

Cobblefield Point Condominium Association Declaration

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ARTICLE 1

PURPOSE & SUBMISSION OF PROPERTY

Section 1.1 – Submission of Property

The Property described in this Declaration, together with all buildings, improvements, and appurtenances, is hereby submitted to condominium ownership pursuant to the Illinois Condominium Property Act, as amended (“the Act”).

Section 1.2 – Establishment of the Condominium

By recording this Declaration and the accompanying Plat of Survey and Plans, the Property is hereby established as a condominium known as Cobblefield Point Condominiums (“the Condominium”).

Section 1.3 – Creation of the Association

The Cobblefield Point Homeowners Association, an Illinois not-for-profit corporation (“the Association”), is designated as the governing body for administration of the Condominium, its Common Elements, and affairs of the Unit Owners.

Section 1.4 – Supersession of Prior Documents

This Declaration replaces, restates, and supersedes all prior versions and amendments of the Declaration previously recorded for the Property.

Section 1.5 – Binding Effect

This Declaration is binding upon all present and future Unit Owners and their heirs, successors, assigns, tenants, and occupants, and all rights and obligations herein run with the land.

Section 1.6 – Developer Rights

Any rights previously reserved to the Developer under prior Declarations are extinguished upon adoption of this Restated Declaration, except to the extent any such rights remain enforceable under recorded documents or applicable law.

Section 1.7 – Description of Submitted Property

The legal description of the Property submitted to the condominium form of ownership is set forth in Exhibit A and the buildings and improvements are shown on the Plat of Survey and Plans attached as Exhibit B.

ARTICLE 2

DEFINITIONS

For purposes of this Declaration and all related governing documents, the following terms shall have the meanings set forth below. Terms not defined herein shall have the meanings assigned to them in the Illinois Condominium Property Act (“the Act”).

Section 2.1 – “Association”

“Association” means the Cobblefield Point Homeowners Association, the Illinois not-for-profit corporation responsible for administering the Condominium.

Section 2.2 – “Board” or “Board of Directors”

“Board” means the duly elected or appointed Directors of the Association, acting collectively pursuant to the Declaration, By-Laws, and the Act.

Section 2.3 – “Unit”

“Unit” means an individual portion of the Property intended for independent ownership and use, as shown on the recorded Plat of Survey and Plans. Each Unit includes:

- All space and improvements located within its boundaries;
- All interior surfaces of perimeter walls, floors, ceilings, doors, and windows;
- Any interior-accessible attic space appurtenant to a second-floor Unit, excluding structural components, insulation, and roofing elements;
- Any interior-accessible crawlspace area appurtenant to a first-floor Unit, excluding structural components, foundation elements, mechanical systems, and insulation.

Structural components, foundations, roofs, exterior wall surfaces, and all other building elements not expressly included above remain part of the Common Elements, unless expressly designated otherwise in this Declaration.

Section 2.4 – “Unit Owner” or “Owner”

“Unit Owner” or “Owner” means the record owner, whether one or more persons or entities, of legal title to a Unit. The term does not include: tenants, contract purchasers not yet in possession, or others holding interests short of fee title. If a Unit is owned by an entity (corporation, LLC, partnership, trust, etc.), “Owner” includes the designated representative of such entity.

Section 2.5 – “Common Elements”

“Common Elements” means all portions of the Property except the Units. Common Elements generally include the building structure, exterior components, shared mechanical and utility systems, interior Common Areas, grounds, recreational facilities, and other areas shown as Common Elements on the Plat and Plans. A full description of the Common Elements is provided in [Section 5.1](#) of this Declaration.

Section 2.6 – “Limited Common Elements” or “LCEs”

“Limited Common Elements” are portions of the Common Elements designated for the exclusive use of one or a limited number of Units, as shown on the Plat of Survey and Plans or as designated by the Board in accordance with this Declaration. Examples typically include balconies, patios, decks, porches, exterior doors and windows serving a single Unit, and exterior HVAC pads. A full description of Limited Common Elements, including structural responsibilities and owner upkeep requirements, is provided in [Section 5.2](#) of this Declaration.

Section 2.7 – “Property”

“Property” means the real estate, buildings, improvements, and appurtenances submitted to the condominium form of ownership by this Declaration.

Section 2.8 – “Declaration”

“Declaration” means this Restated Declaration of Condominium Ownership for Cobblefield Point Condominiums, as amended from time to time.

Section 2.9 – “By-Laws”

“By-Laws” means the By-Laws of the Cobblefield Point Homeowners Association, as amended.

Section 2.10 – “Rules & Regulations” or “Rules”

“Rules & Regulations” means the policies, standards, and rules adopted by the Board governing the use, operation, and enjoyment of the Property.

Section 2.11 – “Percentage Interest”

“Percentage Interest” means the percentage of ownership in the Common Elements allocated to each Unit as set forth in Exhibit D to this Declaration. Percentage Interest is used for: allocation of common expenses, distribution of surplus funds (if any), insurance proceeds, and voting where required by the Act.

Section 2.12 – “Common Expenses”

“Common Expenses” means all costs incurred by the Association for operation, maintenance, repair, replacement, administration, insurance, and improvement of the Condominium, including reserves.

Section 2.13 – “Assessment”

“Assessment” means each Owner’s share of the Common Expenses and any other charges lawfully levied by the Association, including: regular assessments, special assessments, and reimbursement (charge-back) assessments.

Section 2.14 – “Occupant”

“Occupant” means any person residing in a Unit with the Owner’s consent or authority, whether temporarily or permanently. The term includes, without limitation: tenants and subtenants, family members, domestic partners, roommates authorized by the Owner, long-term guests, and any other person permitted to reside in the Unit. For purposes of this Declaration, any Occupant’s actions, omissions, or violations are deemed the actions of the Unit Owner.

Section 2.15 – “Mortgagee” or “Lienholder”

“Mortgagee” means the holder of a recorded mortgage, trust deed, or other security interest encumbering a Unit.

Section 2.16 – “Act”

“Act” means the Illinois Condominium Property Act, 765 ILCS 605/1 et seq., as amended.

Section 2.17 – “Building”

“Building” means any structure located on the Property containing Units, as shown on the recorded Plat of Survey and Plans, including all associated structural components, common mechanical systems, and exterior elements.

Section 2.18 – “Managing Agent”

“Managing Agent” means any person or entity hired or appointed by the Association or the Board to assist in the administration, operation, maintenance, or management of the Property. The term includes, without limitation: property managers, management companies, on-site or off-site management staff, and any contractors or professionals performing management functions under the direction of the Board. A Managing Agent has only the authority expressly delegated to it by written contract or Board resolution and is not empowered to act beyond such delegated authority.

ARTICLE 3 PROPERTY DESCRIPTION, PLAT, & PANS

Section 3.1 – Legal Description of the Property

The real property submitted to condominium ownership by this Declaration (“the Property”) is located in Champaign County, Illinois, and is legally described in Exhibit A, which is attached hereto and incorporated by reference. All easements, rights, improvements, and appurtenances associated with the Property are included in this submission.

Section 3.2 – Plat of Survey and Condominium Plans

The Condominium is established upon recording of this Declaration together with the Plat of Survey and Condominium Plans (“the Plat and Plans”), prepared in accordance with the Illinois Condominium Property Act. The Plat and Plans:

1. Identify the location, dimensions, and elevations of each Unit;
2. Depict the Common Elements and Limited Common Elements;
3. Show all Unit boundaries—horizontal and vertical—together with identifying Unit numbers;
4. Illustrate improvements and building layouts;

5. Include all easements and designations required by the Act.

The Plat and Plans are incorporated into this Declaration as Exhibit B and control in the event of any conflict with textual descriptions. The Plat of Survey and Condominium Plans are on file with the Office of the Recorder of Deeds of Champaign County and shall be maintained as part of the official records of the Association. Copies shall be made reasonably available for inspection by Unit Owners, purchasers, mortgagees, or their authorized representatives, consistent with the Illinois Condominium Property Act.

Section 3.3 – Establishment of Units and Common Elements

The Units and Common Elements shown on the Plat and Plans are hereby created and established as part of the Condominium:

1. Each space identified as a Unit on the Plat constitutes a separate parcel of real estate capable of independent ownership and conveyance.
2. All portions of the Property not designated as a Unit are Common Elements, owned by the Unit Owners as tenants-in-common in accordance with their respective Percentage Interests.
3. Limited Common Elements are identified on the Plat or described in this Declaration as areas reserved for the exclusive use of one or more Units.

Section 3.4 – Submission of Improvements

All improvements existing on the Property at the time this Declaration is recorded - including buildings, roofs, foundations, mechanical systems, parking areas, sidewalks, amenities, landscaped areas, and all other physical components - are hereby submitted to condominium ownership.

Section 3.5 – Additional Property; No Expansion or Annexation Rights

No additional property, structures, or improvements may be added to or withdrawn from the Condominium except by an amendment to this Declaration approved as required under Article IX and recorded pursuant to the Illinois Condominium Property Act. This Declaration does not reserve any developer expansion or annexation rights.

Section 3.6 – Intent of Submission

The submission of the Property pursuant to this Declaration:

1. Creates a condominium under the Illinois Condominium Property Act;
2. Establishes the ownership rights and obligations of the Unit Owners;
3. Subjects all Units and Common Elements to the governance of the Association; and
4. Requires that all conveyances of Units reference this Declaration, the By-Laws, the Plat and Plans, and the Rules & Regulations.

Section 3.7 – Conflicts Between Declaration and Plat/Plans

In the event of any inconsistency between the written text of this Declaration and the Plat of Survey or Condominium Plans, the Plat and Plans shall control, consistent with the Illinois Condominium Property Act.

ARTICLE 4 UNITS, UNIT BOUNDARIES, & OWNER RESPONSIBILITIES

Section 4.1 – Unit Boundaries

Unless otherwise shown on the Plat of Survey and Plans, the boundaries of each Unit are defined as follows:

(4.1a) Horizontal Boundaries

- Upper Boundary: The interior surface of the ceiling, including paint, wall coverings, and finish materials.
- Lower Boundary: The interior surface of the floor, including carpet, tile, flooring, padding, and other finish materials.

(4.1b) Vertical Boundaries

- Interior surfaces of perimeter walls, including paint, drywall, paneling, wall coverings, and other finish materials, are part of the Unit.
- The underlying studs, insulation, structural components, and exterior surfaces of perimeter walls are Common Elements, unless designated otherwise.
- Attics above second-floor Units and crawlspaces beneath first-floor Units - including insulation, framing, ventilation components, and any mechanical systems located within them - are Common Elements, except for any equipment serving only one Unit as provided in Article 7.

(4.1c) Doors, Windows, and Frames

- Windows, sliding glass doors, and entry doors are part of the Unit.

(4.1d) Utility Systems

Any electrical, plumbing, mechanical, gas, or HVAC system:

- that serves more than one Unit is a Common Element; and
- that serves only one Unit is, as between Units and Common Elements, treated as appurtenant to that Unit, except for those portions expressly classified as Limited Common Elements under Article 5 (such as certain exterior condensers, pads, or exterior lines), in which case the Limited Common Element provisions of this Declaration govern maintenance and responsibility.

Section 4.2 – Ownership of Unit Interior Components

Each Unit Owner owns the interior finished surfaces of the Unit and all improvements located entirely within the Unit boundaries, including the interior surfaces of walls, floors, ceilings, windows, doors, and all fixtures, finishes, and equipment located wholly within the Unit. All structural components, exterior building elements, and any Limited Common Elements are not part of the Unit and remain part of the Common Elements unless expressly provided otherwise. The maintenance and repair responsibilities for Units, Common Elements, and Limited Common Elements are set forth in Article 5 (Common Elements and Limited Common Elements) and Article 7 (Maintenance, Repair, and Replacement Responsibilities).

Section 4.3 – Unit Owner Responsibilities

Each Unit Owner is responsible for:

(4.3a) Interior Maintenance

Keeping the interior of the Unit in a clean, sanitary, and good condition, including: interior surfaces, fixtures and appliances, flooring, interior components of HVAC, plumbing, and electrical systems.

(4.3b) Limited Common Elements Assigned to the Unit

Unit Owners must maintain LCEs in a neat, clean, and orderly condition. Unless otherwise stated:

- The Association repairs and replaces structural components,
- The Unit Owner handles routine cleaning, snow removal from patios, and
- Any damage caused by the Unit Owner is the Owner's responsibility.

(4.3c) Damage Caused by Owners or Occupants

If a Unit Owner (or their tenant, guest, or invitee) causes damage to another Unit, the Common Elements, or LCEs, the Owner is responsible for all related costs, consistent with Article 7 (Maintenance & Reimbursement Assessments).

(4.3d) Compliance with Law & Documents

Each Owner must comply with: this Declaration, the By-Laws, the Rules & Regulations, and all applicable laws. Failure to do so constitutes a violation enforceable under Article VIII.

Section 4.4 – Right of Access to Units

The Association, its agents, contractors, and authorized personnel may enter any Unit:

1. For maintenance, repair, or replacement of Common Elements or LCEs;
2. To address an emergency involving immediate danger to persons or property;
3. To investigate potential violations when reasonable cause exists;
4. Upon reasonable notice (at least 24 hours, unless emergency circumstances apply).

Access rights shall be exercised in coordination with the maintenance obligations in Article 7 and the easement and access provisions in Article 13. Damage caused by lawful entry shall be repaired by the Association unless caused by the Owner's negligence, willful misconduct, or violation of the governing documents. Entry rights shall be exercised consistent with Section 18.4(j) of the Illinois Condominium Property Act.

Section 4.5 – Alterations Within Units

Owners may make alterations or improvements within the interior of their Unit so long as such work does not:

1. Affect structural components;
2. Impact Common Elements or Limited Common Elements;
3. Alter plumbing, electrical, mechanical, or HVAC systems beyond the Unit;
4. Compromise building safety or code compliance;
5. Cause a nuisance or disturbance.

The Board may require:

- plans and specifications,
- proof of permits,
- certificates of insurance for contractors,
- post-completion inspections.

No Owner may:

1. Remove or alter load-bearing walls or structural supports;
2. Penetrate exterior walls or modify window/door systems;
3. Install flooring that violates sound-transmission standards adopted by the Board;
4. Modify roofing, foundations, or building envelope components;
5. Relocate mechanical, electrical, or plumbing systems that affect other Units or Common Elements.

Section 4.6 – Interior Insurance Responsibility

Each Owner is responsible for insuring the interior of his/her Unit, including: personal property, improvements & betterments, interior fixtures, contents, wall, floor, and ceiling finishes, as detailed further in the Insurance Article of this Declaration. The Association's master insurance policy does not cover Unit interior finishes unless required under Section 12 of this Declaration.

Section 4.7 – Units as Separate Real Estate Parcels

Each Unit:

- is a separate parcel of real estate,
- may be conveyed, encumbered, leased, devised, or inherited independently,
- is subject to this Declaration and all recorded instruments.

No Unit Owner may subdivide, partition, or combine Units without:

- approval of two-thirds (2/3) of all Owners,
- an amendment to the Declaration and Plat, and
- any mortgagee consents required by the Illinois Condominium Property Act.

ARTICLE 5 COMMON ELEMENTS & LIMITED COMMON ELEMENTS

Section 5.1 – Common Elements Defined

The Common Elements consist of all portions of the Property not located within the boundaries of any Unit, including, without limitation:

1. The land on which the buildings are located;
2. Building foundations, roofs, load-bearing walls, and other structural supports, including structural components located within Unit boundaries;

3. Structural components of attics include roof framing, rafters, trusses, collar ties, ridge boards, ceiling joists, beams, roof sheathing, bracing and structural connectors, insulation, and ventilation structures forming part of the building envelope.
 4. Structural components of crawlspaces include foundation walls, footings, stem walls, columns supporting floor framing, floor joists, beams, subflooring, sill plates, rim joists, vapor barriers, insulation, moisture/mold components that serve the building (encapsulation, liners, sealing), and ventilation (vents and airflow systems) or drainage systems (French drains, sump systems, etc.) forming part of the building envelope.
 5. Structural components of wooden balconies include support beams, support posts/columns/pillars, joists and rim joists, ledger boards, ledger board flashing, subsurface materials (e.g., waterproof membranes, sheathing), lag bolts, structural anchors, joist hangers, brackets, fasteners, footing hardware, hardware that attach the structure to the building, and structural rail components when required for code/safety.
 6. Front porch concrete slabs, steps, and entry platforms - whether serving a single Unit or multiple Units - including all underlying support and structural components
 7. Exterior walls, siding, façades, and all portions of the building envelope;
 8. Pipes, ducts, conduits, wiring, and utility systems serving more than one Unit;
 9. Ceilings, floors, and perimeter walls of Units to the extent they lie outside the Unit boundaries shown on the Plat, including all structural, load bearing, insulation, waterproofing, and exterior-facing components. Interior surface finishes remain part of the Unit;
 10. Structural components of garages, including load-bearing walls, structural framing around garage door openings, and structural headers/joists;
 11. Driveways, parking areas, sidewalks, roadways, and access ways;
 12. Landscaping, lawns, trees, shrubs, and irrigation systems;
 13. Recreational and amenity facilities, including the pool, pool deck and surrounding concrete surfaces, pool fencing and gates, clubhouse, fitness areas, and all related equipment;
 14. Signage, fences, retaining walls, drainage systems, and exterior lighting excluding any exterior light fixtures that are controlled from within an individual Unit (such as porch lights);
 15. Any other areas designated as Common Elements on the recorded Plat of Survey, Plans, or in this Declaration.
- All structural components - whether or not physically located within a Unit - are Common Elements.

Section 5.2 – Limited Common Elements Defined

Limited Common Elements (“LCEs”) are portions of the Common Elements designated for the exclusive use of one or a limited number of Units.

Unless otherwise noted on the Plat of Survey, Limited Common Elements include, without limitation:

1. Wooden balcony non-structural components which include wood planks/decking boards, surface railings, railing top caps, balusters/pickets, surface screws securing decking boards, non-structural railing fasteners (e.g., picket screws), cosmetic trim pieces, staining, sealing, and painting;
2. Concrete back patio slabs appurtenant to first floor units;
3. Exterior entry doors, frames, thresholds, trim, and hardware serving a single Unit;
4. Garages serving a single Unit, including the garage door, windows in the door, door trim, concrete slab floor, and all mechanical operating components (tracks, rollers, springs, opener motor, sensors, keypad, and interior lighting);
5. Window glass, assemblies, frames, exterior components, and sliding glass doors serving a single Unit;
6. Screens, storm doors, and similar components serving a single Unit;
7. Exterior HVAC compressors, pads, or equipment serving a single Unit;
8. Exterior lighting (including bulbs and fixtures) serving only one Unit, such as porch lights;
9. Pipes, ducts, wiring, and mechanical equipment serving exclusively one Unit, unless defined as part of the Unit interior by Section 4;
10. Attics (for second-floor Units) and crawlspaces (for first-floor Units) consisting solely of the access point and the non-habitable airspace. All structural components located within these areas remain Common Elements;
11. Any other area designated as an LCE by the Plat, Plans, or the Board in accordance with the Act.

Use of LCEs is exclusive, but ownership remains part of the Common Elements.

Section 5.3 – Easements and Use Rights in Common Elements and LCEs

Each Unit Owner is granted:

1. A non-exclusive easement to use the Common Elements in common with all other Owners for access, ingress/egress, utilities, safety, and enjoyment of their Unit; and
2. An exclusive easement to use the Limited Common Elements appurtenant to their Unit, subject to the governing documents.

These easements extend to the Owner's family, tenants, occupants, guests, and invitees.

Use rights are at all times subject to:

- the Act, this Declaration, the By-Laws, and the Rules & Regulations and any recorded master association covenants.

(5.3a) Access for Maintenance

To fulfill its maintenance obligations, the Association and its agents may enter Units and Limited Common Elements as reasonably necessary, subject to the access provisions of this Declaration and the Illinois Condominium Property Act.

(5.3b) Cross-References

Detailed maintenance responsibilities, cost allocations, reimbursement rights, and damage responsibility are set forth in:

- Article 7 – Maintenance & Repair Responsibilities, and
- Article 8 – Insurance & Casualty Loss.

In the event of a conflict, the provisions of the Insurance Article govern.

Section 5.4 – Alterations to Common Elements and Limited Common Elements

No Owner may alter, modify, penetrate, construct upon, or add to any Common Element, Limited Common Element, exterior building surface, or structural component without prior written approval of the Board and any required permits.

(5.4a) Board Authority for Improvements

The Board may authorize and charge as Common Expenses any alterations, additions, or improvements to the Common Elements, provided such work does not constitute a "substantial addition or alteration" under the Illinois Condominium Property Act. Owner approval is required only when the proposed work qualifies as a substantial addition or alteration as defined by the Act, or when expressly required elsewhere in this Declaration.

The following do not require Unit Owner approval:

- Repairs or replacements necessary for maintenance of the Common Elements;
- Emergency repairs;
- Work required to comply with law, safety regulations, or this Declaration;
- Reasonable improvements that do not meet the statutory definition of a substantial addition or alteration.

(5.4b) Structural and Building Protection Standards

All alterations must comply with: building codes, structural safety standards, drainage and waterproofing requirements, and any architectural guidelines or standards adopted by the Board. The Board may adopt architectural rules to ensure uniformity, building protection, and preservation of the Condominium's appearance.

(5.4c) Owner Responsibility for Damage

If any unauthorized alteration causes damage to: another Unit, the Common Elements, or the Limited Common Elements, the responsible Unit Owner shall reimburse the Association for all related costs as a Reimbursement Assessment.

Section 5.5 – Conveyance of Common Elements

No portion of the Common Elements may be sold, conveyed, transferred, or subjected to any encumbrance without:

1. The approval of at least two-thirds (2/3) of all Unit Owners, and
2. Compliance with the Illinois Condominium Property Act.

Any such conveyance must not impair or prevent the lawful use and enjoyment of the remaining Common Elements by the Unit Owners.

ARTICLE 6 USE & OCCUPANCY RESTRICTIONS

Section 6.1 – Residential Use Only; Prohibited Commercial and Transient Uses

All Units shall be used for residential dwelling purposes only.

No Unit may be used for:

1. Hotel, transient, or short-term lodging use;
2. Short-term rental or platform-based use (e.g., Airbnb, VRBO, or similar), except as expressly permitted and grandfathered under the leasing provisions of this Declaration;
3. Commercial or business operations that:
 - o create client/customer traffic, increase deliveries, noise, or visitors beyond normal residential use, involve employees working on-site, or violate zoning or applicable laws.

Incidental home-office work is permitted so long as it does not impact other residents or alter the residential character of the Property.

Section 6.2 – Occupancy, Guests, and Owner Responsibility

All occupancy must comply with: local building, safety, and fire codes, this Declaration, the By-Laws, and the Rules & Regulations. Temporary guests are permitted so long as their stay does not constitute a prohibited rental. Each Owner is responsible for the conduct of all: occupants, tenants, guests, invitees, and service providers. A violation by any occupant, tenant, or guest is deemed a violation by the Owner. The Board may require Owners to provide occupant and emergency contact information, consistent with the Act and the By-Laws.

Section 6.3 – Nuisances, Noise, and Quiet Enjoyment

No Owner, occupant, or guest may create a nuisance or interfere with other residents' quiet enjoyment of their Units or the Common Elements.

Prohibited conduct includes:

1. Excessive noise (music, parties, yelling, slamming doors);
2. Repeated Common Element disturbances;
3. Unreasonable odors or vibrations;
4. Harassment or abusive behavior;
5. Illegal activities;
6. Conduct resulting in repeated police or emergency responses;
7. Violations of quiet hours established by the Board.

The Board may establish additional standards through the Rules & Regulations.

Section 6.4 – Use of Common Elements; Obstructions

All Owners, tenants, and occupants have a non-exclusive right to use the Common Elements, subject to: this Declaration, the By-Laws, and the Rules & Regulations. The Board may regulate use of areas including, without limitation: parking areas, pool and clubhouse, fitness facilities, landscaped areas, walkways and access ways, for purposes of safety, maintenance, and equitable use.

Common Elements may be used only for their intended purposes. No Owner or occupant may:

1. Obstruct or block sidewalks, entrances, or drives;
2. Store personal property on Common Elements except in designated areas;

3. Place items on lawns, landscaped areas, or building exteriors without approval;
4. Damage, misuse the Common, or unreasonably interfere with the use of the Common Elements;
5. Allow rubbish, debris, or unsightly materials to accumulate;
6. Allow children to play in prohibited or unsafe areas;
7. Allow pets, bicycles, scooters, strollers, and similar items to be left unattended except as expressly permitted by Rules & Regulations;
8. Install any modification affecting drainage, structural integrity, or exterior appearance without approval;
9. Use the Common Elements in violation of law, ordinance, fire code, or safety regulations.

Section 6.5 – Limited Common Elements (LCEs): Balconies, Patios, Porches

LCEs appurtenant to a Unit may be used only for typical residential outdoor purposes.

Prohibited or restricted uses include:

1. Enclosures, painting, or structural modifications without Board approval;
2. Storage of boxes, appliances, building materials, or clutter;
3. Hanging laundry, bedding, rugs, or other items;
4. Use of grills, open flames, or fire hazards, except where permitted by law and Rules;
5. Installation of privacy screens, awnings, antennas, satellite dishes, or any attached device that requires drilling, cutting, fastening, or penetrating siding, wood, railings, or other building components, unless the Board grants prior written approval. Devices that clamp on or otherwise attach without penetrating the structure may be permitted only if approved by the Board;
6. Penetrations of exterior walls, roofs, slabs, or other structural elements;
7. Any modification affecting drainage, grading, or the building envelope;
8. Repairs or replacements to surface components (boards, railing caps, balusters) must match the original materials and colors and require prior Board approval, consistent with the Maintenance Article;
9. Failure to remove debris as required by the Maintenance Article.

The Board may regulate permissible furniture, décor, planters, and seasonal items by rule.

Section 6.6 – Exterior Appearance; Windows; Doors; Signs; Attachments

To preserve uniform appearance, protect building integrity, and property values:

1. Temporary Coverings Prohibited (with Emergency Exception): Temporary coverings such as foil, sheets, cardboard, or other makeshift materials are prohibited except in bona fide emergency situations (e.g., broken glass, storm damage, or other safety/security risks). In such cases: Temporary coverings must be used only for the minimum period reasonably necessary, and The Owner must arrange for prompt repair or replacement of the affected window or door. The Board may require written notice if the temporary covering remains in place beyond a reasonable period.
2. Seasonal Decorations: Seasonal decorations must comply with Board-established limits.
3. Exterior Attachments: No awning, canopy, shutter, or exterior attachment may be installed without prior written Board approval, except as required by applicable law. Satellite dishes and antennas permitted under federal OTARD rules must be installed without any drilling, cutting, penetration, or attachment to roofs, siding, railings, or other Common Elements or structural components. Acceptable installation methods include: non-penetrating mounts, weighted bases, or clamped devices that do not damage building surfaces. Owners are responsible for any damage caused by improper installation.
4. Signs: No “For Sale,” “For Rent,” or advertising signs may be displayed externally except as permitted by Board rules and applicable law.
5. Exterior Paint, Trim, Doors, and Color Standards: To ensure architectural consistency, the following apply: Exterior trim, doors, storm doors, and garage doors must be painted or maintained in the Board-approved colors only, as specified in the Rules & Regulations or architectural standards. Any replacement of a front entry door, storm door, or garage door must use the Board-approved model, design, and color to maintain uniformity. No Owner may alter colors or finishes visible from the exterior without prior written Board approval.

6. Security Cameras, Video Doorbells, and Similar Devices

Owners may install exterior security cameras or video doorbells only if all of the following conditions are met:

Permitted Devices:

- Doorbell cameras, peephole cameras, and small exterior cameras are permitted for personal security.
- Cameras may not be aimed into windows or private interior spaces of another Unit.

Installation Requirements:

- Devices must be installed in a manner that does not drill into, cut, damage, or penetrate siding, trim, railings, balcony surfaces, or any other Common Element or structural component unless professionally installed.
- If attachment to siding or other Common Element is necessary, the Owner must use a licensed and insured professional installer.
- The Board may require proof of professional installation.

Aesthetics and Placement:

- Cameras must be discreet in appearance and not alter the community's aesthetic.
- Cords must be concealed and may not run externally across siding or railings unless approved.

Responsibility for Damage:

The Owner is fully responsible for any damage to Common Elements or Limited Common Elements caused by installation, removal, or use of the device.

Section 6.7 – Storage, Trash, Recycling, and Waste Disposal

Owners and occupants must comply with all trash and recycling procedures.

Prohibited conduct includes:

1. Leaving garbage totes outside except on designated pickup days;
2. Failing to retrieve totes promptly after pickup;
3. Storing trash or personal property on balconies, patios, landings, or Common Elements;
4. Improper disposal of large, hazardous, or restricted items;
5. Allowing leaks, spills, or scattered waste.

Violations may result in fines or reimbursement assessments for cleanup costs.

Section 6.8 – Parking and Vehicles

Unless authorized by the Board, the following are prohibited on the Property:

1. Parking in fire lanes or non-parking areas;
2. Blocking or obstructing access to any driveway, garage, parking space, or shared access route belonging to another Unit Owner, or blocking emergency access;
3. Storing inoperable, unregistered, or uninsured vehicles;
4. Long-term outdoor vehicle storage;
5. Parking or storage of campers, boats, trailers, RVs, or commercial trucks;
6. Vehicles leaking fluid or damaging pavement.

The Board may regulate guest parking, assigned spaces, towing, and speed limits.

Section 6.9 – Pets and Animals

Pets must comply with the Rules & Regulations and all applicable laws.

Owners are responsible for ensuring pets:

1. Are leashed or contained;
2. Do not create unreasonable noise, odor, or danger;
3. Do not damage the Property;
4. Do not soil the Common Elements (and waste must be promptly removed).

The Board may regulate: number, type, and size of pets (where lawful); registration; restrictions on aggressive or dangerous animals.

Section 6.10 – Hazardous Activities and Materials

No Owner or occupant may:

1. Store flammable or hazardous materials beyond ordinary household quantities;
2. Disable or tamper with fire safety equipment;
3. Use fireworks or open flames where prohibited;
4. Block fire exits or access paths;
5. Overload electrical wiring or building systems;
6. Connect appliances or equipment to plumbing or HVAC systems in a way that affects other Units or Common Elements.

No activity may increase insurance premiums or cause cancellation of coverage.

Section 6.11 – Structural Integrity and Waste

Nothing may be done in any Unit, LCE, or Common Element that:

1. Impairs the structural integrity of the building;
2. Constitutes an unauthorized structural alteration;
3. Causes waste or damage.

All structural modifications require prior written Board approval and must comply with the Maintenance Article of this Declaration.

Section 6.12 – Smoking

Smoking (including vaping or cannabis where lawful) is prohibited in all interior and exterior Common Elements except in areas expressly designated by the Board as smoking areas. The Board may adopt further regulations, including designation, relocation, or removal of smoking areas.

Section 6.13 – Leasing and Transient Use

All leasing must comply with the Leasing Article.

Section 6.14 – Illegal or Dangerous Activities

No Unit, Common Element, or LCE may be used for: unlawful purposes, illegal drug activity, criminal conduct, or any activity endangering persons or property. All use must comply with federal, state, and local law.

Section 6.15 – Enforcement and Rulemaking

Violations of this Article are subject to enforcement under: the Declaration, the By-Laws, the Act.

Enforcement may include: notices, hearings, fines, suspension of non-essential amenities, reimbursement assessments, and legal or equitable action. The Board may adopt, amend, or repeal Rules & Regulations to interpret and implement these Use Restriction and to promote: safety, quiet enjoyment, aesthetics, and property values. Responsibility for damage, reimbursement, and insurance claims arising from violations is governed by the Maintenance & Repair Article and the Insurance Article.

ARTICLE 7

MAINTENANCE, REPAIR, AND REPLACEMENT RESPONSIBILITIES

The responsibility for maintenance, repair, and replacement of the Property is divided between (1) the Association and (2) each Unit Owner, as set forth below. Nothing in this Article shall be interpreted to limit the Association's right to impose reimbursement assessments, require corrective action, or enter Units in situations involving safety, structural integrity, legal compliance, or prevention of further damage.

Section 7.1 – General Principles

Maintenance responsibilities are divided between:

1. The Association, which maintains the Common Elements and certain Limited Common Elements; and
2. Unit Owners, who maintain the interior of their Units and certain components serving only their Unit.

Unless expressly stated otherwise, “maintenance” includes repair, replacement, and restoration. Where ambiguity exists, responsibility shall be determined by: this Declaration, the By-Laws, the Illinois Condominium Property Act (“the Act”), and reasonable interpretation by the Board.

Responsibility Determined by Function, Not Location

For purposes of this Article, responsibility for maintenance, repair, and replacement is determined by the function of a component - whether it serves one Unit or multiple Units - not solely by its physical location, even if a component is located inside a Unit’s boundaries or behind interior surfaces.

Section 7.2 – Association Responsibilities

The Association is responsible, at the Association’s expense (unless otherwise stated), for the maintenance, repair, and replacement of the following:

(7.2a) Common Elements

Including but not limited to:

1. Structural components (foundations, roofs, load-bearing walls, beams, slabs);
2. Exterior building surfaces, siding, masonry, façades, and building envelope components;
3. All mechanical, electrical, plumbing, HVAC, and utility lines, systems, and components serving more than one Unit.
4. Driveways, parking areas, sidewalks, curbs, pavement, and access ways;
5. Landscaping, trees, shrubs, lawn areas, irrigation, and drainage systems;
6. Recreational and amenity facilities, including the pool, pool deck and surrounding concrete surfaces, pool fencing and gates, clubhouse, fitness areas, and all related equipment;
7. Signage, fences, retaining walls, drainage systems, and exterior lighting excluding any exterior light fixtures that are controlled from within an individual Unit (such as porch lights);
8. Roof overhangs, gutters, and downspouts;
9. Any other portions of the Property designated as Common Elements.

All structural components - whether or not physically located within a Unit - are Common Elements.

(7.2b) Limited Common Elements (Structural Responsibility)

Even though the following serve or are appurtenant to a particular Unit, the Association is responsible for their structural maintenance, repair, and replacement unless otherwise stated:

1. Structural and load-bearing components of balconies;
2. Any Limited Common Element explicitly assigned to the Association in this Declaration.

“Structural repair” includes replacement of deteriorated balcony joists, ledger boards, subsurface materials, flashing, waterproofing membranes, and attachments.

(7.2c) Insurance-Covered Repairs

If a component for which the Association is responsible is damaged by a casualty covered under the Association’s insurance, the Association shall coordinate repairs and allocate costs consistent with the Insurance Article of this Declaration.

(7.2d) Damage Caused by Common Element Failure

If damage to a Unit results from: roof leaks, foundation movement, failure of a common plumbing line, or structural failure of Common Elements, then the Association shall repair the affected Common Elements and structural components, subject to the provisions of the Insurance Article (including deductible allocation). Interior finishes and betterments remain the responsibility of the Unit Owner.

(7.2e) Emergency Repairs

The Association may perform emergency repairs, whether within a Unit, Limited Common Element, or Common Element, necessary to prevent: structural damage, water intrusion, mold growth, safety hazards, or additional property damage. The cost may be charged to the responsible Owner if the emergency was caused by the Owner, a tenant, or a guest.

(7.2f) Cost Sharing and Reimbursement of Limited Common Element Repairs

If a repair involves both Owner-responsible and Association-responsible components: The party performing the work may invoice the other for its share, or The Association may elect to perform all work and charge the Owner for the Owner-responsible portion, consistent with Section 7.4 (Reimbursement and Charge-Back Rules).

Section 7.3 – Unit Owner Responsibilities

Unless otherwise provided by this Declaration, each Unit Owner is responsible, at their own expense, for the maintenance, repair, and replacement of the following:

(7.3a) Interior Components

1. Interior (non-load-bearing) walls, ceilings, and interior wall finishes;
2. Flooring of all types (carpet, tile, laminate, hardwood, etc.);
3. Interior surfaces of windows, sliding glass doors, and other glass;
4. Window screens and storm/screen units serving the Unit;
5. Interior doors, trim, and hardware;
6. Cabinets, countertops, shelving, and built-ins;
7. All appliances and equipment within the Unit;
8. Plumbing fixtures (sinks, toilets, tubs, showers, faucets, disposals);
9. Electrical fixtures, outlets, switches, and interior wiring from the Unit's electrical panel inward;
10. HVAC equipment exclusively serving the Unit (furnaces, AC condensers, condenser pads, thermostats, unless expressly designated otherwise);
11. Water heaters serving the Unit;
12. Smoke detectors and CO detectors located inside the Unit;
13. Paint, wall coverings, and decorative finishes;
14. Wi-Fi, cable, telecommunications, and similar in-Unit equipment.

(7.3b) Limited Common Elements (Owner Upkeep Duties)

Owners shall keep their exclusively assigned Limited Common Elements: clean; free of trash, clutter, personal storage, and standing water (where applicable); and in a neat, sanitary condition.

The Owner is responsible for:

1. Damage caused by the Owner's negligence, misuse, or failure to maintain;
2. Replacement of items placed there by the Owner (e.g., furniture, decorations, planters);
3. Compliance with all balcony/patio and exterior-use restrictions.

(7.3c) Water-Related Incidents

Owners are responsible for:

1. Leaks originating inside the Unit (e.g., water heaters, dishwashers, toilets, sinks, tubs, showers, in-Unit plumbing lines);
2. Mold remediation inside the Unit resulting from any leaks or from failure to properly ventilate or maintain the Unit;
3. Damage to other Units, Common Elements, or Limited Common Elements caused by leaks or conditions originating from their Unit.

(7.3d) Mechanical Lines Serving Only One Unit

Owners maintain any mechanical, plumbing, electrical, gas, or HVAC component that exclusively serves their Unit, from the point it branches from a common line, even if a portion of that component or line is located in or passes through the Common Elements.

Section 7.4 – USPS Responsibilities

The cluster mailboxes, parcel lockers, and any associated locks, keys, and hardware serving the Property are the property of the United States Postal Service (USPS).

Accordingly:

1. Installation, maintenance, repair, and replacement of mailbox units, parcel lockers, locks, and related components are the sole responsibility of USPS.
2. Keys for individual mailbox compartments are issued and replaced exclusively by USPS.
 - The Association does not hold keys and cannot provide replacements.
3. Unit Owners must contact the local Post Office for:
 - lost keys, lock changes, broken or stuck boxes, and any mailbox access issues.
4. If USPS requires access to Association property to repair or replace mailbox equipment, the Association will coordinate such access upon request.
5. The Association is not responsible for delays, damage, mail delivery issues, or failures by USPS to maintain the mailbox equipment.

Section 7.5 – Reimbursement / Charge-Back Assessments

The Association may assess the cost of repair, replacement, or remediation against a Unit Owner as a reimbursement assessment when:

1. Damage arises from the Owner's negligence, misuse, violation of the governing documents, or failure to maintain the Unit or LCEs;
2. Damage originates from a system, fixture, or appliance exclusively serving the Unit;
3. A tenant, occupant, guest, invitee, or contractor of the Owner causes damage;
4. The Owner fails to remedy a dangerous, unsanitary, or noncompliant condition after notice.

Reimbursable costs may include, but are not limited to:

- labor and materials; emergency response and mitigation; remediation (including mold treatment); structural repairs; professional services; increased insurance costs or deductibles as permitted by the Declaration and the Act; and reasonable administrative fees and attorneys' fees.

These amounts may be specially assessed to the affected Unit and collected as an assessment. Where damage is insured under the Association's master policy, reimbursement shall be determined in accordance with the Insurance Article, including deductibles.

Section 7.6 – Access to Units

To carry out its responsibilities, the Association and its agents, contractors, or professionals may enter any Unit or Limited Common Element:

1. To perform maintenance, repair, or replacement of Common Elements or Association-maintained LCEs;
2. To investigate leaks, mold, structural concerns, odors, pests, or safety issues;
3. To determine the source of damage or a suspected violation;
4. To perform emergency repairs;
5. For inspections reasonably necessary to enforce this Declaration, the By-Laws, or the Rules; or
6. As otherwise permitted by the Act.

Except in emergencies, Owners shall receive reasonable advance notice. Failure to grant access may result in: fines; reimbursement charges; legal action; or forced entry in case of emergency. Any damage caused by authorized Association entry, not resulting from Owner fault, shall be repaired at the Association's expense.

Section 7.7 – Failure of Owner to Maintain Unit

If a Unit Owner fails or refuses to perform maintenance or repair required under this Declaration and such failure:

- threatens other Units or the Common Elements;
- endangers building structure, safety, or systems; or
- creates unsanitary or hazardous conditions,

then, after written notice specifying the condition and allowing a reasonable period to cure (except in emergencies), the Association may:

1. Enter the Unit (with notice where practicable);
2. Perform the necessary maintenance, repair, or remediation; and
3. Charge all related costs to the Owner as a reimbursement assessment.

Section 7.8 – Mold and Moisture Prevention

Owners must take reasonable steps to prevent mold and moisture damage within their Units, including:

1. Running bathroom and kitchen ventilation fans as needed;
2. Using dehumidifiers where appropriate;
3. Promptly reporting leaks or water intrusion;
4. Cleaning up spills and standing water quickly;
5. Maintaining HVAC filters and equipment in good working order.

(7.8a) Owner Responsibility for Mold Remediation

Mold remediation inside a Unit is the responsibility of the Unit Owner.

(7.8b) Association Authority to Act

If mold or moisture conditions:

- are not addressed by the Owner in a timely and reasonable manner,
- threaten the Common Elements or the structural integrity of the building, or
- affect or risk affecting multiple Units,

then the Association may enter the Unit, perform any necessary remediation or repairs, and restore affected areas to prevent further damage.

(7.8c) Reimbursement

Except where mold results from the Association's own negligence in repairing a known cause, all costs incurred by the Association for remediation, repair, mitigation, or necessary access shall be charged to the responsible Unit Owner as a reimbursement assessment.

Section 7.9 – Code Compliance and Safety

Each Unit Owner shall maintain their Unit, and any components they are responsible for, in compliance with all applicable: building codes; fire and life-safety codes; health and sanitation codes; and other applicable laws and regulations. If a violation of such codes creates a safety hazard or threatens the Property, the Association may require the Owner to correct the condition within a reasonable time, or may cure the violation itself and assess the costs to the Owner as a reimbursement assessment.

Section 7.10 – Liens Arising from Owner Work

If a Unit Owner arranges for work, repairs, or alterations and a mechanic's lien or other encumbrance is recorded against the Property or Common Elements as a result:

1. The Association may, in its discretion, cause such lien or encumbrance to be discharged, satisfied, or bonded over; and
2. The Unit Owner or Owners responsible shall be jointly and severally liable for all amounts necessary to discharge or bond off the lien, including costs, interest, and reasonable attorneys' fees.

These amounts may be assessed to the responsible Unit(s) as a reimbursement assessment.

Section 7.11 – Board Authority to Clarify Responsibilities

The Board shall have authority to take, or refrain from taking, any action pursuant to this Article, and may:

1. Adopt or amend Rules & Regulations to further define maintenance obligations;
2. Publish responsibility charts, matrices, diagrams, or FAQs;
3. Establish preventive maintenance requirements for certain systems;
4. Require access for inspections; and
5. Establish cost-allocation policies consistent with this Declaration and the Act.

All expenses which, pursuant to this Article, are chargeable to any Unit Owner may be specifically assessed to such Unit Owner and shall be payable as assessments in the manner provided in the Declaration and By-Laws.

ARTICLE 8 INSURANCE

Section 8.1 – Association Insurance Requirements

The Association shall obtain and maintain, to the extent reasonably available, all insurance coverages required by the Illinois Condominium Property Act ("the Act"), including but not limited to:

(8.1a) Property Insurance

Covering, at full insurable replacement cost and written on a "special form" or "all-risk" basis:

- All Common Elements; Structural components of Limited Common Elements; Units, exclusive of improvements and betterments installed by Unit Owners; Roofs, foundations, exterior walls, siding, façades; Mechanical, electrical, plumbing, and HVAC systems serving more than one Unit; Hallways, stairwells, corridors, and building service areas.

Coverage shall include, if available:

- Fire, smoke; Windstorm and hail; Water damage (as insurable); Vandalism, theft; Explosion; Such other hazards as required by the Act or deemed appropriate by the Board.

Policies shall include inflation-guard provisions and any endorsements required by law. Such coverage shall include the Units, including Limited Common Elements, but excluding improvements and betterments installed by Unit Owners, as required by the Act.

(8.1b) General Liability Insurance

Including bodily injury, property damage, personal injury, and occurrences on the Common Elements, covering the Association, the Board, officers, agents, volunteers, and any managing agent.

(8.1c) Directors & Officers Liability Insurance (D&O)

Covering Board members, officers, and committee members acting within the scope of their duties.

(8.1d) Fidelity / Crime Insurance

Insuring against theft or misappropriation of funds by: Officers, Directors, Employees, Managing agents, and Volunteers handling Association funds.

(8.1e) Workers' Compensation Insurance

As required by Illinois law for any Association employees.

(8.1f) Umbrella/Excess Liability Insurance

The Board may obtain umbrella coverage in amounts it deems appropriate.

(8.1g) Flood Insurance

The Board may obtain flood insurance if required by lenders, the NFIP, or if deemed advisable.

(8.1h) Notice of Cancellation or Modification

All insurance policies must provide at least 30 days' prior written notice to the Association and, where required, to first mortgagees of: Cancellation, Non-renewal, or Substantial modification. All property and liability policies shall include a waiver of subrogation clause.

Section 8.2 – Association as Trustee of Insurance Proceeds

All insurance policies shall be purchased in the name of the Association, which shall act as trustee of all insurance proceeds for the benefit of all Unit Owners, the Association, and mortgagees. The Association shall receive, hold, supervise, and disburse all insurance proceeds.

(8.2a) Option to Appoint Corporate Trustee

In the event of a major insured loss or upon written demand of a mortgagee or the Owner of a substantially damaged Unit, the Association may appoint a bank or trust company authorized to do trust business in Illinois to act as insurance trustee. The costs of the corporate trustee shall be a Common Expense.

Section 8.3 – Unit Owner Insurance Requirements (HO-6 Policies)

Each Unit Owner shall maintain, at the Owner's expense, an HO-6 condominium policy providing coverage for:

1. Improvements and betterments installed by the Owner;
2. Personal property;
3. Personal liability;
4. Loss of use/temporary housing;
5. Deductible coverage;
6. Interior finishes not covered by the master policy;
7. Water back-up coverage, if available.

Owners must provide proof of coverage upon request. If an Owner fails to maintain required insurance, the Association may obtain such coverage and assess the cost to that Owner as a reimbursement assessment.

Section 8.4 – Deductible Allocation

Deductibles shall be allocated consistent with the Act as follows:

1. Damage originating in a Unit → The Unit Owner shall pay the deductible up to the lesser of the Association's deductible or the actual repair cost for that Unit.
2. Damage originating in Common Elements → Deductible is a Common Expense.
3. No-fault losses (storm, lightning, etc.) → Deductible is a Common Expense.

4. Damage caused by an Owner, tenant, guest, or contractor → The Owner pays 100% of the deductible AND all uninsured costs.

Any time the deductible is to be assessed to the Unit Owner, the Board of Directors shall first have a hearing, subject to the required notice, to determine and assess the percentage of responsibility of the Unit Owner and allow the Unit Owner present evidence supporting a lesser allocation.

Section 8.5 – Improvements and Betterments

The Association’s insurance does not cover improvements or betterments made by a Unit Owner, including: upgraded cabinetry, flooring, counters; premium fixtures; custom finishes; modified layouts or non-original installations. Owners must insure and replace these items.

Section 8.6 – Owner Responsibility for Damage

A Unit Owner is responsible for all damage to: another Unit, the Common Elements, or the Limited Common Elements, caused by: negligence, misuse, failure to maintain, unauthorized alterations, or actions of any occupant, guest, or contractor. Costs may be charged as a reimbursement assessment, including administrative and attorney’s fees. This section supplements, and does not limit, the reimbursement and maintenance obligations established in Article 7.

Section 8.7 – Mold, Water Intrusion, and Remediation

If mold results from a Unit Owner’s failure to maintain the Unit or promptly report a problem, that Owner is responsible for:

- remediation inside the Unit;
- remediation and repairs to affected neighboring Units;
- remediation and repairs to impacted Common Elements and Limited Common Elements; and
- all associated costs, including testing, contractor fees, emergency mitigation, and any related insurance deductibles.

When mold or water intrusion results from an insured casualty affecting Common Elements, the Association is responsible for structural remediation, subject to the Insurance Article, while Owners remain responsible for interior Unit components as specified in Article 7 and Article 8. “Insured casualty” means a sudden and accidental event covered under the Association’s master insurance policy, including but not limited to a failure of a Common Element (such as a roof leak, foundation failure, burst common plumbing line, or storm damage affecting the building envelope). If an Owner fails to remediate mold inside the Unit in a timely manner, or if the condition threatens structural elements or neighboring Units, the Association may enter the Unit, perform necessary work, and assess all costs to the Owner as a reimbursement assessment.

Section 8.8 – Waiver of Subrogation

The Association and all Unit Owners waive and release claims against one another to the extent such claims are covered by insurance. All policies shall include a waiver of subrogation clause.

Section 8.9 – Insurance Adjustment Responsibilities

(8.9a) Association Responsibilities

The Association shall:

1. File master-policy claims;
2. Adjust losses;
3. Manage inspections;
4. Oversee repairs to Common Elements and LCE structural components.

(8.9b) Owner Responsibilities

Owners shall:

1. File HO-6 claims for interior damage and improvements;
2. Cooperate with adjusters;
3. Provide access;
4. Complete interior repairs.

Section 8.10 – Mandatory Reporting of Damage

Owners must promptly report: leaks, water intrusion, mold, fire or smoke, structural cracks, hazardous or unsafe conditions. Failure to report damage promptly may result in liability for increased costs or uninsured losses.

Section 8.11 – Repairs After Casualty

(8.11a) Association Responsibility Includes

- structural components;
- building systems;
- Common Elements;
- structural portions of Limited Common Elements.

(8.11b) Owner Responsibility Includes

- interior finishes and wall coverings;
- flooring, cabinetry, and appliances;
- upgrades, improvements, and betterments;
- personal property.

Repairs must comply with applicable building codes and Association rules.

Section 8.12 – Dispute Resolution

Disputes concerning insurance allocation, valuation, or responsibility shall first be submitted to the insurer's appraisal process. If unresolved, the parties may use mediation, arbitration (if adopted), or legal action.

Section 8.13 – Condemnation and Insufficient Proceeds

If insurance proceeds are insufficient to restore the Property, or if the Property is damaged or taken by eminent domain, the provisions of Section 14 of the Illinois Condominium Property Act shall apply, including:

- allocation of proceeds;
- procedures for partial or full withdrawal of damaged portions;
- rights of Owners and mortgagees;
- reconstruction or termination processes.

ARTICLE 9 DAMAGE, RECONSTRUCTION, & EMINENT DOMAIN

Section 9.1 – Damage and Applicability

This Article governs the repair, restoration, and reconstruction of any portion of the Property damaged by fire, water, casualty, natural disaster, or other insured or uninsured event, as well as the treatment of compensation arising from eminent domain or similar proceedings. These procedures are intended to comply with and incorporate the applicable provisions of the Illinois Condominium Property Act ("the Act"), including, without limitation, the insurance and damage/reconstruction sections of the Act. Damage allocation and cost responsibility under this Article shall be determined in coordination with Article 7 (Maintenance, Repair & Replacement) and Article 8 (Insurance), including any applicable deductibles. In the event of any conflict between this Article and the Act, the provisions of the Act shall control.

Section 9.2 – Insurance Proceeds Held by Association

All insurance proceeds for losses affecting the Common Elements, Limited Common Elements, or structural components of Units shall be:

1. Paid to the Association (or to a corporate trustee designated by the Association, if any);
2. Held in trust for the benefit of the Unit Owners, mortgagees, and the Association; and
3. Disbursed for repair, restoration, or other lawful purposes in accordance with this Declaration and the Act.

Section 9.3 – Allocation of Repair Responsibilities

Repair responsibilities following a casualty shall be determined by:

- Article 4 (Units & Unit Boundaries);
- Article 5 (Common Elements & Limited Common Elements);
- Article 7 (Maintenance, Repair & Replacement);
- Article 8 (Insurance);
- This Article 9; and
- The Act.

In general:

Association responsibilities (subject to the Insurance and Maintenance Articles):

- Roofs, foundations, load-bearing walls, and structural framing;
- Structural components of balconies, patios, decks, and porches;
- Plumbing, electrical, and HVAC systems serving more than one Unit;
- All Common Elements and structural Limited Common Elements;
- Structural portions of exterior window and door assemblies.

Unit Owner responsibilities (subject to the Insurance and Maintenance Articles):

- Interior finishes (drywall finish, flooring, tile, paint, trim);
- Improvements and betterments installed by or for the Owner;
- Cabinets, countertops, built-ins, and interior doors;
- Appliances and fixtures within the Unit;
- Any interior component not insured by the Association's master policy.

If there is a conflict between this Declaration and the Act, the Act shall control.

Section 9.4 – Duty to Rebuild (Ordinary Damage)

If insurance proceeds are available and sufficient to cover the cost of restoring the damaged portions of the Property for which the Association is responsible:

1. The Association shall promptly undertake and supervise restoration of the damaged Common Elements and structural components to their condition immediately prior to the casualty, excluding Unit Owner improvements and betterments; and
2. Unit Owners shall separately restore the interior portions of their Units and any betterments at their own expense, subject to coordination with the Association.

The Board shall manage the repair process, including contracting, oversight, and disbursement of insurance proceeds, consistent with the Act. Owners shall cooperate with any temporary relocation reasonably required to complete structural repairs, to protect building integrity, or to ensure the safety of occupants and contractors. Any such relocation shall be undertaken in a manner consistent with the Act.

Section 9.5 – Insufficient Insurance Proceeds

If insurance proceeds are insufficient to complete all required structural and Common Element repairs for which the Association is responsible, the deficiency shall be treated as a Common Expense, and the Board may levy a special assessment in accordance with: the Act, and the budget, special assessment, and emergency assessment provisions of the Declaration and By-Laws. Nothing in this Section limits the Association's right to pursue reimbursement or charge-backs from a responsible Unit Owner under the Maintenance and Insurance Articles.

Section 9.6 – Unit Owner Responsibility for Interior Repairs

Each Unit Owner shall, at their own expense:

1. Restore the interior portions of their Unit not insured by the Association;
2. Replace improvements and betterments;
3. Repair damage not covered by insurance or that is caused by the Owner, tenant, guest, invitee, or contractor; and
4. Coordinate interior repairs with the Association to maintain structural integrity, building envelope, and architectural uniformity.

All such work must comply with the alteration/approval requirements of this Declaration, the By-Laws, and the Rules & Regulations.

Section 9.7 – Damage Originating Within a Unit

If damage originates from a Unit or from components serving only that Unit (for example: plumbing leak, appliance failure, water heater failure, negligent behavior, or violation of the governing documents), the Owner of that Unit shall be responsible for:

- the Association’s deductible, to the extent permitted by the Act and the Insurance Article;
- any uninsured loss attributable to the event; and
- all damages to other Units, Common Elements, or Limited Common Elements caused by that event, as further provided in Article 7 (Maintenance, Repair & Replacement) and Article 8 (Insurance).

Section 9.8 – Access and Multi-Unit Coordination

To complete any repair or restoration:

1. The Association and its contractors may enter Units and Limited Common Elements upon reasonable notice, except in emergencies where immediate entry is required to protect persons or property.
2. Where damage affects multiple Units or building systems, the Association shall coordinate:
 - insurance claims;
 - structural and system reconstruction; and
 - restoration of building envelope and Common Elements

before individual Unit Owners undertake interior finish work, to the extent reasonably necessary to ensure safety and consistency. Failure to grant required access may result in enforcement action under the Declaration and By-Laws.

Section 9.9 – Major Destruction; Decision Not to Reconstruct

If a major portion of the Property is destroyed or substantially damaged, the rights and procedures set forth in the Act regarding:

- the determination of whether to repair or reconstruct;
- owner vote thresholds;
- possible sale of the Property; and
- amendment or termination of the condominium,

shall apply and are incorporated herein by reference.

In such a case:

1. The Board shall obtain appropriate estimates and insurance information;
2. The Board shall call a meeting of the Unit Owners and present options as required by the Act; and
3. The decision whether to reconstruct or not shall be made in the manner, and by the percentage vote, required by the Act.

If the decision is made not to reconstruct, the distribution of any insurance proceeds and any sale proceeds shall be made as provided in the Act and this Declaration. For purposes of this Section, ‘major destruction’ or ‘substantial damage’ means damage exceeding 50% of the replacement cost of the building or buildings affected, unless the Act establishes a different standard.

Section 9.10 – Eminent Domain / Condemnation

If all or any portion of the Property is taken by eminent domain, condemnation, or sale under threat thereof (collectively, a “Taking”):

1. The rights of the Association and the Unit Owners shall be governed by the Act and this Declaration;
2. Any award or compensation attributable to the Common Elements shall be paid to the Association, to be:
 - applied to restoration and repair (if the condominium continues), or
 - distributed to the Unit Owners as provided in Section 9.11 and the Act if the condominium is terminated or the affected portion is withdrawn; and
3. Any award or compensation attributable solely to an individual Unit shall be paid to the Owner of that Unit (and their mortgagee, as applicable), subject to the Act.

The taking authority shall have no obligation to allocate compensation between Unit and Common Element interests unless required by the Act.

Section 9.11 – Allocation of Eminent Domain Awards

Unless the Act or the condemning authority requires a different allocation:

1. Compensation attributable to Common Elements shall be allocated among Unit Owners in proportion to their Percentage Interests in the Common Elements;
2. Compensation attributable to a specific Unit (including its appurtenant Limited Common Elements) shall be paid to the Owner of that Unit and any mortgagee(s) of record, as their interests may appear;
3. If only a portion of the Property is taken and the condominium continues, the Declaration and Plat shall be amended as necessary to reflect: revised boundaries, revised Percentage Interests (if applicable), and any changes required by the Act.

The Association is authorized to execute and record such amendments on behalf of all Unit Owners, consistent with the Act.

Section 9.12 – Dispute Resolution

Disputes regarding:

- allocation of responsibility for repairs;
- application or distribution of insurance proceeds;
- allocation or distribution of eminent domain awards; or
- reconstruction obligations

shall be resolved, to the extent applicable, by:

1. Insurance appraisal or adjustment procedures under the applicable policy;
2. Determination by the Board, acting reasonably and in good faith; and
3. If necessary, judicial or alternative dispute resolution consistent with the Act and this Declaration.

Section 9.13 – Code Compliance and Standards

All repairs, restorations, reconstructions, and alterations performed following damage or a Taking must comply with:

- applicable building, fire, health, and safety codes;
- architectural and alteration review requirements of this Declaration;
- the By-Laws and Rules & Regulations; and
- the Act.

The Association may condition approval of plans or access to insurance proceeds on evidence that work will comply with applicable codes and Association standards.

ARTICLE 10 ASSESSMENTS & COMMON EXPENSES

Section 10.1 – Duty to Pay Assessments

Each Unit Owner shall pay their share of the Common Expenses and all other assessments levied by the Association in accordance with this Declaration, the By-Laws, and the Illinois Condominium Property Act (“the Act”). Every assessment, charge, fine, reimbursement, or other amount lawfully imposed by the Association is a personal obligation of the Unit Owner and runs with title to the Unit. Failure to pay any assessment when due constitutes a default under this Declaration and creates a lien on the Unit as described in this Article.

Section 10.2 – Types of Assessments

The Association may levy the following types of assessments:

(10.2a) Regular Assessments (Annual / Monthly)

Regular assessments fund the ordinary operating expenses of the Association, including: maintenance of Common Elements, reserves, insurance premiums, administrative expenses, and all other recurring Common Expenses. Regular assessments shall be based on the annual budget adopted by the Board.

(10.2b) Special Assessments

Special assessments may be levied for: capital repairs and replacements, improvements, unanticipated Common Expenses not included in the annual budget, or shortfalls in reserves or operating funds. Special assessments require only the procedures and notices required under the Act (e.g., no owner vote unless the increase exceeds the statutory 115% budget threshold).

(10.2c) Emergency Assessments

The Board may levy emergency assessments without owner approval when necessary to: address threats to health or safety, prevent further damage, complete urgent repairs of Common Elements, or comply with law or governmental order.

(10.2d) Reimbursement Assessments (“Charge-Backs”)

The Board may assess a Unit Owner individually for:

- damage caused by the Owner, tenant, guest, or contractor;
- violations of the Declaration, By-Laws, or Rules;
- costs assigned to the Owner under the Maintenance Article;
- deductible reimbursement as permitted under the Insurance Article;
- legal fees and collection costs incurred due to that Owner’s conduct.

Reimbursement assessments are enforceable and collectible as Common Expenses.

Section 10.3 – Allocation of Assessments & Percentage Interest

Unless otherwise expressly stated in this Declaration or required by the Act:

All assessments shall be allocated among the Units according to each Unit’s Percentage Interest in the Common Elements. Percentage Interests are shown on Exhibit C and may not be changed except by amendment to this Declaration in conformity with the Act.

Section 10.4 – Budget Adoption Process

(10.4a) Preparation of Budget

The Board shall prepare a proposed annual budget for each fiscal year, including: anticipated Common Expenses, reserve contributions, operating expenses, and the proposed assessment for each Unit.

(10.4b) Distribution & Ratification

The proposed budget shall be delivered to all Unit Owners in accordance with the Act and the By-Laws. Unless a majority of Unit Owners reject the budget at a meeting called for that purpose, the budget is ratified and the regular assessments become effective.

(10.4c) Budget Shortfalls

If the adopted budget or reserves prove inadequate, the Board may: adjust regular assessments, or levy a special or emergency assessment, consistent with this Article and the Act.

Section 10.5 – Payment of Assessments; Late Fees and Interest

(10.5a) Due Dates

Assessments shall be due on the dates established by Board resolution or the annual budget.

(10.5b) Late Fees

The Association may impose reasonable late fees for any assessment not paid within the time specified by Board rule.

(10.5c) Interest

Past-due assessments shall accrue interest at the maximum rate allowed by the Act or at a lesser rate set by the Board.

(10.5d) Application of Payments

Unless otherwise required by law, the Association may apply payments in the following order:

1. attorneys' fees and collection costs;
2. late fees;
3. interest;
4. fines and other charges;
5. assessments (oldest first).

Section 10.6 – Lien for Unpaid Assessments

(10.6a) Creation of Lien

All unpaid assessments, fines, late charges, interest, attorneys' fees, and costs constitute a lien on the Unit under Section 9 of the Act.

(10.6b) Notice of Lien

The Association may record a Notice of Lien against the Unit in the Champaign County Recorder's office. The lien secures all past-due assessments and all amounts that become due before satisfaction of the lien. The timing and use of liens shall be determined by the Board in its sole discretion, consistent with Section 9 of the Illinois Condominium Property Act.

(10.6c) Priority of Lien

The lien has the statutory priority set forth in Section 9(g) of the Act, including the priority for six (6) months of unpaid assessments in the event of a foreclosure by a first mortgagee.

Section 10.7 – Collection Remedies; Foreclosure

If an Owner fails to pay any assessment when due, the Association may pursue any lawful remedy, including:

1. Suit for money judgment (personal liability);
2. Recording and enforcing the lien;
3. Foreclosure of the lien in the same manner as a mortgage;
4. Suspension of non-essential amenities;
5. Recovery of attorneys' fees, court costs, and collection costs as permitted by the Act.

The Association may bid on the Unit at a foreclosure sale and may acquire, hold, lease, and convey Units as necessary.

Section 10.8 – Surplus and Deficit Handling

(10.8a) Surplus

Any surplus funds remaining at the end of a fiscal year may, at the Board's discretion: be applied to future Common Expenses, be contributed to reserves, reduce future assessments, or be refunded to Owners (rare; only if required by the Act).

(10.8b) Deficit

Any deficit may be: carried forward, incorporated into the next year's budget, or funded through a special assessment.

Section 10.9 – No Waiver of Assessment Obligations

No Unit Owner may avoid, waive, or otherwise escape liability for assessments or other charges by:

1. Waiving the use of the Common Elements,
2. Abandoning or vacating the Unit, or
3. Claiming lack of benefit.

The obligation to pay assessments is absolute and constitutes a covenant running with the land.

ARTICLE 11

PERCENTAGE INTERESTS IN COMMON ELEMENTS

Section 11.1 – Establishment of Percentage Interests

Each Unit is assigned a Percentage Interest in the Common Elements as set forth in Exhibit C, attached to and incorporated into this Declaration. These percentages were established in accordance with the Illinois Condominium Property Act and shall remain constant unless changed by:

1. A duly recorded amendment to this Declaration, and
2. Approval of the Unit Owners as required by the Act.

No reallocation or change in Percentage Interests is permitted except as expressly authorized by the Act.

Section 11.2 – Undivided Ownership

The Common Elements are owned by all Unit Owners as tenants-in-common, in proportion to their respective Percentage Interests. Ownership of a Unit and its corresponding Percentage Interest: shall not be separated, may not be conveyed or encumbered separately, and automatically transfers with the conveyance of the Unit.

Section 11.3 – Use of Percentage Interests

Percentage Interests determine:

1. Each Unit Owner's share of Common Expenses and regular, special, and emergency assessments;
2. Allocation of surplus funds or credits, if any;
3. Voting rights, only when voting is required by Percentage Interest under the Act or this Declaration (e.g., certain amendments, destruction/repair decisions, eminent domain);
4. Distribution of insurance proceeds in accordance with the Act;
5. Allocation of proceeds if the Property is sold following termination of the condominium.

Nothing in this Section shall alter the voting procedures in the By-Laws, which govern Board elections and other votes not expressly requiring Percentage Interest.

Section 11.4 – No Partition

No Unit Owner may:

- seek partition or division of the Common Elements, or
- take any action inconsistent with the Common Elements remaining undivided.

The Common Elements shall remain undivided as required by the Act and this Declaration.

Section 11.5 – Binding Effect

The Percentage Interests: run with the land, bind all current and future Owners, and may only be changed by the amendment procedure expressly permitted by the Act.

ARTICLE 12

LEASING OF UNITS

Section 12.1 – General Rule: Leasing Permitted Only as Provided in This Declaration

Units may be leased only in accordance with the terms of this Article and the Illinois Condominium Property Act. Any lease, renewal, or occupancy agreement that fails to comply with this Article is void.

SECTION A – MINIMUM LEASE TERM & PROHIBITION OF SHORT-TERM RENTALS

Section 12.2 – Minimum Lease Term

Except as expressly grandfathered under Section 12.5 and 12.6, no Unit may be leased for a term of less than thirty (30) consecutive days. Leases shorter than 30 days - including nightly, weekend, weekly, or transient rentals - are strictly prohibited.

Section 12.3 – Prohibition on Short-Term (Less than 30 Days) or Transient Use

The following are expressly prohibited:

1. Airbnb, VRBO, or similar platforms
2. Hotel-type or bed-and-breakfast use
3. Room-by-room rentals, unless a single household is occupying under one lease
4. Licenses to occupy, “house swaps,” or any non-traditional short-term arrangement

No Unit may be advertised or marketed for prohibited short-term rental use. All leases must be for the entire Unit; room-by-room leasing is prohibited.

SECTION B – GRANDFATHERING & PHASING OUT RENTALS

Section 12.4 – Rental Cap

The Association may adopt a cap on the total number of Units permitted to be leased at any given time, subject to approval of the Members as required for Declaration amendments.

Section 12.5 – Grandfathering of Existing 7-29 Day Rentals

After the effective date of this Declaration amendment, all new leases must be for a minimum of thirty (30) consecutive days. However, any reservations or lease agreements between 7 and 29 days that were already executed, contracted, or paid for prior to the adoption of this amendment may be honored. These reservations may proceed but may not be renewed, extended, or rebooked for additional short-term periods. Once any previously booked 7–29 day stays have concluded, the Unit may only be leased for terms of 30 days or longer, subject to all other leasing restrictions in this Article. Grandfathered rental *eligibility* (allowing the Unit to remain a rental Unit at all) continues until a triggering event described in Section 12.6 occurs, but short-term rentals are not grandfathered and may not continue beyond the specific pre-booked stays referenced above.

Section 12.6 – Grandfathering of Existing Units Eligible for Leasing

1. Any Unit owned as of the effective date of this Amendment is grandfathered for leasing purposes, regardless of whether the Unit is currently leased.
 - The right to lease applies to that specific Unit only, not to the owner generally.
 - Owners may not acquire additional Units and claim rental rights based on a previously owned Unit.
2. Grandfathered status runs with the Unit, and remains valid until the earliest of:
 - Sale or transfer of the Unit to a non-exempt party (exempt transfers include conveyance to a spouse, immediate family member, or transfer by inheritance, devise, or trust distribution to a family member);
 - Revocation of grandfathered status due to violation of leasing requirements in this Article.
3. Exempt Transfers (Rental Eligibility Preserved):
Grandfathered rental eligibility is preserved if the Unit is transferred:
 - to a spouse,
 - to an immediate family member (parent, child, sibling, grandparent, grandchild),
 - to a trust for estate-planning purposes, or upon distribution from a trust or estate to an immediate family member.
4. After a Unit loses grandfathered status:
 - It becomes a non-rental Unit, and
 - may not be leased again.
5. Grandfathered status cannot be expanded, transferred, replicated, or applied to additional Units owned or acquired by the same owner.

SECTION C – LEASE REQUIREMENTS & OWNER RESPONSIBILITIES

Section 12.7 – Written Lease Required

Every lease must be:

- In writing and signed by the Owner and tenant.

A Unit Owner must provide to the Association, within ten (10) days of lease signing or not later than the date of occupancy; whichever occurs first:

1. A copy of the fully executed lease, or a memorandum of lease containing the lease term, parties, and signatures,
2. Names of all occupants,
3. Email address (if applicable) and phone number for at least one adult occupant,
4. Emergency contact information,
5. Move-in and move-out dates.

Failure to submit this information is a violation of the Declaration.

Section 12.8 – Mandatory Lease Provisions

Every lease must contain all of the following language (or language approved by the Association):

1. Compliance Clause - “Tenant agrees to comply with the Declaration, By-Laws, and Rules & Regulations of the Association.”
2. Liability Clause - “The Unit Owner is responsible for the actions of the tenant, occupants, and guests.”
3. Eviction Clause - “If the tenant violates the governing documents, the Association may require the Unit Owner to enforce the lease, up to and including eviction.”
4. Contact Information Requirement - “Tenant must provide the Association with contact information and emergency information.”
5. Background Screening Certification - “Owner certifies that all tenants have undergone a lawful background screening process administered by the owner and consistent with applicable federal, state, and local laws.

The Board may adopt a standard lease addendum required for all leases.

Section 12.9 – Occupancy & Subleasing

1. Subleasing is prohibited unless expressly approved by the Board.
2. Room rentals are prohibited unless occupancy is by a single family/household under one lease.
3. Airbnb “co-hosts,” transient guests, and revolving occupancy are prohibited.

Section 12.10 – Owner Liability for Tenant Conduct

The Unit Owner is liable for:

- Any violation committed by a tenant or occupant,
- Damage caused by the tenant or their guests,
- All fines, fees, legal costs, and enforcement expenses.

The Association may levy reimbursement assessments against the Owner.

SECTION D – ENFORCEMENT & REMEDIES

Section 12.11 – Violations

A lease or occupancy arrangement in violation of this Article constitutes a violation by both: the Unit Owner and the tenant.

Section 12.12 – Fines

The Association may impose fines for:

- Failure to submit a lease
- Unauthorized renters
- Prohibited short-term rentals
- Missing contact information
- Subleasing violations
- Repeated tenant misconduct

The Board may establish an escalating fine schedule.

Section 12.13 – Eviction Authority

If a tenant violates the Declaration, By-Laws, or Rules:

1. The Association may notify the Unit Owner of the violation.
2. The Unit Owner must take corrective action, including eviction if necessary.
3. If the Owner fails to act, the Association may pursue legal action to compel eviction under Section 9.2 of the Illinois Condominium Property Act.
4. All costs (including attorneys' fees) are chargeable to the Unit Owner.

Section 12.14 – Illegal or Dangerous Activity

The Association may demand immediate removal of a tenant involved in:

- violence, weapons, threats, vandalism, criminal activity, nuisance conduct, or conduct posing risk to others.

SECTION E – MISCELLANEOUS

Section 12.15 – Lease Registration System

The Association may implement:

- a lease registration database,
- annual certification,
- administrative fees for processing leases,
- renewal submission requirements.

Section 12.16 – Association Not a Landlord

The Association is not:

- a landlord,
- a property manager,
- responsible for tenant screening,
- responsible for tenant behavior.

Owners must comply with state and local landlord-tenant laws.

Section 12.17 – Leasing Restrictions Apply to All Owners

Including: investors, LLCs, corporations, trusts, Owner-occupied Units with occasional rentals, Units transferred through probate or foreclosure.

ARTICLE 13 TECHNICAL EASEMENTS

Section 13.1 – Easements for Encroachments

If, due to construction, reconstruction, repair, settlement, shifting of the building, or design variances, any portion of:

- the Common Elements encroaches onto a Unit,
- a Unit encroaches onto the Common Elements, or
- a Unit encroaches onto another Unit,

then a valid, perpetual easement for the maintenance and continued existence of the encroachment is automatically created and shall continue for as long as the building or structure remains standing. Limitation: No easement is created for an encroachment resulting from the intentional, willful, or negligent act of a Unit Owner, tenant, guest, or contractor.

Section 13.2 – Utility Easements

Permanent easements exist over, under, across, and through the Common Elements—and where reasonably necessary, through Units and Limited Common Elements—for the installation, operation, maintenance, repair, replacement, and use of:

- water mains, valves, and plumbing lines;
- sanitary sewer and stormwater systems;
- gas lines;
- electrical conduits and wiring;
- cable TV, fiber optic, and communication lines;
- telephone and data transmission systems;
- HVAC or mechanical systems serving more than one Unit;
- any future or upgraded utility systems.

These easements include the rights of public and private utility providers, as well as their agents and contractors, to access and maintain their equipment. The Association may grant temporary or permanent utility easements as reasonably required for the safe and efficient functioning of the Property.

Section 13.3 – Easements for Access, Inspection & Repairs

The Association, its agents, employees, contractors, and authorized personnel have easements through the Common Elements, Limited Common Elements, and Units as reasonably necessary to:

1. Inspect for compliance or maintenance issues;
2. Access Common Elements or Limited Common Elements;
3. Perform maintenance, repair, or replacement;
4. Address emergency situations;
5. Maintain or repair drainage, structural, mechanical, or building systems;
6. Investigate sources of leaks, odors, pests, mold, or damage.

Except in emergencies, entry shall be with reasonable notice, consistent with the Maintenance Article and the Illinois Condominium Property Act.

All access rights under this Section shall be exercised in coordination with, and subject to, the access procedures and notice requirements set forth in Article 7 of this Declaration.

Section 13.4 – Drainage & Stormwater Easements

Easements exist throughout the Property for:

- surface water flow;
- gutter and downspout discharge;
- grading patterns;
- drainage tiles;
- retention, detention, and stormwater management systems.

No Owner may alter grading, landscaping, or exterior improvements in a manner that interferes with established drainage patterns or increases water flow onto another Unit or the Common Elements.

Section 13.5 – Structural Support & Mechanical Shaft Easements

Every Unit and Common Element is subject to and benefits from perpetual easements for:

- structural support provided by adjoining Units or building components;
- roofs, foundations, slabs, framing, floors, ceilings, and load-bearing walls;
- shared mechanical, plumbing, ventilation, and electrical shafts;
- building systems serving multiple Units.

These easements are permanent and run with the land.

Section 13.6 – Easements Appurtenant and Running with the Land

All easements established in this Declaration:

1. are appurtenant to the Units and the Common Elements;
2. run with the land;
3. bind all current and future Owners, occupants, mortgagees, and successors;
4. remain in full force even if the Property is withdrawn from the Illinois Condominium Property Act, unless unanimously modified or revoked.

Section 13.7 – Creation by Reference

Reference in any deed, mortgage, trust deed, or other instrument to: this Declaration, or the easements described herein, shall be sufficient to create and convey such easements without further description or separate recorded instruments.

Section 13.8 – Amendment or Revocation of Easements

The easements in this Article may be modified, amended, or revoked only by unanimous written consent of all Unit Owners, unless the Act expressly provides otherwise.

ARTICLE 14 ADMINISTRATION & GOVERNANCE

Section 14.1 – Administration of the Condominium

The administration, operation, maintenance, repair, replacement, and governance of the Property shall be carried out by the Association, acting through its duly elected Board of Directors (“the Board”), in accordance with:

1. This Declaration
2. The By-Laws
3. The Rules & Regulations
4. The Illinois Condominium Property Act (“the Act”)

The Association is the governing body of all Unit Owners and is responsible for managing the affairs of the Condominium.

Section 14.2 – Board of Directors

The Property shall be governed by a Board of Directors elected by the Unit Owners as provided in the By-Laws. The Board shall have all powers and duties granted under: the Act, this Declaration, and the By-Laws. All references in this Declaration to the “Board” mean the Board of Directors of the Association. Board members, officers, and committee members shall be indemnified by the Association to the fullest extent permitted by the By-Laws and Illinois law.

Section 14.3 – Membership in the Association

Membership in the Association is automatically appurtenant to ownership of a Unit.

1. Ownership = automatic membership
2. Transfer of Unit = automatic transfer of membership
3. Membership cannot be separated, conveyed, or assigned apart from Unit ownership
4. Membership terminates automatically when a person ceases to own a Unit

No Owner, by exemption from occupancy or by leasing a Unit, may avoid liability for assessments or compliance with the governing documents.

Section 14.4 – Powers and Duties of the Board

The Board shall have all powers and duties necessary for the administration of the Condominium, except as reserved to the Unit Owners by the Act or this Declaration, and subject to any limitations set forth in the By-Laws.

Such powers include, without limitation, the authority to:

1. Operate, maintain, repair, replace, and improve the Common Elements and Limited Common Elements
2. Adopt and amend the annual budget and determine assessments
3. Levy, collect, and enforce assessments and other lawful charges
4. Employ and dismiss personnel, contractors, and managing agents
5. Obtain and maintain insurance as required by Article 8
6. Own, convey, encumber, lease, or acquire Units when necessary to enhance the functioning of the Association
7. Adopt, amend, and enforce Rules & Regulations governing the use of the Property
8. Maintain detailed records of receipts, expenditures, contracts, insurance, governance, meetings, and financial activities
9. Access Units and Limited Common Elements for inspections, maintenance, repairs, emergency access, or enforcement
10. Pay taxes, charges, and governmental fees as applicable to the Common Elements
11. Impose late fees and fines after notice and an opportunity to be heard
12. Borrow money, pledge assets, or assign future income, subject to the Act and By-Laws
13. Grant easements, licenses, or dedications when permitted by law and by Unit Owner approval where required
14. Seek legal or equitable relief on behalf of the Association or Unit Owners
15. Accommodate disability-related modifications as required by federal, state, and local law
16. Exercise any power necessary and proper for the governance of the Property not specifically reserved to the Owners
17. Retain legal counsel, engineers, accountants, property managers, and other professionals as necessary for the administration and protection of the Association and the Property.

The Board shall have all powers and authority necessary or desirable for the administration of the Property and the enforcement of this Declaration, whether or not such powers are expressly stated herein, except where specifically reserved to the Unit Owners by the Act or this Declaration. All powers exercised by the Board shall be carried out in good faith and in a manner that is reasonable and consistent with the purpose of this Declaration.

Section 14.5 – Developer Turnover (Historical Provision)

All rights of the Developer/Owner to administer the Property during the development period have expired.

The Board of Directors now holds all powers and duties under this Declaration and the Act.

(This section is included only to clarify historical turnover; no further Developer rights remain.)

Section 14.6 – Nonprofit Corporate Status

The Association is an Illinois not-for-profit corporation. Neither the Association nor the Board nor the Unit Owners shall be deemed to be engaging in business for profit by reason of exercising powers granted under this Declaration. All funds collected by the Association shall be held for the use and benefit of all Unit Owners and shall be applied in accordance with: this Declaration, the By-Laws, and the Act.

Section 14.7 – Electronic Administration and Communication

The Association and the Board may conduct Association business using electronic means, including: electronic voting, electronic notices, electronic meetings, and electronic records and signatures, to the fullest extent permitted by the Act and other applicable law.

ARTICLE 15 MORTGAGEE RIGHTS

This Article governs the rights of first mortgage holders (“Mortgagees”) on Units within the Condominium, consistent with the Illinois Condominium Property Act (“the Act”) and generally accepted lending standards.

Section 15.1 – Right to Notice

The Association shall, upon written request of a Mortgagee, provide the Mortgagee with:

1. Notice of default by the Unit Owner in the payment of assessments that remains uncured for more than sixty (60) days;
2. Notice of damage to or destruction of the Condominium Project requiring an insurance claim or potentially exceeding normal maintenance;
3. Notice of condemnation or eminent domain proceedings involving the Unit or the Common Elements;
4. Notice of proposed actions requiring mortgagee consent if such consent is required under the Act or this Declaration;
5. Notice of delinquency or enforcement action materially affecting the Mortgagee's security interest.

The Association may require Mortgagees to register a contact address (including email) to receive such notices. Upon written request, a Mortgagee shall also receive notice of any material violation of the Declaration or By-Laws by the Unit Owner that remains uncured after the expiration of any applicable cure period.

Section 15.2 – Insurance Protections

A first Mortgagee may, upon written request, be named as an additional insured, mortgagee payee, or loss payee, as appropriate, on the Association's property insurance policies.

The Association shall:

1. Maintain the insurance coverages required in the Insurance Article and the Act;
2. Provide Mortgagees, upon request, with:
 - o certificates of insurance,
 - o evidence of coverage,
 - o policy declarations, and
 - o notice of cancellation or substantial modification if required by law or the policy;
3. Hold all insurance proceeds in accordance with Article 9 and use them for reconstruction as required by the Act.

Section 15.3 – Right to Examine Records

Upon written request, any Mortgagee or its authorized representative is entitled to:

1. Examine the books and records of the Association that are open to inspection by Unit Owners under Section 19 of the Act;
2. Obtain copies of budgets, financial statements, audits, insurance policies, governing documents, and meeting minutes to the same extent as Unit Owners.

The Association may charge reasonable fees for copying and document preparation.

Section 15.4 – Priority of Liens

(15.4a) General Priority Rules

A Mortgagee's lien recorded before the recording of the Association's claim for unpaid assessments has priority over the Association's lien except as provided in Section 9(g)(4) of the Act.

(15.4b) Super-Priority Lien (6 months)

Under Section 9(g)(4) of the Act, a purchaser of a Unit at a foreclosure sale (including the foreclosing Mortgagee) is responsible for the statutory super-priority amount equal to:

- up to six (6) months of past-due regular assessments (excluding fines, late fees, interest, or other charges);
- plus the Association's reasonable attorney fees and costs incurred enforcing the lien.

(15.4c) Survival of Lien After Foreclosure

Any portion of the assessment lien not extinguished by foreclosure remains the personal obligation of the prior Unit Owner.

Section 15.5 – Liability After Foreclosure

A purchaser at a judicial foreclosure sale, other than the Association:

1. Is not liable for assessments or charges accruing prior to the foreclosure, except for the 6-month super-priority amount described in Section 15.4(b);
2. Is liable for all assessments accruing after acquisition of title;
3. Takes title subject to:
 - o the Declaration,
 - o the By-Laws, and
 - o all properly adopted Rules & Regulations.

If the Association purchases the Unit at foreclosure, it becomes liable for assessments the same as any Unit Owner, consistent with the Act.

Section 15.6 – Protection of Mortgagee Rights in Amendments

Any amendment to this Declaration that:

1. Materially alters the rights of Mortgagees,
2. Changes the priority of liens,
3. Affects insurance or reconstruction obligations, or
4. Changes the method of assessment allocation,

shall be effective only to the extent permitted by the Act, and Mortgagee consent shall be obtained where required by federal, state, or secondary mortgage market guidelines. An amendment that does not materially affect Mortgagee rights under the Act shall not require Mortgagee consent.

Section 15.7 – No Restriction on Remedies

Nothing in this Article impairs the rights of a Mortgagee to: foreclose a mortgage, pursue other lawful remedies, or take possession or maintain the Unit following foreclosure.

Section 15.8 – Mortgagee Protection; No Subordination

No provision of this Declaration or the By-Laws shall be construed to impair or subordinate the lien of any first mortgage recorded prior to the recording of a lien for unpaid assessments, except to the limited statutory super-priority permitted under Section 9(g)(4) of the Act. The Association shall take no action to materially impair the rights of any Mortgagee without the consent of such Mortgagee where required by the Act or applicable lending guidelines.

Section 15.9 – Mortgagee Right to Pay Assessments

A Mortgagee may, but is not obligated to, pay any delinquent assessment or other charge owed by its borrower. Any such payment shall be secured by the Mortgage and shall not be deemed a voluntary satisfaction of the Owner's obligations.

ARTICLE 16 TAXATION

Section 16.1 – Separate Taxation of Units

Each Unit, together with its appurtenant Percentage Interest in the Common Elements, shall be separately assessed and taxed for real estate tax purposes, as required by the Illinois Condominium Property Act (765 ILCS 605/10). No Unit Owner may object to or prevent the separate taxation of any other Unit.

Section 16.2 – If Taxes Are Not Separately Assessed

If, for any reason:

- real estate taxes are assessed against the Property as a whole,
- or any portion of the Property is not separately assessed to each Unit,

then each Unit Owner shall pay their proportionate share of such tax based on their Percentage Interest in the Common Elements.

The Association may:

1. Collect the Owner's share of such taxes as a Common Expense or reimbursement assessment;
2. Enforce nonpayment in the same manner as any unpaid assessment;
3. Take legal action necessary to ensure taxes are paid and the Property is not subject to tax sale.

Section 16.3 – Owner Responsibility to Pay Taxes

Each Unit Owner is solely responsible for:

1. Payment of all taxes levied on their Unit and its Percentage Interest;
2. Any penalties, interest, or legal fees arising from late or nonpayment;
3. Ensuring that taxes are paid even if:
 - o the Owner fails to receive a tax bill,
 - o the Owner's lender fails to pay through escrow, or
 - o there is a dispute with a co-owner, tenant, or mortgagee.

Failure to pay taxes does not relieve the Owner from liability for assessments or other obligations under this Declaration.

Section 16.4 – No Liability of Association

The Association:

1. Is not responsible for monitoring, verifying, or ensuring payment of individual Unit taxes;
2. Has no obligation to notify Owners of delinquent taxes; and
3. Shall have no liability for any tax sale, lien, penalty, or loss of equity resulting from a Unit Owner's failure to pay taxes.

Section 16.5 – Right to Protect Property from Tax Sale

(15.6a) If a Unit becomes subject to:

- a tax lien,
- a judicial sale, or
- other enforcement action due to unpaid taxes,

(15.6b) the Association may, but is not required to:

1. Advance funds to pay the delinquent taxes;
2. Prevent loss of the Unit or protect the Common Elements;
3. Charge all advanced amounts to that Unit Owner as a reimbursement assessment, collectible as a lien under the Act.

(15.6c) Mortgagee Notice

Upon written request, a Mortgagee shall be entitled to receive copies of any tax bills, delinquency notices, or tax-sale notices pertaining to its mortgaged Unit that are received by the Association.

Section 16.6 – Tax Appeals

Each Unit Owner has the right to:

- Independently file appeals or objections regarding the assessed value of their Unit;
- Join collective Association-led appeals, if any.

The Association may file a collective tax appeal on behalf of all Owners only if authorized by majority vote of the Board or as required by the Act.

ARTICLE 17

MISCELLANEOUS PROVISIONS

Section 17.1 – Severability

If any provision of this Declaration, the By-Laws, or the Rules & Regulations, or the application thereof to any person or circumstance, is found to be invalid or unenforceable:

1. The remainder of the governing documents shall not be affected; and
2. Each remaining provision shall continue in full force and effect to the maximum extent permitted by law.

This clause replaces and supersedes all prior severability provisions.

Section 17.2 – Gender, Number, and Captions

(17.2a) Gender and Number

Words used in the masculine, feminine, or neuter shall include all other genders. Words used in the singular shall include the plural, and vice versa, unless the context clearly indicates otherwise.

(17.2b) Captions

Headings and article titles are for convenience only and shall not affect the meaning, interpretation, or intent of this Declaration.

Section 17.3 – Notices

Unless otherwise required by the Act or this Declaration, all notices to Unit Owners, the Association, or Mortgagees may be delivered by:

1. U.S. Mail (first-class, certified, or registered);
2. Personal delivery;
3. Electronic transmission, including email or any secure digital platform or system approved by the Board;
4. Posting on an Association-designated electronic platform, where permitted by the Act; and
5. Any other method permitted by Illinois law.

(17.3a) Electronic Transmission Defined

For purposes of this Declaration, “electronic transmission” includes email and any electronic communication system approved by the Board for official Association notices.

(17.3b) Owner Consent to Electronic Notice

An Owner shall be deemed to have consented to electronic notice for all purposes permitted under the Act when the Owner provides an email address or electronic contact information to the Association. Owners may withdraw such consent by written notice to the Association.

(17.3c) Effective Date of Notice

Notices shall be deemed delivered upon the earliest of:

- mailing, electronic transmission, or personal delivery.

Owners are responsible for keeping the Association informed of their current mailing and electronic addresses. Notice sent to the most recent address on record constitutes proper notice.

Section 17.4 – Conflicts Among Governing Documents

In the event of a conflict among the governing documents, the following hierarchy shall apply:

1. The Illinois Condominium Property Act,
2. This Declaration,
3. The By-Laws,
4. The Rules & Regulations,
5. Policies, procedures, or resolutions adopted by the Board.

If a conflict exists between this Declaration and the Plat of Survey or Condominium Plans, the Plat controls, as required by the Act.

Section 17.5 – Non-Waiver

Failure by the Association, the Board, or any Owner to enforce any provision of the governing documents shall not:

1. be deemed a waiver of the right to enforce the provision later,
2. constitute approval of any continuing or subsequent violation, or
3. limit the Association’s right to enforce compliance at any time.

Each violation is considered separate and continuing until corrected.

Section 17.6 – Binding Effect

This Declaration binds:

- all current and future Unit Owners,
- their tenants, occupants, guests, and invitees,
- heirs, successors, and assigns, and
- mortgagees and lienholders to the extent permitted by law.

Ownership of a Unit constitutes acceptance of and agreement to comply with this Declaration, the By-Laws, and all Rules & Regulations.

Section 17.7 – Use of Singular “Association” and “Board”

The terms “Association” and “Board” refer to the not-for-profit corporation formed to administer the Property and its duly elected Board of Directors, regardless of the terminology (“Board of Managers,” “Board of Directors,” or “Association”) used in older documents.

Section 17.8 – No Waiver of Governmental Requirements

Nothing in this Declaration shall be construed to permit any activity or condition prohibited by:

- federal, state, or local law;
- zoning ordinances;
- building, fire, or health codes.

Owners must comply with all applicable legal requirements.

Section 17.9 – Survival of Obligations

All obligations of Unit Owners under this Declaration, including payment of assessments and compliance with maintenance obligations, survive:

- sale of the Unit (until closing), foreclosure, vacancy, or transfer of title.

Section 17.10 – Interpretation

This Declaration shall be interpreted:

- to promote the orderly governance of the Condominium,
- to protect the Property,
- to preserve the Common Elements, and
- to ensure the health, safety, and quiet enjoyment of all residents.

Unless otherwise required by law, deadlines stated in this Declaration are not extended by weekends or legal holidays.

Section 17.11 – Supersession of Prior Documents

This Declaration supersedes and replaces all prior declarations, covenants, amendments, supplements, and recorded instruments governing the Property, except to the extent any such document is expressly preserved or incorporated herein. Any prior provisions not carried forward in this Declaration are of no further force or effect.

ARTICLE 18

AMENDMENTS

Section 18.1 – General Amendment Requirements

Except as otherwise provided in this Declaration or the Illinois Condominium Property Act (“the Act”), this Declaration may be amended only by the affirmative vote or written consent of Unit Owners holding at least two-thirds (2/3) of the total Percentage Interests.

An amendment is effective only when:

1. The required Owner approval is obtained,
2. The amendment is executed by the Association (by its President and Secretary or other authorized officers), and
3. The amendment is recorded in the Office of the Recorder of Deeds of Champaign County.

No amendment shall alter the boundaries of any Unit, change a Unit’s allocated Percentage Interest, or modify the Common Elements serving a Unit without the consent of the affected Unit Owners and their mortgagees, as required by the Act.

Section 18.2 – Amendments Requiring Mortgagee Consent

Mortgagee consent is required only to the extent required by the Illinois Condominium Property Act, federal lending rules, or the specific mortgage documents.

Mortgagee consent may be required for amendments that:

1. Change the method of determining a Unit’s Percentage Interest;
2. Modify the boundaries of a Unit;
3. Adversely affect the priority of a first mortgage lien;
4. Impair or alter insurance proceeds distribution or lien rights;
5. Change the leasing or occupancy restrictions in a way that impairs mortgagee security (only if the mortgage requires such consent).

If mortgagee consent is required:

- Mortgagees are deemed to have approved an amendment if they do not object within 60 days after the Association sends notice, consistent with the Act.
- Notice may be sent by certified mail or any other method permitted by Illinois law, including electronic notice where allowed.

Section 18.3 – Execution & Recording of Amendments

All amendments shall:

1. Be executed by the Association through its President and Secretary (or other officers authorized by Board resolution);
2. Include a certification that the amendment was approved by the required percentage of Unit Owners;
3. Include a certification regarding mortgagee consent where applicable;
4. Be recorded in the Champaign County Recorder’s Office.

The amendment becomes effective on the date of recording, unless the amendment specifically states another effective date.

Section 18.4 – Board Authority for Limited Amendments

The Board may adopt the following without a Unit Owner vote, provided no material rights are affected:

1. Amendments correcting scrivener’s errors, typos, cross-reference errors, numbering errors, or inaccurate exhibit references;
2. Amendments required to comply with changes in the Act or other applicable laws, *provided such amendments do not materially affect Unit Owner rights*;
3. Updates necessary to reflect changes in the Association’s name, registered agent, or corporate status;
4. Amendments required by lenders, insurers, or government agencies that do not materially affect Unit Owner rights.

These limited amendment powers reflect and restate authority already provided to the Board under the Illinois Condominium Property Act and the Illinois Not-for-Profit Corporation Act, and do not expand the Board's ability to adopt substantive changes without Owner approval. Any such amendment must still be recorded and distributed to Owners.

Section 18.5 – Amendment of Exhibits

Exhibits to this Declaration may be amended:

1. By Owner approval where the Exhibit contains legally substantive information (e.g., Percentage Interests, legal descriptions);
2. By the Board alone where the Exhibit contains administrative information (e.g., Rules, policies, maps) and the underlying document authorizes such Board control.

Section 18.6 – Restrictions on Amendments

No amendment may:

1. Impair the rights of any Unit Owner to use or own their Unit without their consent;
2. Eliminate or materially reduce the obligations of any Unit Owner for their share of Common Expenses;
3. Remove the Property from the provisions of the Condominium Act except in compliance with Section 16 of the Act;
4. Alter the fundamental character of the Condominium without the required supermajority vote under the Act.

Section 18.7 – Electronic Signatures & Voting

To the extent permitted by law:

- Owner consents and signatures for amendments may be given electronically (e.g., DocuSign, Adobe Sign, email confirmation),
- Votes may be recorded electronically,
- Ballots may be distributed and collected electronically.

An Owner's electronic signature has the same legal effect as a handwritten original and is valid if compliant with the Illinois Electronic Commerce Security Act or any successor statute.

Section 18.8 – Record of Amendments

The Association shall maintain:

1. A copy of all recorded amendments,
2. A record of ballots or consents confirming Owner approval, and
3. A master updated copy of this Declaration reflecting all changes.

ARTICLE 19 TERMINATION OF CONDOMINIUM

Section 19.1 – Procedure for Termination

The condominium may be terminated only in accordance with Section 15 of the Illinois Condominium Property Act ("the Act"), as amended, and the procedures set forth in this Article.

The termination instrument must comply with all statutory requirements under Section 15.

Except where a greater percentage is required by the Act or this Declaration:

1. If the Property contains 2 Units → termination requires approval of a majority of the Unit Owners.
2. If the Property contains 3 Units → termination requires approval of 66 2/3% of the Unit Owners.
3. If the Property contains 4 or more Units (as here) → termination requires approval of at least 75% of all Unit Owners.

The required percentage for termination may not be reduced by amendment, and any modification must remain consistent with Section 15 of the Act.

Approval must occur at a meeting of Unit Owners duly noticed for the specific purpose of considering termination.

Upon approval:

- The Owners shall authorize a sale of the entire Property;
- The termination becomes binding on all Owners;
- Each Owner must execute documents and perform acts necessary to effect the sale.

Termination is effective only when the termination instrument is properly executed and recorded in the Office of the Recorder of Deeds of Champaign County. All termination procedures must be carried out in strict compliance with Section 15 of the Act, and nothing in this Declaration shall be construed to modify or reduce any statutory requirement.

Section 19.2 – Rights of Objecting Owners

Any Unit Owner who did not vote in favor of termination and who files a written objection with the Board within 20 days after the meeting is entitled to receive from the sale proceeds the greater of:

1. Fair Appraised Value:
The value of the Owner's interest as determined by a fair appraisal, less unpaid assessments; or
2. Mortgage Payoff Amount:
The outstanding balance of any bona fide debt secured by the Unit, incurred for purchase or refinance, less unpaid assessments.

In addition, an objecting Owner is entitled to receive reasonable relocation costs, determined in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Section 19.3 – Appraisal Procedure for Objecting Owners

If there is a disagreement concerning the fair value of the objecting Owner's interest:

1. The objecting Owner shall designate an expert in appraisal or property valuation;
2. The prospective purchaser shall designate an expert;
3. Those two experts shall mutually select a third expert;
4. The three experts constitute an appraisal panel;
5. The fair value shall be determined by a vote of at least two members of the panel.

This procedure is required under the Act and applies to all sales pending or commenced on or after the effective date of the Act amendments.

Section 19.4 – Distribution of Proceeds

Sale proceeds shall be distributed in the following order:

1. Payment of common expenses related to the termination or sale;
2. Payment to mortgagees in the order of priority of liens;
3. Payments to objecting Owners, computed under Section 19.2;
4. Remaining proceeds distributed among all Owners in proportion to their Percentage Interests.

No Owner shall be entitled to retain any part of the Property or improvements following termination, except through purchase under the termination plan.

Section 19.5 – Effect of Termination

Upon recording of the termination instrument:

1. The property shall no longer be subject to the Illinois Condominium Property Act;
2. The Association shall wind up affairs, pay debts, and distribute proceeds as described;
3. Legal title to the entire property shall be transferred to the authorized purchaser;
4. All easements, rights, and obligations under the Declaration are extinguished except as preserved under the termination plan or applicable law.

Section 19.6 – Winding Up of the Association

After termination:

- The Association continues to exist solely to wind up affairs,
- Directors and officers act as trustees during dissolution,
- Any remaining funds after debts are paid must be distributed to Owners proportionally.

Section 19.7 – Recording Requirements

Termination is not effective until:

1. A written termination agreement or instrument is prepared;
2. Signed by the required percentage of Unit Owners;
3. Properly acknowledged;
4. Recorded in the Office of the Recorder of Deeds of Champaign County.

The termination instrument must include:

- The percentage approval;
 - The authorized method of sale;
 - The plan for distribution of proceeds;
 - All required signatures or certifications;
 - A legal description of the Property and Units, as required for recordation.
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Amendment of the Declarations dated this 29th day of December 2025.