

CHESHIRE ESTATES CONDOMINIUM ASSOCIATION

Declaration and Bylaws

After recording, return to:

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ARTICLE ONE: INTRODUCTION

1.1 Title of Document:

This document shall be known as the Cheshire Estates Condominium Association Declaration and Bylaws (hereinafter “Declaration and Bylaws” or “this document”).

1.2 Effective Date:

This Declaration and Bylaws shall be effective as of the date of recording at the Office of the Champaign County Recorder. This Declaration and Bylaws supersedes and replaces the Declaration and Bylaws previously in effect, including all amendments thereto adopted prior to the effective date of this document.

1.3 Applicable Statutes:

This Declaration and Bylaws are enacted based upon the authority granted by the Illinois Condominium Property Act (765 ILCS 605/1 *et seq.*) and all applicable statutes. If any portion of this document is in conflict with said Act or other applicable statutes, the Act or other applicable statutes shall be controlling.

1.4 Legal Description:

The legal description of the real estate comprising Cheshire Estates Condominium is attached hereto as Exhibit A.

1.5 Plat:

The Plat of Survey setting forth the measurements, units, structures, and easements of the property, as well as all other requirements of the Illinois Condominium Property Act, is attached hereto as Exhibit B.

1.6 Unit Ownership Percentages:

A document setting forth each unit number, as well as the percentage of ownership in the Association of each Unit Owner, is attached hereto as Exhibit C.

ARTICLE TWO: DEFINITIONS

2.1 Act:

The Illinois Condominium Property Act (765 ILCS 605/1 *et seq.*), subject to any and all amendments to said Act enacted after the date of this document.

2.2 Association:

As referenced in this document, the “Association” shall refer to the Cheshire Estates Condominium Association, which shall be the entity governed by these Bylaws and responsible for the duties outlined herein with respect to the Cheshire Estates Condominium property.

2.2 Property:

All of the land, property, and space comprising the developed parcel, including all improvements, structures, buildings, easements, fixtures, and property intended for mutual use benefit and enjoyment of the Unit Owners.

2.3 Unit:

A part of the property designed or intended for independent use as a single-family dwelling. Each Unit consists of the interior walls, floors, and ceilings of said Unit and all space contained therein ("drywall in"). All decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, all unit doors and all unit windows shall be deemed a part of the Unit. In addition, any portions of chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus from the point it enters the Unit shall be deemed a part of that Unit.

2.4 Common Elements:

All of the Property – excluding what is specifically defined as part of a Unit or specifically defined as a Building Specific Common Element – shall be considered Common Elements. Common Elements include, but are not limited to, the land, foundations, roofs, gutters, structural components of the buildings, landscaping, shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, driveways, and roads,

2.5 Building Specific Common Elements:

All Elements that are not part of a Unit or part of the Common Elements, as defined hereinabove, shall be deemed Building Specific Common Elements. These Building Specific Common Elements include the hallways, stairwells, elevators, fire suppression systems, bearing walls and bearing columns until the point at which they enter a Unit, as well as the portions of any chutes, flues, ducts, conduits, wires, or pipes until the point that any such chutes, flues, ducts, conduits, wires, or pipes enter a Unit.

2.6 Unit Owner:

The person or persons whose interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

2.7 Unit Ownership:

A part of the property consists of one Unit and an undivided interest in the Common Elements.

ARTICLE THREE: VOTING OF UNIT OWNERS

3.1 Voting Rights:

The total number of all voting members shall be 25. Each unit is entitled to one voting member, which may be an owner or some person designated by the Owner or Owners to act as proxy on behalf of the unit. Designated proxy voters need not be an Owner. To the extent permissible under the Illinois Condominium Act, all votes will be tabulated on a one unit, one vote basis. The designation of a voting member who is not an Owner shall be effective only when made in writing and provided to the Board of Directors, with any such writing being revocable by written notice to the Board of the Owner or Owners of any such unit ownership. Any or all of said Owners may be present at any meeting of the Association and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy.

3.2 Votes Required:

A. So long as the quorum requirements as set forth hereinbelow in 5.1(C) are met, votes from a majority of Unit Owners present at a meeting or voting by proxy shall be necessary for the Association to take any actions other than those specifically set forth immediately hereinbelow that require a greater or lesser percentage of Unit Owner votes.

B. Votes from at least two-thirds (2/3) of Unit Owners present at a meeting or voting by proxy – so long as the quorum requirements as set forth hereinbelow in 5.1(C) are met – shall be necessary for the Association to take actions regarding the following:

- (1) amending the Declaration and Bylaws;
- (2) a merger or consolidation of the Association;
- (3) the purchase or sale of land or of units on behalf of all Unit Owners;
- (4) the removal of a Board Member;
- (5) increasing or decreasing the size of the Board; or
- (6) establishing, increasing, or decreasing compensation of the Board.

C. The votes of at least ninety percent (90%) of all Unit Owners (not just those present at a meeting, but of all Unit Owners) shall be necessary for the Association to take actions regarding the sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association.

D. The votes of two-thirds (2/3) of all Unit Owners (not just those present at a meeting, but of all Unit Owners) shall be necessary for the Association to waive, whether in whole or in part, the reserve requirements of the applicable statute.

E. The votes of one-hundred percent (100%) of all Unit Owners (not just those present at a meeting, but of all Unit Owners) shall be necessary to remove the property from the provisions of the Illinois Condominium Property Act – in which case a written instrument to said effect must be recorded with said recorded document also affirming the agreement of all Unit Owners that the liens of the Association must be transferred to the undivided interest of each Unit Owner upon such removal that the entire property shall be deemed to be owned in common by all of the owners (previously Unit Owners). In said case, 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 as set forth in Exhibit C.

ARTICLE FOUR: BOARD OF DIRECTORS

4.1 Composition of Board:

The Board of Directors shall consist of five members. Each Board member must be a Unit Owner..

4.2 Election of Board:

Each Board member's term shall be for a period of two years, with said term beginning as of the date of their election and continuing until the annual meeting two years thereafter. Two Board members shall be elected at the annual meetings that take place in even-numbered years, with three Board members being elected at annual meetings that take

place in odd-numbered years. Board members shall be elected by a majority vote of those present, including by proxy, at the annual meeting so long as a quorum exists. Board members who would like to be listed on the official printed ballots as a candidate for the Board must notify the current President in writing no later than seven (7) days prior to the election.

4.3 Election of Officers of Board:

The Board members, by majority vote, shall elect a President, Vice-President, Treasurer, and Secretary. The term of each officer shall be for one year, with said term beginning as of the date of their election.

4.4 Removal of Board Member:

At a special meeting of the Association duly called pursuant to the procedures set forth in this document hereinbelow, a Board member may be removed by a vote of at least two-thirds (2/3) of votes cast, either in person or by proxy, at any such special meeting provided a quorum exists.

4.5 Board Vacancies:

Any vacancies on the Board of Directors – whether due to death, resignation, or removal – shall be filled as follows: (a) the remaining Board members may fill said vacancy by a majority vote; or (b) if at least twenty percent (20%) of the Unit Owners file a petition requesting a special meeting of the Association for the purpose of filling the vacancy for the remainder of the term, the Unit Owner (or spouse of Unit Owner) elected at any such special meeting by a majority vote of those present at the meeting or voting by proxy (so long as a quorum exists) shall be elected to the Board. In either case, the replacement Board member shall serve for the term remaining of the Board member whose position they are assuming.

4.6 Duties of Board of Directors:

The Board of Directors shall govern the administration of the property pursuant to the powers set forth in the Illinois Condominium Property Act as well as those set forth herein in this Declaration and Bylaws.

4.7 Indemnification:

The members of the Board of Directors shall not be liable to the Unit Owners or the Association for any mistake of judgment, acts, or omissions made in good faith. Any acts made by members of the Board of Directors, so long as said acts are made in good faith, shall not subject the members to individual liability.

ARTICLE FIVE: MEETINGS

5.1 Association Meetings:

A. **Annual Meetings:** The Association shall have an annual meeting with said meeting to take place at a location determined by the Board and during the month of September each year. The President of the Board shall preside over the annual meeting and the Secretary shall keep minutes of said annual meeting.

B. **Special Meetings:** Special meetings of the Association may be called at any time for the purpose of considering matters which require the approval of the voting members or for any other reasonable purpose. Said meetings may be called by written notice, authorized by the Board President or by the vote of members or by the vote of at least twenty percent (20%) of Unit Owners, subject to the written notice requirements as set forth hereinbelow.

C. **Quorum:** The presence in person (including by video conference) or by proxy at any meeting, annual meeting, or special meeting of the voting members having a majority of total votes shall constitute a quorum.

5.2 Meetings of Board of Directors:

A. **Regular Meetings:** The Board of Directors shall meet at least four times per year, with notice of said meetings being provided to Board members as set forth hereinbelow.

B. **Special Meetings:** The Board of Directors may conduct special meetings at any time upon any such special meeting being called by the President or by a majority of members of the Board. Notice of any such special meetings shall be provided pursuant to the provisions set forth hereinbelow.

C. **Quorum:** The presence in person (including by video conference) at any regular Board meeting or special Board meeting of a majority of Board members shall constitute a quorum. However, although a quorum is required to convene and constitute a Board meeting, all actions of the Board – unless otherwise specified herein – can be taken only upon the vote of a majority of the members of the Board (not merely a majority of the Board members at a meeting).

5.3 Attendance at Meetings:

The Board shall have the sole discretion to conduct meetings in person or by video conference or similar remote means, so long as participation in said meeting is not restricted by the chosen means. The Board will make reasonable accommodations to allow for remote attendance by video conference but is not responsible for providing equipment for the same and is not responsible for any technical issues.

ARTICLE SIX: NOTICES / ACCESS TO INFORMATION

6.1 Notices:

A. Any required Notices may be provided by mail, delivery to the Unit, or by email to any Unit Owner who has provided written authorization to accept Notice by email.

Notice of annual or special meetings of the Association shall be provided to all Unit Owners not less than ten (10) days and no more than thirty (30) days prior to said meeting, with said Notice to contain the time, place, and – in the event of a special meeting – the purpose of such meeting. Written notice must be provided by mail or delivery to the Unit as well as being posted in the mailbox area. However, notice may be provided by email (in lieu of by mail or delivery) to any Unit Owner who has provided written authorization to accept notice by email. In said event, the Board member or designated agent of the Board member providing said Notice by email must certify in writing said notice has been provided upon request from the Board.

B. Notice of Board of Director's meetings shall be provided to Board members not less than forty-eight (48) hours in advance of said meeting. In addition, notices of meetings of the Board of Directors shall also be posted in the mailbox area more than forty-eight hours prior to any such meeting. Notices to Board members shall be delivered or, if said Board member has provided a written authorization, by email – in which case the Board member providing said notice by email shall certify in writing said notice has been provided upon request from the Board.

6.2 Access to Meetings / Recording of Meetings:

A. All meetings of the Association and the Board of Directors (whether regular meetings or special meetings) are open to all Unit Owners and their proxies. Notwithstanding the foregoing, the Board may close any portion of a noticed meeting or meet separately from a noticed meeting to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal or when the Board of Directors finds that such action is probable or imminent; to discuss the appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services; to interview a potential employee, independent contractor, agent, or other provider of goods or services; to discuss violations of rules and regulations of the Association; to discuss a Unit Owner's unpaid share of common expenses; or to consult with the Association's legal counsel. However, any vote regarding matters that took place in closed session shall take place during a meeting that is open to any unit owner.

B. Any Unit Owner may record the proceedings at the meetings of the Board of Directors or portions of said meetings that are required to be open. Said recording may be made by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

6.3 Access to Association Information / Records:

A. The Board of Directors of the 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, if any;
- (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 Directors for the immediately preceding 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 percentage of ownership of each unit;
- (8) Ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve months, including but not limited to the election of members of the Board of Directors;

(9) The books and records for the Association's current and ten immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts, expenditures, and accounts; and

(10) Any reserve study.

B. Any member of the Association shall have the right to inspect, examine, and make copies of the records, described hereinabove in (1), (2), (3), (4), (5), (6), (9), and (10) 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 Board of Directors or its authorized agent, stating with particularity the records sought to be examined. Failure of the Association's Board of Directors to make available all records so requested within ten business days of receipt of the member's written request shall be deemed a denial.

C. Except as otherwise provided in subsection (B) of this Section, any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (7) and (8) of subsection (A) of this Section, in person or by agent, at any reasonable time or times but only for a purpose that related to the Association, 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 Directors or its authorized agent, stating with particularity the records sought to be examined. As a condition for exercising this right, the Board of Directors or authorized agent of the Association may require the member to certify in writing that the information contained in the records obtained by the member will not be used by the member for any commercial purpose or for any purpose that does not relate to the Association. Subject to the provisions of subsection (B) of this Section, failure of the Association's Board of Directors to make available all records so requested within ten business days of receipt of the member's written request shall be deemed a denial; provided, however, that a secret ballot election process shall not be deemed to have denied a member's request for records if voting ballots, without identifying unit numbers, are made available to the requesting member within ten business days of receipt of the member's written request.

ARTICLE SEVEN: RIGHTS, DUTIES & OBLIGATIONS OF ASSOCIATION

7.1 Assessments (Establishment and Collection):

The Board shall have the authority to establish and collect monthly payments from Unit Owners as regular assessments, as well as establishing and collecting special assessments, or the specific powers of which are set forth hereinbelow in Article Ten. The Board also has the powers to enforce all duties and obligations of Unit Owners, including the use of the remedies provided herein.

7.2 Maintenance / Repairs:

The Board shall have the power to enter and inspect any unit upon reasonable notice to the Unit Owner of the time and date of said inspection. The Board shall also have the power to determine, in its sole discretion, that any maintenance or repair of any Unit is necessary to protect the Common Elements or any other portion of the building. Upon said determination being made, the Board shall provide written notice of the necessity for such

maintenance/repair to be served upon the Unit Owner, with said notice to be provided by hand-delivery to any occupant of the Unit or by certified mail return receipt requested. If the Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time as specified in the notice, the Board may cause such maintenance/repair to be performed, with the cost of said maintenance/repair to be at the expense of the Unit Owner. In said event, the Board may use the remedies as set forth in this document to obtain reimbursement from the Unit Owner for the cost of any such maintenance and repairs.

7.3 Insurance:

- A. The Board shall have the authority to and shall obtain insurance for the property against loss or damage by fire and such other hazards as the Board may deem desirable for the full insurance replacement cost of the Common Elements, Building Specific Common Elements, and the Units. Premiums for such insurance shall be common expenses.
- B. Such insurance coverage shall be written in the name of losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in this Declaration.
- C. The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent, or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine. In the event of any loss in excess of Fifty-Thousand Dollars (\$50,000) in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.
- D. The proceeds of insurance shall be applied by the corporate trustee on behalf of the Board for reconstruction of the building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the act; and the rights of the mortgage of any Unit under the standard mortgage clause endorsement to such policies, shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the building.
- E. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of 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 mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee. Premiums for such insurance and other expenses in connection therewith shall be common expenses.
- F. The Board shall also have the authority to and shall obtain comprehensive liability insurance against all claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements in amounts deemed sufficient, in the judgment of the Board, insuring the Unit Owners individually and severally, the Board, the Association, the managing agent, if any, and their respective employees, agents and all persons acting as agents. The insurance shall cover claims of one or more insured parties

against other insured parties. Such insurance shall contain a waiver of rights to subrogation by the insuring company against any of the above-named insured persons. The Board shall notify insured persons concerning the cancellation of such insurance. Premiums for such insurance shall be common expense.

G. As set forth hereinbelow in Article Eight, each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the common expenses as above provided.

H. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request by the Board in writing so to do, and shall make arrangements satisfactory to the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to supply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

I. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the Owner/Developer, the manager and managing agent of the building, if any, 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 casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

J. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct or in case of a taking of a portion of property in connection with eminent domain proceedings, than those rights including withdrawal of a portion of the Property, as provided for in the Act shall be applicable.

7.4 Additional Power:

A. To engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve.

B. To formulate policies for the administration, management, and operation of the Property.

C. To adopt administrative rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation, and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time.

D. To provide for any construction, alteration, installation, maintenance, repair, painting, and replacement for which the Association is responsible under this Declaration and Bylaws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund.

E. To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of

others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the management agent).

F. To estimate the amount of the annual budget, and to provide a manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided.

G. To pay out of the maintenance fund hereinafter provided for the following:

(1) The services of a manager or managing agent or any other person or firm employed by the Board;

(2) Payment for the maintenance, repair and replacement of the Common Elements and Building Specific Common Elements;

H. To bid for a purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other voluntary sale, upon the consent or approval of at least two-thirds (2/3) of all Unit Owners, excluding the Owner or Owners of the Unit being purchased.

I. To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual meeting or special meeting of the Unit Owners.

J. To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in this Declaration, these Bylaws, or the Condominium Property Act of the State of Illinois.

K. The Board of Directors shall not enter into a contract with a current board member, or a corporation or partnership, which a board member or the board member's immediate family member has a twenty-five percent or more interest, unless notice of intent to enter the contract is given to the Unit Owners within twenty-one days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent of the Unit Owners, for an election to approve or disapprove the contract; such petition shall be filed within twenty days after such notice and such election shall be held within thirty days after the filing of said petition; for the purposes of this subsection, a board member's immediate family means the board member's spouse, parents and children.

ARTICLE EIGHT: RIGHTS, DUTIES & OBLIGATIONS OF UNIT OWNERS

8.1 Use of Common Elements:

Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners as may be required for the purposes of access to and use/occupancy/enjoyment of the respective Units. Such right to use the Common Elements shall extend to each Unit Owner, as well as the agents, designees, tenants (if allowed), and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of any Common Elements serving exclusively such Unit, such as garages, balconies, decks and patios.

8.2 Payment of Assessments/Common Expenses:

Each Unit Owner shall have the duty to pay the owner's proportionate share of the Common Element expenses, Building Specific Common Element expenses, and any and all

other assessments as set forth herein. The Unit Owner's share of the Common Expenses shall be in proportion to the Unit Owner's percentage of ownership in the Common Elements.

8.3 Separate Mortgages:

Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on the owner's respective Unit, together with the Owner's respective ownership interest in the Common Elements and Building Specific Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the property or any part thereof, except only to the extent of said Owner's Unit and said Owner's respective ownership interest in the Common Elements and Building Specific Common Elements.

8.4 Real Estate Taxes:

Real estate taxes are separately taxed to each Unit Owner for the Owner's Unit and the Owner's corresponding percentage of ownership in the Common Elements as provided in the Act. In the event that, for any tax year, any such taxes are not separately taxes to each Unit Owner but are instead taxed on the property as a whole, then each Unit Owner shall pay said Owner's proportionate share in accordance with each Owner's respective percentage of ownership interest in the Common Elements.

8.5 Insurance:

Each Unit Owner shall be responsible for obtaining insurance on the contents of each Owner's Unit, as well as furnishings and personal property therein and any personal property stored elsewhere on the Property. Said insurance coverage shall also cover the Unit Owner's personal liability to the extent not covered by the liability insurance for all Unit Owners obtained as part of the common expenses insurance maintained by the Association. Each Unit Owner shall provide to the Management Company representative, or another person as directed by the Board from time to time, a copy of the Declarations page of said insurance coverage at the time of purchase of any Unit Ownership and then by March 1 of each year thereafter. Unit Owners who fail to provide the required documentation by the deadline shall be assessed a late fee of \$100/month beginning on the 30th day after such documentation is due.

8.6 Waiver:

Each Unit Owner hereby waives and releases any and all claims which said Owner may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the building (if any), and their respective employees and agents, for damage to the Common Elements, 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. In the case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct or in the case of eminent domain proceedings, then those rights including withdrawal of a portion of the Property, as provided for in the Act, shall be applicable.

8.7 Maintenance/Repairs:

Each Unit Owner shall furnish and be responsible for, at said Unit Owner's sole expense, all of the maintenance, repairs, and replacements within each Owner's Unit.

8.8 Damage to Common Elements or other Units from Negligence:

Notwithstanding provisions regarding the responsibility for expenses related to Common Elements and Building Specific Common Elements as set forth elsewhere in this document, a Unit Owner shall be responsible for damage – including costs of repairs and replacements – to Common Elements or Units owned by other Owners due to the actions of negligence of a Unit Owner or said Unit Owner's guests/invitees (including pets) causing said damage.

8.9 Residency:

Each Unit shall be used EXCLUSIVELY as a single-family residence.

8.10 Restrictions on Use:

No industry, business, trade, occupation, or profession of any kind – whether commercial, for profit, non-for-profit, or otherwise – shall be conducted, maintained, or permitted on any part of the Property. This exclusion shall not apply to Unit Owners working remotely in the course of the Owner's employment.

8.11 Signage:

No signs, advertising, political materials 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. The Board shall not unreasonably restrict the right of Unit Owners to place a standard "For Sale By Owner" sign or a standard "For Sale" sign used by realtors for purposes of advertising a Unit for sale.

8.12 Rental of Units:

Leasing of any Unit to anyone other than an immediate family member (to be defined as a spouse, parent, child or sibling) shall be prohibited without prior written approval by the Board of Directors. No Unit shall be rented on a short-term or nightly basis – whether by AIRBNB, VRBO, or any other means.

8.13 Grilling/Fire Pits:

No wood-burning or charcoal fire pits may be used on the Property. No grills, other than gas-fueled grills, may be used on balconies or within ten (10) feet of any building on the Property.

8.14 No Smoking:

Smoking shall be prohibited inside any of the buildings of the Association or within fifteen (15) feet of any window or door of said buildings. This shall include both Common Areas, Common Elements (indoor and outdoor) and within a Unit Owner's specific Unit. However, if said Unit Owner owned their specific Unit prior to the adoption of these Bylaws, this shall not apply within that specific Unit.

8.15 Obstructions:

There shall be no obstruction of the Common Elements (including Building Specific Common Elements), including but not limited to, fences or other structures, nor shall

anything be stored in the Common Elements without prior consent of the Board, except as herein expressly provided.

8.16 Repair and Maintenance:

Each Unit Owner shall be obligated to maintain and keep his own Unit and its interior surfaces, windows, and doors, in good, clean order and repair, and each Unit Owner shall also keep patios and balconies which he/she has exclusive right to use and occupy free and clear of snow, ice and accumulation of water. Such Unit Owner shall also make repairs to such balconies or patios caused or permitted by his/her negligence, misuse, or neglect, but all other repairs thereto shall be made by the Board at common expense. The Board may, but need not, decorate or paint said patios or balconies, or any of them at common expense. The use of and the covering of items visible on the exterior of the building shall be subject to the rules and regulations of the Board.

8.17 No Actions Affecting Insurance:

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/her Unit or in the Common Elements which will result in the cancelation of insurance on the building, or contents thereof or which would be in violation of any law. No waste shall be permitted in the Common Elements.

8.18 No Panes on Windows or Outside Walls:

Unit Owners shall not cause or permit anything to be hung or displayed on the outside windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio, or television antenna (except as exists on the date of recording hereof, or otherwise constructed by the Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

8.19 Pets:

No animals of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs and cats, totaling not more than two (2) in the aggregate, may be kept in a Unit subject to rules and regulations adopted by the Board, provided that such household pet or pets shall not be kept, bred, or maintained for any commercial purpose; and provided further that any pet which, at the sole discretion of the Board of Directors, is found to be causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon seven (7) days' written notice from the Board.

8.20 Offensive Activity:

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

8.21 No Impairing Structural Integrity:

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.

8.22 No Outside Clotheslines:

No clothes, sheets, blankets, laundry of any kind or 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; all rubbish and garbage containers shall be kept stored inside Unit garages.

8.23 Storage of Vehicles:

No campers, boats, trailers, or commercial trucks shall be parked or stored outside on the Property. Unit Owners shall be allowed to keep or store on the Property a number of vehicles equal to the number of garage spaces occupied by the Unit Owner plus one.

8.24 Waiver:

Each Unit Owner and the Board hereby waive and release any and all claims which he/she or it may have against any other Unit Owner, the officers and members of the Board, the Owner/Developer, 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 casualty.

8.25 Right to Quiet Enjoyment:

If, due to the act or neglect of a Unit Owner, or of a member of his/her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released.

8.26 Electric and Hybrid Vehicle Charging:

The following shall apply to any Unit Owner wishing to charge an electric and/or hybrid vehicle:

- (a) Owner Responsibility for Installation and Costs: Condominium owners who own or lease electric or hybrid vehicles are responsible for arranging, installing, and maintaining their own charging infrastructure. All costs associated with the installation, operation, maintenance, and removal of such equipment shall be borne exclusively by the individual Unit Owner.
- (b) Approval and Compliance with Regulations: Prior to installation, Unit Owners must submit detailed plans to the Board of Directors for approval. The charging infrastructure must comply with all applicable local, state, and federal laws, including zoning, permitting, and safety requirements. Approval by the Board does not imply a waiver of these obligations.
- (c) Electrical Source Requirement: Charging stations must be connected to and draw electricity exclusively from the owner's individual electrical service.

Use of electricity from common area circuits or infrastructure is strictly prohibited.

- (d) Liability and Insurance: Owners installing charging infrastructure assume full liability for any damages or injuries caused by its installation or operation.
- (e) Common Area Modifications: If installation requires modifications to common areas or limited common elements (e.g. wiring through shared walls or parking areas), the Unit Owner must obtain written consent from the Board and adhere to any conditions imposed. All associated costs, including restoration of common areas if the charging station is removed, shall be the responsibility of the Unit Owner.
- (f) Existing Charging Stations: Unit Owners with previously installed charging stations must ensure compliance with these requirements within ninety (90) days of the effective date of this policy.

ARTICLE NINE: ENCROACHMENTS AND EASEMENTS

9.1 Establishment of Easements by Encroachment

In the event that by reason of the construction, reconstruction, settlement or shifting of any building, 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 encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching shall remain standing or in place; 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 intentional, willful negligent conduct of any Owner.

9.2 Easements for Utilities:

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 wire and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements as they exist on the date of recording hereof.

9.3 Easements Running with the Land:

All easements and rights described herein are easements appurtenant, running with the land, and shall inure 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.

9.4 Sufficiency of Reference to Easements in Declaration:

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 serve such easements and rights to the respective grantees,

mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE TEN: ASSESSMENTS

10.1 Assessments Related to Common Elements:

Each year on or before January 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing 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, capital expenditures, or repairs, or payment of real estate taxes and shall at least thirty (30) days prior to the adoption thereof notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" 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 C attached to the Declaration. On or before January 1 of the ensuing year, and the first day of each and every month of said year, each Unit Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves should be considered when setting the next year's assessment amounts. Any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

10.2 Reserves (Common Elements)

The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year may be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Unit 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 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 therefor, and such further assessment shall be payable within sixty (60) days of delivery of such notice or within such other time frame as specified by the Board in said notice. All Unit Owners shall be obligated to pay all monthly amounts and any special assessments.

10.3 Accounting of Common Expenses:

The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying, and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such record vouchers authorizing the payments shall be made available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in

writing at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of reasonable fees, a Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

10.4 Assessments Related to Building Specific Common Elements:

Each year on or before January 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing 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, capital expenditures, or repairs, or payment of real estate taxes and shall at least thirty (30) days prior to the adoption thereof notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership in the Building Specific Common Elements as set forth in Exhibit C attached to the Declaration. On or before January 1 of the ensuing year, and the first day of each and every month of said year, each Unit Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited, at the Board's discretion, to either the reserve fund or the maintenance fund, until exhausted., Any net shortage shall be added according to each Unit Owner's percentage of ownership in the Building Specific Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

10.5 Reserves (Building Specific Common Elements):

The Board may, in its discretion, build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year may be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Unit 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 ownership in the Building Specific 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 therefor, and such further assessment shall be payable within sixty (60) days of delivery of such notice or within such other time frame as specified by the Board in said notice. All Unit Owners shall be obligated to pay all monthly amounts and any special assessments.

10.6 Accounting of Building Specific Common Expenses:

The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Building Specific Common Elements, specifying, and itemizing the maintenance and repair expenses of the Building Specific Common

Elements and any other expenses incurred. Such record vouchers authorizing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of reasonable fees, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

10.7 Continued Obligation to Pay Assessment:

The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly assessment at the then-existent monthly rate established for the previous period until the next monthly assessment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

10.8 Default:

If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for sixty (60) days, the Unit Owners shall be assessed a late fee of nine percent (9%) per month. In addition, and also if a Unit Owner is in default for more than sixty (60) days, the Board may bring suit for an on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; in which case the Unit Owner shall also be responsible for all reasonable attorney fees and costs incurred by the Board resulting therefrom. The amount of any such delinquent and unpaid charges or assessments, plus the late fees, court costs, and reasonable attorney fees referenced herein shall be a lien against the Unit Ownership of the Unit Owner and, accordingly, shall be enforceable by a foreclosure action brought in the name of the Board against the Unit Owner, as well as a lien being placed against the Unit Ownership and duly recorded in the office of the Champaign County Recorder of Deeds. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. 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 encumbrances and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

10.9 Assessments Applied to all Unit Owners:

No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements, nonuse of the Building Specific Common Elements, or abandonment of the Unit.

10.10 Lien Priority of Unpaid Assessment:

Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a

notice by the Board of the amount owing by a Unit Owner who has refused or failed to pay her/his share of the monthly assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid common expenses which are due and payable subsequent to the date when such holder takes possession of the Unit, accepts a conveyance of such Unit, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

ARTICLE ELEVEN: TRANSFER OF UNITS

11.1 Right of First Refusal (Sale of Unit):

Any Unit Owner who wishes to sell her/his/their Unit to any person not a spouse of a Unit Owner or not related to the Unit Owner by blood and not another Unit Owner, shall give the Board not less than thirty days prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The Board, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase the Unit upon the same terms, which option shall be exercisable for a period of thirty days following the date of receipt of such notice. If the option is not exercised within said thirty-day period, then the Owner may, at any time within thirty days after the expiration of said period, contract to sell the Unit to the purchaser named in said notice upon the terms specified therein.

11.2 Gift of Unit:

Any Unit Owner who wishes to make a gift of her/his/their Unit to any person not a spouse of the Unit Owner or not related to the Unit Owner by blood or not the Owner of another Unit, shall give the Board not less than ninety days prior written notice of said intent to make such a gift, together with the name and address of the intended donee and the contemplated day of said gift. The Board, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase said Unit for cash at its fair market value to be determined by arbitration as hereinafter provided. Within fifteen days after receipt of said notice by the Board, the Board, and the Owner desiring to make such gift shall each appoint, in writing, a qualified real estate appraiser to act as an arbitrator. The two arbitrators so appointed shall, within ten days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen days after the appointment of the third arbitrator, the three arbitrators shall determine by majority vote the fair market value of the Unit or interest therein which the Owner contemplates conveying by gift and shall there upon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit or interest therein shall expire thirty days after the date of receipt by the Board of the notice of the value fixed by the arbitrators.

11.3 Transfer of Unit through Estate Planning:

The provisions set forth hereinabove in Sections 11.1 and 11.2 shall not apply to a party receiving an interest in a Unit through a Will, Trust, or other estate planning documents, or by intestate succession. In the event Title to a Unit is conveyed to a trust, under the terms of which all powers of management, operation, and control of the Unit remain vested in the

trust beneficiary or beneficiaries, then said beneficiaries from time to time shall be responsible for payment of all obligations, liens or indebtedness, as well as for the performance of all agreements, covenants, and undertakings under this Declaration and Bylaws. The amount of any such obligation or lien shall continue to be a charge or lien upon the Unit and the trust beneficiary or beneficiaries.

11.4 Transfer Maintenance Fee (transfer of Unit by sale):

Unit Owners who share a common entrance shall be assessed a fee of three hundred dollars (\$300) at the time the Unit Owner sells her/his Unit. Said transfer maintenance fee may be adjusted by a vote of the Board of Directors.

ARTICLE TWELVE: REMEDIES

12.1 Remedies:

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, Bylaws or rules and regulations of the Board, the Board, or its agents, shall have each and all of the rights and remedies which are provided for in the Act, Declaration, Bylaws or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction of Specific Performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this Article provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid (chargeable against the total amount due), shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of her/his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of her/his additions and improvements thereto and upon all of her/his personal property in her/his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent of the Board, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or conditions or regulations 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 violation or breach exists and then 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 guilty in any manner or trespass; or

- (b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or
- (c) To take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by her/his own conduct or by the conduct of any of their guests and/or invitees) shall violate any of the covenants or restrictions or provisions 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 reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a ten-day notice in writing to terminate the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control her/his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or Occupant (subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of said defaulting Owner, which consent shall not be unreasonably withheld), in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by her/him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting owner from reacquiring her/his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceedings and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

ARTICLE THIRTEEN: GENERAL / MISCELLANEOUS

13.1 Severability:

The remainder of the Declaration and Bylaws shall remain valid and in full force and effect.

13.2 Acceptance of Declaration and Bylaws:

Each purchaser of a Unit under any Contract for such deed of conveyance, accepts the Unit and the Unit Owner's percentage interest in the Common Elements and Building Specific Common Elements, subject to all rights, conditions, covenants, reservations, and powers created by this Declaration and Bylaws. Reference in any such deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in any

part of this Declaration or Bylaw shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of said Unit Owner as if this Declaration and Bylaws were fully set forth in said document.

These Declarations and Bylaws having been duly amended based upon a vote of the requisite percentage of Unit Owners, is hereby ratified and approved this _____ day of _____, 20____.

