

## **EXHIBIT D**

### **BY-LAWS OF THE**

### **COBBLEFIELD POINT CONDOMINIUM UNIT OWNERS' ASSOCIATION**

#### **ARTICLE I Members (Unit Owners)**

Section 1. Board Administration. The direction and administration of the Property shall be vested in a Board of Managers (hereinafter referred to as the "Board"), consisting of 3 persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners or a spouse of a Unit Owner; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. If there are multiple Owners of any Unit, only one such Owner may serve at any time.

Section 2: Member action. The Association members shall elect the Board, and shall determine matters requiring member action, as set forth herein.

a. Voting by percentage ownership. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "D". Owner/Developer shall be the voting member with respect to any Unit Ownership owned by the Owner/Developer.

b. Multiple Owners: If there is more than one Owner of a Unit, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners; provided that there shall be irrebuttably presumed majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. If only one of the multiple Owners is present at a meeting of the association, he is entitled to cast all the votes allocated to that Unit. Unit Owners may designate persons empowered to cast the votes allocated to a Unit. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the members and (those constituting a group acting unanimously) may vote or take any action as a voting member either in person or by proxy.

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

d. Installment sales. In the event of a resale of a Unit the purchaser of a Unit from a seller other than the Owner/Developer pursuant to an installment contract for purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the association or its agents.

e. Unit voting. If 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes in the association, any percentage vote of members specified herein or in the condominium instruments shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

f. Special matters. The following matters are subject to the affirmative vote of not less than 75% of the total votes: (1) merger or consolidation of the Association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association; and (3) the purchase or sale of land or Units on behalf of all Unit Owners.

Section 3. Membership meetings. Meetings of the voting members, at least annually, shall be held at the Property or at such other place in the county wherein the Property is situated, as may be designated in any written notice of a meeting made to members not less than 10 and not more than 30 days prior to the meeting. Notices shall specify the date, time, place and purpose of the meeting. The presence in person or by proxy at any meeting of the voting members having 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 voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

a. First annual meeting. The first annual meeting of the Unit Owners shall be called by Owner/Developer upon 10 days' written notice. Such meeting shall take place on the first business day after the earliest happening of the following events:

- (1) 85% of the Units by number have been sold; or
- (2) 3 years have passed since the recording of the Declaration.

b. Special meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meeting shall be called by written notice, authorized by the President, a majority of the Board, or by the voting members having 20% of the total votes, and delivered not less than 10 and not more than 30 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.

c. Notices. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

## **ARTICLE II**

### **Board of Directors (Board of Managers)**

#### Section 1. Election of the Board:

a. Initial Board. At the initial meeting, the voting members shall elect a Board. In all elections for members of the Board, each voting member shall be entitled to vote on a 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. Members of the Board elected at the initial meeting shall serve until the first annual meeting.

b. Annual elections. At the first annual meeting, and at each successive annual meeting thereafter, members of the Board shall be elected for a term of 1 year.

c. Change in term or number. The voting members having at least 75% of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than 3, and that the terms of at least 1/3 of the persons on the Board shall expire annually.

d. Vacancies. Vacancies in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by two-thirds vote of the remaining Board members until the next annual meeting of Unit Owners, or for a period terminating no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by Unit Owners holding 20% of the votes of the association requesting such a meeting.

e. Information about candidates; proxies. The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if (i) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and (ii) the Board does not express a preference in favor of any candidate. Any proxy distributed for Board elections by the Board gives Unit Owners the opportunity to designate any person as the proxy holder, and gives the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

Section 2. Board meetings: Except as otherwise provided in the By-laws, the Property shall be managed by the Board and the Board shall act by a majority vote of those present at its meetings when a quorum exists. A majority of the total number of members on the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt, and the Board shall meet at least four times annually. Special meetings of the Board can be called by the president or 25% of the members of the Board. Notice of Board meetings shall be given to Board members at least 48 hours in advance. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having 75% of the total votes.

Section 3. Officers. The Board shall elect from its members a President who shall preside over both its meetings and those of the voting members, and who shall be chief executive officer of the Board and execute any amendments to condominium instruments, other than those which can be executed by Owner/Developer as provided in the Declaration, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members, mail and receive all notices 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.

Section 4. Open meetings. Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the association or a Unit Owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by this Act by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Copies of notices of meetings of the Board shall be posted in entrance ways, elevators, or other conspicuous places in the condominium at least 48 hours prior to the meeting.

Section 5. Removal of Board members. Any Board member may be removed from office by affirmative vote of the voting members having at least 75% of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of the Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

Section 6. Execution of Documents. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary of the Board.

Section 7. Additional Powers and Duties. The Board shall have the following additional powers and duties:

a. To engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners for a term not to exceed three (3) years and which may be terminated by either party without cause by ninety (90) days written notice and upon such other 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 Board is responsible under the Declaration and By-laws 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 managing agent);

f. 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 Limited Common Elements;

h. To bid for and 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 on direction of a court, or other involuntary sale, upon the consent or approval of all Unit Owners, excluding the Owner or Owners of the Unit being purchased;

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

j. To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-laws or the Condominium Property Act of the State of Illinois.

Section 8. Prohibited Dealings. The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has 25% or more interest, unless notice of intent to enter the contract is given to Unit Owners within 20 days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by 20% of the Unit Owners, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this subsection, a Board member's immediate family means the Board member's spouse, parents, and children.

Section 9. Master Metering. The Board may establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

### **ARTICLE III**

#### **Assessments**

Section 1. Budget. Each year on or before December 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 calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall at least 30 days prior to the adoption thereof notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof, including an indication of which portions are for reserves, capital expenditures or repairs or payment of real estate taxes. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements.

Section 2. Assessments and Payment. The "estimated cash requirement" established by the Board 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 "D" attached to the Declaration. On or before January 1 of the ensuing year, and the first day of each month of said year, each Unit Owner shall be obligated to pay to the Board, or as it may direct, 1/12 of the assessment made pursuant to this paragraph.

Section 3. Annual Accounting. 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 an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and 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 according to each Unit Owner's percentage of ownership in the Common Elements to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding 6 months after rendering of the accounting.

Section 4. Notice of Proposed Budget and Special Assessments. Each Unit Owner shall receive notice, in the same manner as is provided in this Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment. 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 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with 20 percent of the votes of the association delivered to the Board within 14 days of the Board action, shall call a meeting of the Unit Owners within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board, of managers-without-being-subject to Unit Owner approval: A-a used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or Property of the Unit Owners. Assessments for additions and alterations to the Common Elements or to association-owned Property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total votes of all Unit Owners. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not for emergencies or additions and alterations, 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. Reserve Fund. 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 shall be charged first against such reserve. If the "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 become effective with the next monthly maintenance payment which is due more than 10 days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

Section 6. Initial Cash Requirements. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing 30 days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Unit Owners during said period as provided in Section 1 of this Article.

Section 7. No Waiver of Assessments. 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 maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than 10 days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 8. Books and Records. 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 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 10 days' notice to the Board and payment of a reasonable fee, 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.

Section 9. Default by Unit Owner. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for 30 days, the members of the Board may bring suit for and on behalf of the themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or



assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit 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 real estate. 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 encumbrance 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.

Section 10. No Exceptions. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit. The association shall have no authority to forbear the payment of assessments by any Unit Owner.

Section 11. Assessments Prior to First Board. Until such time as the first Board provided for herein is elected, the Owner/Developer may assess each Unit Owner a maintenance fee. Such maintenance fee, as assessed by the Owner/Developer, shall not include a reserve for contingencies or replacements. All of the rights, duties and functions of the Board set forth in these By-laws shall be exercised by Owner/Developer for a period ending 30 days after the date on which the first annual meeting of the Unit Owners is called pursuant to the terms of these By-laws.

Section 12. Priority of Liens. 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 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. Upon request of any mortgagee, the Association agrees to provide such mortgagee of any default by a Unit Owner which has not been cured within sixty (60) days. Notwithstanding anything to the contrary contained herein, no such mortgagee shall be liable for more than six (6) months unpaid regularly budgeted common expenses.

#### **ARTICLE IV**

##### **General Provisions (Use and Occupancy Restrictions)**

Section 1. Residential Use Only. No part of the Property shall be used for other than residential use.

Section 2. Signage. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board. The right is reserved by Owner/Developer or its agents, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements and the right is hereby given to any mortgagee who may become the owner of any Unit, to place signs on any Unit owned by such mortgagee. Until all Units are sold, the Owner/Developer shall be entitled to access, ingress and egress to the Property as is necessary in connection with the sale or leasing of any Unit. The Owner/Developer shall have the right to use any unsold Unit or Units as models for display purposes and to maintain on the Property advertising signs in connection therewith.

Section 3. Obligations of Unit Owners. 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, except that the Association shall arrange for and pay for repair or replacement of broken glass from exterior windows and sliding glass doors. Each Unit Owner shall maintain the Limited Common Elements which he 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 negligence, misuse or neglect, but all other repairs thereto shall be made by the Board at common expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board.

Section 4. Use of Common Elements. There shall be no obstruction of the Common Elements, including but not limited to, fences or other structures, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as herein expressly provided.

Section 5. Prohibited Uses. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be permitted in the Common Elements. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna (except as exists on the date of the 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.

Section 6. Nuisance Prohibited. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. This includes, without limitation, excessive noise from any source including voices, musical instruments, audio-visual equipment, and pets of any kind. Unit Owners with dogs shall

be responsible for immediately cleaning up after the animals if walked in the Common Elements. No animals shall be permitted except one (1) four-legged domesticated animal not to exceed forty (40) pounds.

Section 7. Protection of Structure. 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.

Section 8. Recreational/Utility Vehicles. No campers, boats, trailers or trucks shall be parked or stored outside on the Property and no more than two (2) automobiles shall be kept or stored on the Property by the Owner or Occupant of each Unit.

Section 9. Mutual Waiver and Release. Each Unit Owner and the Board hereby waive and release any and all claims which he 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 or any act of neglect, to the extent that such damage is covered by fire or other form of hazard insurance. Such release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder.

Section 10. Liability for Damage. If, due to the act or neglect of a Unit Owner, or client, customer, invitee 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 under the provisions of the Declaration.

Section 11. Use of Electrical and Mechanical Systems. No Unit Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board.

Section 12. Leasing of Units. Any Unit Owner leasing a unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed; whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor Owner to comply with the leasing requirements prescribed by this Section or by the declaration, bylaws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or By-laws.

**ARTICLE V**  
**Miscellaneous**

Section 1. Amendment of By-laws. These By-laws may be amended or modified from time to time by action or approval of the voting members having at least 75% of the total votes, provided, however, that no provision in these By-laws may be amended or modified so as to conflict with the provisions of the Condominium Property Act. Such amendments shall be recorded in the Office of the Recorder of Deeds of Champaign County, Illinois.

Section 2. Delegation Prohibited. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or the rules and regulations of the Association; and any attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.