21-108-039
2526	Essex,	Northbrook, IL 60062	04-21-108-044
2528	Essex,	Northbrook, IL 60062	04-21-108-045

	(Garage)		04-21-108-040
2530	Essex,	Northbrook, IL 60062	04-21-108-046
2532	Essex,	Northbrook, IL 60062	04-21-108-055
2534	Essex,	Northbrook, IL 60062	04-21-108-056
2536	Essex,	Northbrook, IL 60062	04-21-108-057
2538	Essex,	Northbrook, IL 60062	04-21-108-058
2550	Essex,	Northbrook, IL 60062	04-21-108-054
2553	Essex,	Northbrook, IL 60062	04-21-200-099
2554	Essex,	Northbrook, IL 60062	04-21-108-053
2555	Essex,	Northbrook, IL 60062	04-21-200-098
2556	Essex,	Northbrook, IL 60062	04-21-108-052
	(Garage)		04-21-108-037
2557	Essex,	Northbrook, IL 60062	04-21-200-097
2558	Essex,	Northbrook, IL 60062	04-21-108-051
2559	Essex,	Northbrook, IL, 60062	04-21-200-096
2560	Essex,	Northbrook, IL 60062	04-21-108-050
2561	Essex,	Northbrook, IL 60062	04-21-200-095
	(Garage)		04-21-200-071
2562	Essex,	Northbrook, IL 60062	04-21-108-049
2563	Essex,	Northbrook, IL 60062	04-21-200-094
2564	Essex,	Northbrook, IL 60062	04-21-108-048
2565	Essex,	Northbrook, IL 60062	04-21-200-076
2566	Essex,	Northbrook, IL 60062	04-21-108-047
2567	Essex,	Northbrook, IL 60062	04-21-200-017
	(Garage)		04-21-200-068
2569	Essex,	Northbrook, IL 60062	04-21-200-078
2571	Essex,	Northbrook, IL 60062	04-21-200-079

**Outlets:**

04-21-200-051-038	04-21-101-017-047
04-21-200-051-046	04-21-101-017-048
04-21-101-017-031	04-21-101-017-049
04-21-101-017-037	04-21-101-017-050
04-21-101-017-038	04-21-101-017-051
04-21-101-017-039	04-21-101-017-052
04-21-101-017-040	04-21-101-017-053
04-21-101-017-041	04-21-101-017-054
04-21-101-017-042	04-21-101-017-055
04-21-101-017-043	04-21-101-017-056
04-21-101-017-044	04-21-101-017-057
04-21-101-017-045	04-21-101-017-058
04-21-101-017-046	

## **EXHIBIT B**

Lot A in Block 11 in Villas West Subdivision, being a Subdivision in the North Half of section 21, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the Plat thereof recorded September 2, 1976 in the Office of the Recorder of Deeds of cook county, Illinois as Document No. 23622587.



**EXHIBIT C**  
**BYLAWS OF SALCEDA MANOR HOMEOWNER'S ASSOCIATION**

**ARTICLE I**  
**PURPOSES AND POWERS**

The Association shall be responsible for the general management and supervision of the Property and the ownership of the Common Area thereof and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Salceda Manor Homeowner Association. Further, the Association shall have all powers now or hereafter granted by the General Not-for-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration, and the powers now or hereafter granted to a Common Interest Community Association by the Illinois Common Interest Community Association Act and the Illinois Code of Civil Procedure. All terms used herein shall have the meanings set forth in the Declaration.

**ARTICLE II**  
**OFFICES**

The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time-to-time determine.

**ARTICLE III**  
**MEMBERSHIP**

Section 3.01 - Voting Members. Every person or entity who is a record Owner of a fee or undivided-fee interest in any Townhouse Unit which is subject by covenants of record to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Townhouse Unit which is subject to an assessment by the Association. Ownership of such Townhouse Unit shall be the sole qualification of membership.

Section 3.02 - Voting Rights. The Association shall have one class of voting membership. Each Owner of a Townhouse Unit shall be entitled to one (1) vote.

Section 3.03 - Meetings.

- (a) Quorum Procedure. Meetings of the Members shall be held at such place in Cook County, Illinois as may be designated in any notice of a meeting. (The presence at any meeting, in person or by proxy, of a majority of the total votes shall constitute a quorum.) Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any

Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

- (b) Annual Meeting. There shall be an Annual meeting of the Members in the month of May each year, upon not less than ten (10) nor more than thirty (30) days prior notice to the owners. The notices shall specify the date, time and place of the meeting and the matters to be considered.
- (c) Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these Bylaws, require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having one-fourth (1/4) of the total votes and delivered not less than five (5) nor more than forty (40) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Section 3.04- Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the Owners, addressed to the address given by him to the Board for the purpose of service of such notice, or to the Townhouse Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board, notices addressed as above shall be deemed delivered when deposited in the United States mail, postage prepaid, or when personally delivered to that address, and such notice shall be deemed conclusive. Notice may also be given by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the Common Areas. Notice must be given to Members when the Board meets to discuss a proposed annual budget, regular assessments, or a separate or special assessment within ten (10) to sixty (60) days prior to the meeting unless otherwise provided in the "Act" or any other provision of the Declaration and Bylaws.

Section 3.05 - Proxies. At any meeting of Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

#### **ARTICLE IV** **BOARD OF DIRECTORS**

Section 4.01 - Board of Directors. The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of seven (7) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time-to-time increase or decrease the number and term of the office of the Board Members at any Annual Meeting, provided that such number shall not be less than five (5), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Each member of the Board shall be one of the Owners, provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal

entity, shall be eligible to serve as a member of the Board. In the event a single Townhouse has multiple Owners, only one of the multiple Owners shall be eligible to serve as a member of the board at any one time, unless the unit owner owns another unit independently.

Section 4.02 - Determination of Board to be Binding. All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these Bylaws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

Section 4.03- Election of Board Members. The members shall hold an annual meeting. The Board of Directors may be elected at the annual meeting. In all elections for Members of the Board of Directors, each 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. Each Board Member shall be elected for a term of two (2) years.

Section 4.04 - Compensation. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two thirds (2/3) of the total vote of the Owners. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

Section 4.05 - Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to section 4.07 hereof, including vacancies due to any increase in the number of persons on the Board, shall be filled if possible for the remainder of the term by the remaining members of the Board, who shall utilize their best efforts to fill the vacancy.

Section 4.06 - Election of Officers. The Board shall elect among its Members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Vice President who shall preside over any meeting wherein the President is not present or cannot preside, a Secretary who will keep the minutes of all meetings of the Members and of the Board and who shall, in general, perform all the duties incident to the Office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at the next meeting of the Board subsequent to the Annual Owners meeting and shall hold office at the pleasure of the Board.

Section 4.07 - Removal of Board Members. Any Board Member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the votes present and voting, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board Member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

Section 4.08 - Meeting of Board. The Board shall meet at least four (4) times annually. Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Member, delivered personally or by mail or telegram. Any Member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority

of the number of Board Members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present. Meetings of the Board shall be open to any Townhouse Owner. The Board must reserve a portion of the meeting for comments by Owners; provided, however, the duration and meeting order for the Owner comment period is within the sole discretion of the Board.

Section 4.09-Closed Board Meetings. The Board may close any portion of a noticed meeting or meet separately from a noticed meeting (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of Rules and Regulations of the Association, (v) to discuss an Owner's unpaid share of common expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any member.

Section 4.09-Special Meetings of the Board. Special meetings of the Board may be called by the President, by 25% of the members of the Board or by any other method that is prescribed in the community instruments. Special meetings of the membership may be called by the President, the Board, 20% of the Members in the Association, or any other method that is prescribed in the community instruments.

## **ARTICLE V**

### **POWERS OF THE BOARD**

Section 5.01 - General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these Bylaws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to engage the services of a manager, managing agent, or management company who shall manage and operate the Property;
- (d) to formulate policies for the Administration, management and operation of the Property;
- (e) to adopt rules and regulations governing the administration, management, operation and use of the Property, and to amend such rules and regulations from time-to-time;
- (f) to provide for the maintenance, repair and replacements of the Common Area and the portions of the Townhouse Units and Garage Units so designated in the Declaration and make payments therefor, and to approve payment vouchers or to delegate such approval to the officers and/or the manager or managing agent;

- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchasers for the maintenance, repair, replacement, administration, management and operation of the Common Area and the portions of the Townhouse Units and Garage Units so designated in the Declaration, to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees or agents of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such Lots which have been occupied for residential purposes their respective shares of such estimated expenses as provided in the Declaration;
- (i) to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication or transfer;
- (j) to promulgate by resolution the amount of any fee to be imposed for late payment of any assessment authorized in the Declaration;
- (k) to assign the right of the Association to future income from common assessments, in connection with the repair or replacement of the Common Area, Townhouse Units and/or Garage Units, subject to the approval of same by the majority vote of the Owners, at a meeting specifically called for such purposes;
- (l) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Articles of Incorporation, the Illinois Not-For-Profit corporation Act, the Amended and Restated Declaration or these Bylaws.
- (M) to levy and collect reasonable fines from Owners, after giving notice and an opportunity to be heard, for violations of the Declaration, Bylaws, operating agreement, and Rules and Regulations of the Association.
- (N) to have standing and capacity to act in a representative capacity in relation to matters involving the Common Areas or more than one Unit, on behalf of the Members or Unit Owners as their interests may appear.

Section 5.02 - Tax Relief. In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be, assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund. In addition, the Board shall have the power to seek relief on behalf of all Owners from or in connection with the assessment or levy of any real property taxes or special

assessments levied on the Townhouse Units and/or Garage Units by the State of Illinois or any political subdivision thereof.

Section 5.03 - Rules and Regulations.

- (a) The Board may adopt such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such Rules and Regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such Rules and Regulations.
- (b) Nothing hereinabove contained shall be construed to give the Board authority to conduct any active business for profit on behalf of all of the Owners or any of them.

Section 5.04 - Indemnification of officers. Directors. Employees and Agents, Insurance.

- (a) The Association shall indemnify any person who was or is party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a director, officer, employee or agent of the Association against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to, the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.
- (b) The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the Association, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon

application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

- (c) To the extent that a director, officer, employee or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.
- (d) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (a) or (b). Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the Members entitled to vote, if any.
- (e) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in this Section.
- (f) The indemnification provided by the Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.
- (g) The Association shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Section.
- (h) If the Association has paid indemnity or has advanced expenses under this Section to a director, officer, employee or agent, the Association shall report the indemnification or advance in writing to the members entitled to vote with or before

the notice the next meeting of the members entitled to vote.

## **ARTICLE VI** **COMMITEES**

Section 6.01 - Board Committees. The Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees each of which shall contain at least one Board Member; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association, but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

Section 6.02 - Standing Committees. There shall be two (2) standing committees; Grounds and Landscaping. The Grounds committee shall be responsible for matters pertaining to the maintenance of the Common Areas, including the Limited Common Areas, other than landscaping. The Landscaping committee shall be responsible for all matters on the Property pertaining to landscaping. The standing committees shall in all ways be subject to the provisions of this Article VI.

Section 6.03 - Term. Each member of a committee shall continue as such until the next Annual Meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 6.04 - Chairman. One (1) member of each committee or commission shall be appointed chairman.

Section 6.05 - Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

Section 6.06 - Quorum. Unless otherwise provided in the resolution of the Board designating a committee, twenty percent (20%) of the Members shall constitute a quorum, and the act of a Majority of the Members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6.07 - Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

## **ARTICLE VII** **AMENDMENTS**

These Bylaws may be amended or modified from time-to-time by action or approval of the Members entitled to cast a majority of the total votes. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.



**ARTICLE VIII**  
**BOOKS AND RECORDS**

8.01- Records. The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of the workday by any Owner in the Association subject to the authority of the Board, their mortgages, and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other Associations instruments, other Duly Recorded Covenants and Bylaws and any Amendments, Article of Incorporation, Article of Organization, Annual Reports, and any Rules and Regulations adopted by the Board shall be available.
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses for the Common Areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.
- (c) The minutes of all meetings of the Board which shall be maintained for not less than seven (7) years.
- (d) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held by the board and for any other matter voted on by the Members, which shall be maintained for not less than one year.
- (e) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not for Profit Corporation Act of 1986 shall be maintained.
- (f) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

8.02-Request for Records- Requests for the records in this subsection shall be made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

8.03-Fee for Records- A reasonable fee may be charged by the Board for the cost of retrieving the copying records properly requested.

8.03-Board's Failure to Provide Records- If the Board fails to provide records which have been properly requested the Owner may seek appropriate relief and shall be entitled to an award of reasonable attorneys fees and costs if the member prevails and the court finds that such failure is due to the acts or omissions of the Board of Directors.

**ARTICLE IX**  
**CONTRACTS, CHECKS, DEPOSITS AND BONDS**

Section 9.01 - Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or Vice President and attested to by the secretary of the Association, if required.

Section 9.02-Contracts with Board Members. The Association may not enter into a contract with a current Board Member, or with a corporation, limited liability company, or partnership in which a Board Member or a Member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this subsection, a Board Member's immediate family means the Board Member's spouse, parents, siblings, and children.

Section 9.03 - Payments. All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time-to-time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and counter-signed by the President or Vice President of the Association.

Section 9.04 - Bank Accounts. All funds of the Association not otherwise employed shall be deposited from time-to-time to the credit of the Association in such banks; trust companies or other depositories as the Board shall elect.

Section 9.05 - Special Receipts. The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

**ARTICLE X**  
**FISCAL YEAR**

The fiscal year of the Association ends on the thirty-first day of March, and may be changed from time-to-time by a resolution adopted by two-thirds (2/3) of the Board.