

*Janet Whitcomb*

**FAX COVER SHEET**

**Preferred Homes, Inc.  
610 State Route 116  
Metamora, IL 61548  
PHONE 367-4841**

*Janet Whitcomb*

**Send to:  
Attention:  
Fax Number:**

**From:  
Date:  
Fax Number: 367-4865**

- Urgent**
- Reply ASAP**
- Please comment**
- Please review**
- For your information**

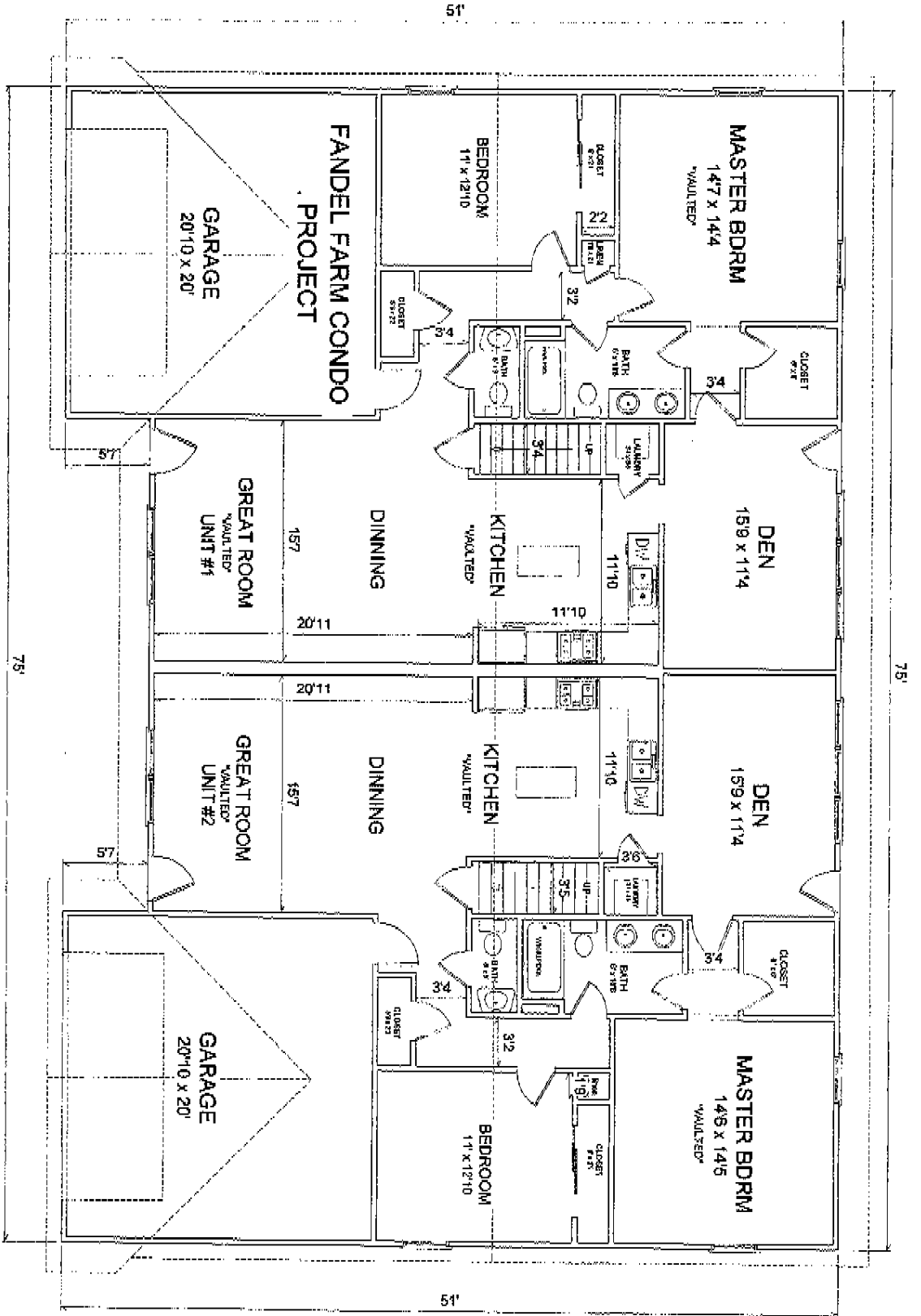
**Total pages, including cover:**

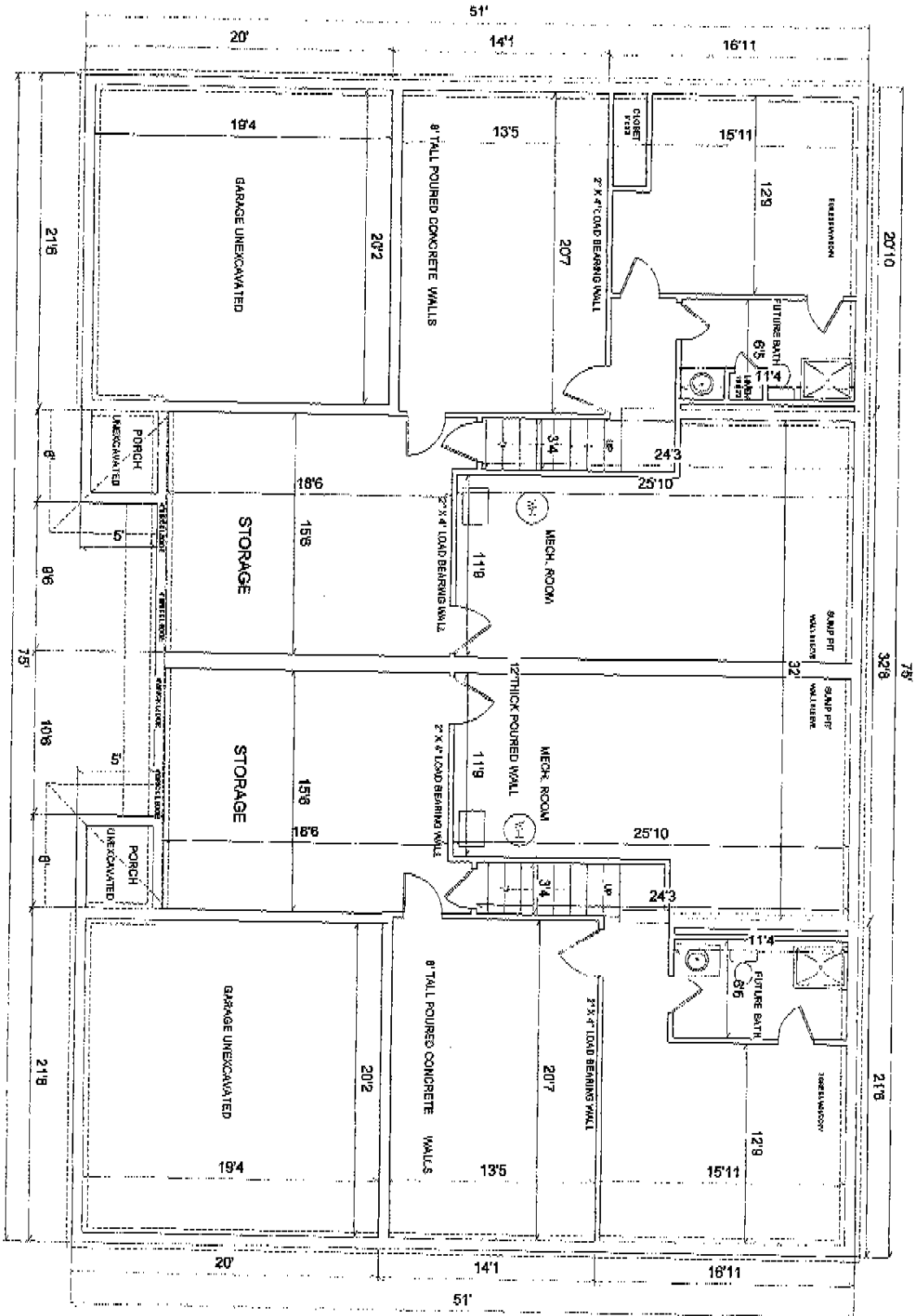
**Comments:**

*Sorry for delay  
I thought I had  
mailed this*

*Call me if you  
need anything else*

*Thanks  
Janet*





**WESTERVELT, JOHNSON, NICOLL & KELLER, LLC**  
**ATTORNEYS AND COUNSELORS**

HOMER W. KELLER  
 ROSS E. CANTERBURY  
 JAMES D. BROADWAY  
 THOMAS G. HARVEL  
 ROGER E. HOLZGRAFE  
 DANIEL L. JOHNS  
 KEVIN D. SCHNEIDER  
 JAMES A. MORRISON  
 THOMAS W. O'NEAL  
 CHARLES COURI  
 THOMAS A. MCCONNAUGHAY  
 MICHELE A. MILLER  
 DEBORAH MOORE  
 JUDITH A. SERRITELLA  
 RONALD W. HASINGER

OF COUNSEL  
 WILLIAM L. BLAKE  
 A. ANTHONY ASHENHURST

14TH FLOOR  
 411 HAMILTON BOULEVARD  
 PEORIA, ILLINOIS 61602  
 FOUNDED IN 1893 AS MCCOY & STEVENS

TELEPHONE (309) 671-3550  
 FAX (309) 671-3588  
 WEBSITE [www.westerveltlaw.com](http://www.westerveltlaw.com)  
 E-MAIL [westervelt@westerveltlaw.com](mailto:westervelt@westerveltlaw.com)

FRANK T. MILLER  
 (1873-1948)  
 O. P. WESTERVELT  
 (1887-1970)  
 EUGENE R. JOHNSON  
 (1889-1981)  
 DAVID A. NICOLL  
 (1913-1992)

MACOMB OFFICE  
 MIDAMERICA BANKING CENTER  
 130 NORTH SIDE SQUARE  
 SUITE 202  
 MACOMB, ILLINOIS 61456  
 (309) 636-2900  
 FAX (309) 636-8844

**Telecommunication Transmittal**

Date: August 19, 2004

To: Paul Gibb - Paul Gibb Construction

Telefax No.: 367-2945

WJNK File No.: 006201/40631

From: Roger E. Holzgrafe/Marilyn Seckman  
 WESTERVELT, JOHNSON, NICOLL & KELLER, LLC  
 411 Hamilton Boulevard, 14th Floor  
 Peoria, Illinois 61602  
 (309) 671-3550  
 FAX (309) 671-3588

Subject: Declaration of Condominium Ownership for Fandel Farm Condominium

Message: Paul: Pursuant to your telephone call this morning, following is a copy of the recorded Declaration of Condominium Ownership for Fandel Farm Condominium. I decided to go ahead and send the Exhibits that were attached because what you really need may be one of those and while I had it out, thought that the best way to do it. Call if you need anything else. Marilyn

Number of pages transmitted -50 (including cover sheet).

IMPORTANT: This message is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank you.

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Document No. \_\_\_\_\_ filed for Record in Recorder's Office of Woodford  
County, Illinois \_\_\_\_\_ at \_\_\_\_\_ o'clock, \_\_.m.

Declaration of Condominium Ownership \_\_\_\_\_ Recorder of Deeds

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**DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
FANDEL FARM CONDOMINIUM**

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THIS DECLARATION is made this 28th day of March, 2003, by Fandel Farms, LLC., an Illinois  
Limited Liability Company, hereinafter referred to as the "Declarant".

**RECITALS:**

WHEREAS, the Declarant is the owner of certain real property located in the Village of  
Germantown Hills, Woodford County, Illinois, with said property hereinafter referred to as the  
"Property" and legally described as follows:

A part of Lots One (1) and Two (2) of Fandel Farm Condominium  
Subdivision, a subdivision of part of the Southeast Quarter of Section  
Twenty (20), Township Twenty-seven (27) North, Range Three (3) West  
of the Third Principal Meridian, situated in the County of Woodford and  
State of Illinois, more particularly described as follows:

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Beginning at the Southwest corner of said Lot Two (2), thence North 10° -39' -47" East, (bearing assumed for purpose of description only), along the Westerly line of said Lots Two (2) and One (1), 240.00 feet to the Northwest corner of said Lot One (1); thence South 79° - 20' -13" East, along the Northerly line of said Lot One (1), 70.56 feet; thence South 83° - 31' -02" East, along said Northerly line, 127.78 feet; thence South 08° -34' -02" West, 249.48 feet to the Southerly line of said Lot Two (2); thence North 79° - 20' - 13" West, along said Southerly line, 207.13 feet to the Point of Beginning, said tract containing 1.131 acre, more or less.

WHEREAS, it is the intent of the Declarant to submit the Property together with all buildings, improvements, appurtenances, and other permanent fixtures attached thereto, to the provisions of the Condominium Property Act of the State of Illinois, and

WHEREAS, it is the intent and desire of the Declarant that any and all future owners, mortgagees, occupants, tenants or any other individual, corporation, trust, or other entity acquiring any interest in or to the Property shall hereafter hold such interest subject to the rights, easements, covenants and restrictions hereinafter set forth; and

WHEREAS, it is the intent and desire of the Declarant, by means of this Declaration of Condominium Ownership, to create mutual, joint ownership of certain areas of Fandel Farm Condominium and to establish mutually beneficial rules, guidelines, and obligations for the future owners of Fandel Farm Condominium to promote a harmonious and cooperative environment for residential living and to maintain and enhance the value and desirability of Fandel Farm Condominium.

#### DECLARATION

NOW, THEREFORE, the Declarant, as the owner of record of the Property and for the purposes above set forth, does hereby declare as follows:

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**ARTICLE I**  
**ORGANIZATION AND IDENTIFICATION OF**  
**FANDEL FARM CONDOMINIUM**

- 1.1 Submission of Property to Act and Name of Condominium. The Declarant, as owner in fee simple of the Property, by the recording of this Declaration, does hereby submit the Property to the Condominium Property Act of the State of Illinois as Fandel Farm Condominium.
- 1.2 Plat Identification. The plat attached hereto as Exhibit "A", being the same plat referenced in the description of the Property and hereinafter referred to as the "Plat", is made by reference a part of this Declaration, and sets forth the measurements, elevations, locations, and other data as required by the Act. It is the intent of the Declarant that the recording of this Declaration, with the attached Plat, shall serve to satisfy the Act's requirement for simultaneous recording of the Plat and Declaration.
- 1.3 Unit Designation. Each Unit of Fandel Farm Condominium shall be designated numerically, commencing with the number one and running consecutively through the number eight. The identifying number of each Unit shall be as designated on the Plat. Each Unit shall be architecturally compatible with the others and the condominium complex as a whole.
- 1.4 Add On Condominium. The Developer explicitly reserves the option to add additional property to Fandel Farm Condominium and to submit that additional property to the Act. The additional property which may be added to Fandel Farm Condominium

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is described upon the attached Exhibit "B". The time period during which the Developer may add additional property to Fandel Farm Condominium will terminate ten (10) years from the date of the recording of this Declaration and, upon exercise of the option to add additional property any contract for construction and delivery of improvements on such additional property shall contain a date for completion and delivery of the improvements to be constructed. Portions of the additional property may be added to Fandel Farm Condominium at different times. There is no limitation on the order in which any portion of the additional property may be added to Fandel Farm Condominium. The maximum number of Units that may be created on the additional property is twenty-six (26). The exterior of the structures, improvements, buildings and Units which may be added to the Fandel Farm Condominium shall harmonize with and be architecturally compatible with the initial eight (8) Units of Fandel Farm Condominium reflecting substantially the same density, use, construction and building style. Interior walls, partitions and room configurations of additional Units, improvements or structures may differ from those of the initial eight (8) Units. The location of interior walls and partitions in any or all additional Units may be such that those additional Units are divided into a different number of rooms than the initial eight (8) Units. The interior configuration of any additional Units may also be such that those additional units are of a different size than the initial eight (8) Units offering a greater or lesser amount of living space per Unit than that offered by any of the initial eight (8) Units. Upon the addition of additional Units, the adjustment of ownership of the percentage interest in the Common Elements shall be made in accordance with Paragraph 1.6 of this Declaration, the adjustment to voting rights shall be made in



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accordance with Paragraph 2.2 of this Declaration and the adjustment to rights and changes in liability for each Unit Owner for Common Expenses incurred subsequent to the addition of additional Units shall thereafter reflect the adjustment in the percentage interest in the Common Elements.

1.5 Definitions. The following words and phrases, when capitalized, shall be defined as follows for the purposes of this Declaration, the Bylaws, and all other condominium instruments, unless the context would clearly indicate otherwise:

- a) Act means the Condominium Property Act of the State of Illinois.
- b) Association means the Fandel Farm Condominium Unit Owners Association, which shall be comprised of all at large Unit Owners of the Property.
- c) Board means that body, whether designated as the board of managers or as the board of directors, established in accordance with the Bylaws, with the Board to be, in general, the governing group of Unit Owners that is responsible for the management and administration of the Property.
- d) Bylaws means the recorded rules and regulations governing the use and ownership of the Property, as from time to time amended.
- e) Common Elements means all of the Property, except the Units and designated Limited Common Elements, and shall include, but not be limited to, the land, foundations, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), public utility lines, outside walks and

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driveways, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.

- f) Common Expenses means those expenses, proposed or actual, affecting the Property, including special assessments, if any, lawfully assessed by the Board, with said expenses, in general, to include those expenses normally associated with the care, upkeep, and maintenance of those portions of the Property which are not uniquely associated with an individual Unit.
- g) Declarant means Fandel Farms, LLC, an Illinois limited liability company.
- h) Declaration means this instrument by which the Property is submitted to the provisions of the Act and such amendments as may be made from time to time.
- i) Limited Common Elements means a portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, patios, decks, terraces, driveways and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries, as designated and authorized by the Board in accordance with the Bylaws. In addition, the front yard and back yard adjacent to each Unit shall be a Limited Common Element appurtenant to that Unit. The Board may from time to time designate additional portions

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of the Common Elements as Limited Common Elements including, but not limited to, automobile parking spaces, storage lockers, rubbish collection areas, and heating, plumbing and electrical fixtures and all associated pipes, and ducts, if any.

- j) Plat means a plat of survey detailing the Property and identifying all Units submitted to the provisions of the Act.
- k) Property means all of Fandel Farm Condominium, including without limitation, the Units, Common Elements, and Limited Common Elements, as legally described in this Declaration.
- l) Unit means a part of the Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on the Plat. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

Other words and phrases not specifically defined herein, but defined in the Act, shall have the meaning stated in the Act unless the context hereof clearly indicates otherwise.

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1.6 Percentage Interest in Common Elements. In compliance with the Act, each Unit Owner shall own an undivided percentage interest in the Common Elements of the Property as set forth in this Declaration. Ownership and use of the Common Elements shall be in accordance with the Bylaws or such amendments thereto as from time to time may be made by the Association or pursuant to the Act. The percentage interest in the Common Elements of the Property belonging to each Unit shall, unless modified by unanimous consent of all Unit Owners, be computed by taking as a basis the value of each Unit in relation to the value of the Property as a whole, with all values reflecting the initial value assigned to each Unit by the Declarant. The percentage interest of each Unit in the Common Elements will remain constant in relation to all other Units submitted to the Act on the date of recording of the Declaration and Plat respecting that Unit. The percentage interest in the Common Elements of the Property belonging to each Unit shall be adjusted in relation to the total number of Units if and when more Units are, from time to time, submitted to the Act. Upon the recording of this Declaration in conjunction with the recording of the Plat, a total of eight (8) Units are being submitted to the Act. The percentage of ownership interest in the Common Elements belonging to the eight (8) Units submitted to the Act upon the recording of this Declaration is described upon the attached Exhibit "C". The percentage relationship between the initial eight (8) Units shall not be changed by the submission of additional property or Units to the Act; however, these initial eight (8) Units will thereafter, as a group, possess that percentage interest in the Common Elements reflecting the percentage of the total number of Units that the initial eight (8) units represent. For example, if twelve (12) additional Units are added to make

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a total of twenty (20) Units, the initial eight (8) Units will then, as a group, possess forty percent (40%) of the percentage interest in the Common Elements and the initial eight (8) Units will then each possess the following percentage interest in the Common Elements.

Units 1, 2, 3 and 4  $12.94 \times .40 = .05176$  (Each)

Units 5, 6, 7 and 8  $12.06 \times 40 = .04824$  (Each)

Similarly, the percentage relationship between additional Units that are submitted to the Act on a single amended Plat after the initial eight (8) Units shall not thereafter be changed by the submission of additional property or Units to the Act; however, all such additional Units submitted on a single Plat will, thereafter, as a group, possess that percentage interest in the Common Elements reflecting the percentage of the then total number of Units that the Units on that single Plat represent. At such time as additional Units may be added, upon the recording of an amendment to this Declaration in conjunction with the recording of an amended Plat, the percentage interest in the Common Elements of each Unit shall be adjusted to reflect the total number of Units that may, from time to time exist, subject to (i) the continuation of the percentage relationship between the initial eight (8) Units and (ii) the continuation of the percentage relationship between the additional Units submitted to the Act on a prior amended Plat, if any, as hereinabove provided, with each Unit then being submitted to the Act possessing a percentage interest in the Common Elements reflecting the initial value of that Unit assigned by the Declarant to that Unit, with the combined percentage interests of those additional Units then being submitted to the Act being equal to the percentage that these additional Units bear to the total number of Units after that addition. It is anticipated that there will not be significant differences

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between the Units added by an amendment to the Declaration or an amended Plat and the Units previously submitted to the Act; thus, the value of comparable Units shall not be different even though the initial value assigned to a Unit by the Declarant may be different than the value previously assigned by the Declarant to a comparable Unit previously submitted to the Act due to inflationary factors or market conditions, and, no adjustment in the percentage interest in the Common Elements will be made to reflect actual dollar values assigned to similar Units submitted to the Act at different times. The Declarant, or the President of the Association, shall execute and record an amendment to this Declaration respecting any such adjustment or reallocation of the percentage interest with such recording to be simultaneously with the recording of the amended Plat depicting the add-on condominium. Any deed purporting to convey a Unit shall, by implication, also be deemed to convey the Unit Owner's percentage interest in the Common Elements. No severance of the interest in a Unit and the corresponding interest in the Common Elements will be permitted.

1.7 Easements. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, cable television and electric signal wires, and electrical conduits, wires, and equipment over, under, along and on any part of the Common Elements and Limited Common Elements as designated on the Plat. All easements set forth on the Plat are perpetually reserved for the nonexclusive use of the Declarant, Unit Owners, the Board, appropriate public utilities and said parties' agents, licensees, successors and assigns. Any deed of conveyance indicating the transfer of

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interest in a Unit shall, by implication, transfer the right and privilege to use of said easements.

1.8 Encroachments. If due to the construction, reconstruction, settlement, or shifting of any building, any part of any Unit, or any part of the Common Elements, shall hereafter encroach upon any part of any other Unit or part of the Common Elements, an easement for the maintenance of such encroachment shall be established and shall exist for the benefit of such Unit or the Common Elements so encroaching so long as all or any part of the building containing such Unit or Common Elements so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Unit Owner or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners, or if such encroachment shall materially affect the use and enjoyment of the non-encroaching party.

1.9 Common Maintenance. The Association, through the Board, shall provide for common maintenance of the Common Elements of the Property and the exterior of the Units to provide for the generally uniform, harmonious and well-maintained appearance of the Property. The exterior upkeep and repair of the walls, roofs, structural components, gutters and soffits shall be, within the guidelines and limitations established by the Bylaws, the responsibility of the Association.

1.10 Common Insurance. The Association, through the Board, shall obtain and maintain (i) property insurance on the Common Elements and the Units, including the Limited Common Elements, if any, and the bare walls, floors and ceilings of the Units in

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a total amount not less than the full insurable replacement cost of the insured property, less deductibles, including coverage for increased costs of construction due to building code requirements applicable at the time the insurance is purchased or renewed, (ii) general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Property in an amount deemed sufficient by the Board, but not less than \$1 million dollars, insuring the Board, the Association, the property manager or managing agent, if any and the Unit Owners but, as to the Unit Owners, only to the extent of ownership, existence use or management of the Common Elements; (iii) a fidelity bond covering persons, including the property manager or managing agent, if any, and its employees who control or disburse funds of the Association, for the maximum amount of coverage to protect funds in the custody or control of the Association, plus the Association reserve fund; and (iv) such other insurance, including without limitations, workers' compensation, employment practices, environmental hazards and equipment breakdown, if any, that the Board considers appropriate to protect the Association, the Unit Owners, or officers, directors or agents of the Association.

1.11 Sharing of Expenses. Except as may otherwise be provided in this Declaration or the Bylaws, all expenses incurred by the Association shall be paid by the Unit Owners in the same ratio as the Unit Owner's percentage ownership of the Common Elements.



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**ARTICLE II**  
**THE ADMINISTRATION OF FANDEL FARM CONDOMINIUM**

- 2.1 Bylaws. The administration and governance of the Property shall be in accordance with the rules and regulations established by the Bylaws which are attached hereto as Exhibit C and incorporated by reference as a part of this Declaration. The Bylaws shall set forth the procedure for election of a Board to provide for the management and administration of the Property. The duties of the Board, the voting rights of the Unit Owners, and other matters required by the Act shall be as set forth in the Bylaws.
- 2.2 Condominium Association. Each Unit Owner shall be a member of the Fandel Farm Condominium Unit Owners Association with the right to vote on all Association matters unless said voting right has been suspended in accordance with the terms of this Declaration or the Bylaws. Each Unit Owner shall be entitled to cast a proportional number of votes according to said Unit Owner's percentage interest in the Common Elements of the Property on matters specified in the Act where requisite approval is on a percentage basis. For all other matters, each Unit Owner will have one vote and the vote of each Unit Owner shall be equal to the vote of any other Unit Owner.
- 2.3 Incorporation of Association. The Board, when authorized by a majority of the Unit Owners, or the Declarant, at his option and prior to the election of the first Board, may cause to be incorporated a not-for-profit corporation as provided for in the Act. Thereafter, the corporation shall be the governing body for the administration and operation of the Property, and the board of directors of the corporation shall constitute the Board as contemplated by this Declaration and the Bylaws, with all the attendant

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privileges, duties, and obligations vested or imposed upon the Board by the Act, this Declaration or the Bylaws to apply to said board of directors. The governing body of the Property whether it is a board of managers or a board of directors, shall continue to be referred to as the "Board".

IN WITNESS WHEREOF, the undersigned, as Declarant, does hereby execute this Declaration of Condominium Ownership for Fandel Farm Condominium this 28<sup>th</sup> day of March, 2003.

FANDEL FARMS, LLC

By: [Signature]  
One of Its Managers

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF PEORIA )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul Gibb, personally known to me one of the Managers of Fandel Farms, LLC, an Illinois limited liability company and personally known to me as the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered said instrument pursuant to authority given by the Members of the limited liability company, and as his free and voluntary act for the uses and purposes set forth therein.

Given under my hand and official seal this 28<sup>th</sup> day of March, 2003.

Marilyn Seckman  
Notary Public

This Document Drafted By and  
After Recording Return To:  
Roger E. Holzgrafe  
Westervelt, Johnson, Nicoll & Keller, LLC  
411 Hamilton Boulevard, 14th Floor  
Peoria, IL 61602



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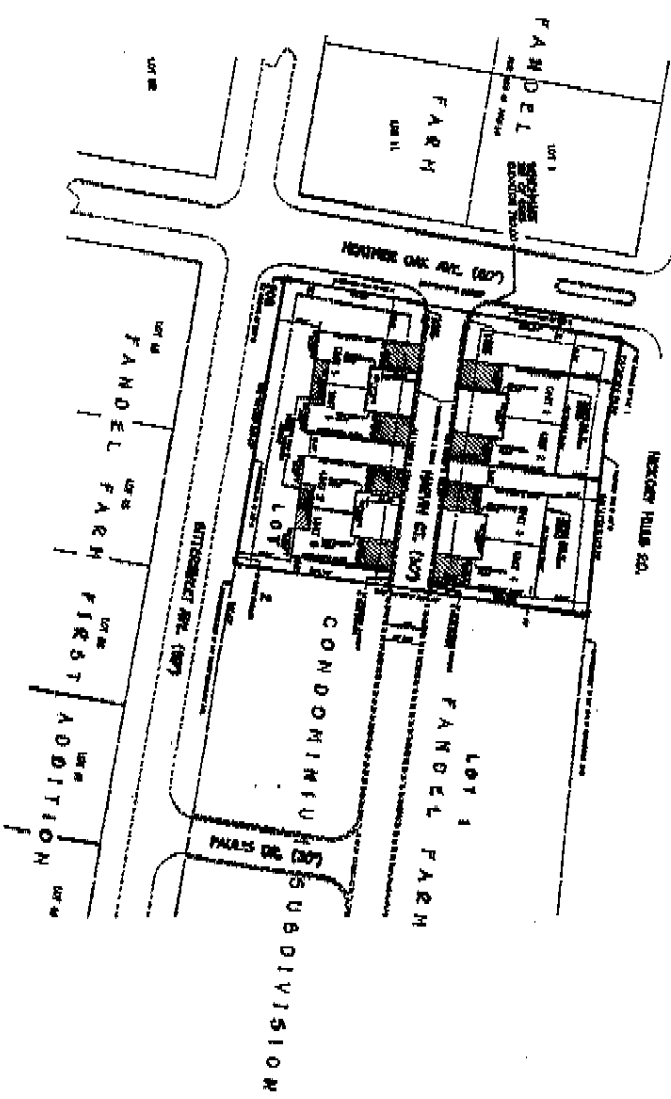
**EXHIBIT A TO DECLARATION OF CONDOMINIUM FOR FANDEL FARM**

Exhibit A consists of the Plat of Survey of Fandel Farm Condominium prepared by Austin Engineering Co., Inc. dated March 28, 2003.

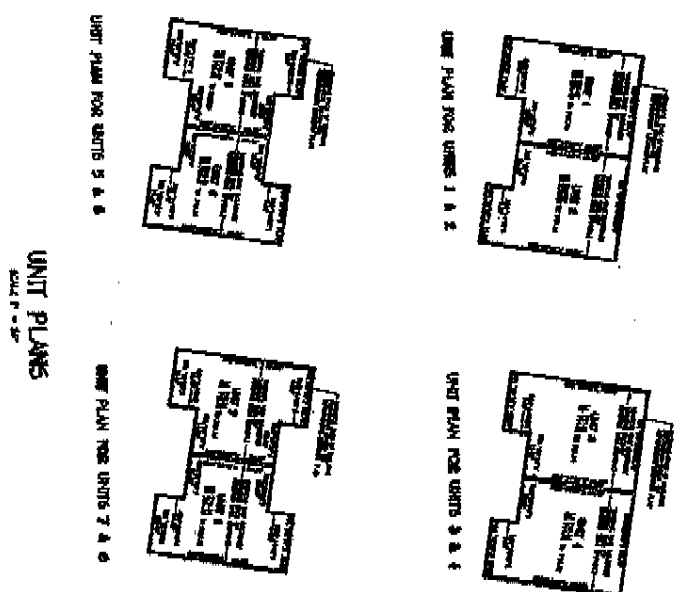


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IMPROVEMENT LOCATION PLAN  
BOOK 7-10



GENERAL NOTES  
AREA OF FANDEL FARM CONDOMINIUM = 1.18 ACRES  
CONCRETE DRIVE ON JX 15' WIDE BIRTH  
ON LOT 1 UNIT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



UNIT PLANS  
SCALE: 1/8" = 1'-0"

ALLEGATIONS, CORRECTIONS  
AND REMEDIES  
I, the undersigned, certify that the above described plans were prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Virginia. I further certify that the above described plans were prepared in accordance with the provisions of the Virginia Code, Chapter 54, Title 54.2, and that the same are true and correct copies of the original plans on file in my office.



FANDEL FARM CONDOMINIUM

|                   |                          |
|-------------------|--------------------------|
| DATE OF RECORDING | 03/28/2003               |
| BOOK              | 7-10                     |
| PAGE              | 17                       |
| RECORDED BY       | Peggy Rapp               |
| OFFICE            | Woodford County Recorder |

**EXHIBIT B TO DECLARATION OF  
CONDOMINIUM FOR FANDEL FARM**

Lots One (1) and Two (2) of Fandel Farm Condominium Subdivision, a subdivision of part of the Southeast Quarter of Section Twenty (20), Township Twenty-seven (27) North, Range Three (3) West of the Third Principal Meridian, situated in the County of Woodford and State of Illinois, except that portion thereof described as follows:

Beginning at the Southwest corner of said Lot Two (2), thence North 10° -39' -47" East, (bearing assumed for purpose of description only), along the Westerly line of said Lots Two (2) and One (1), 240.00 feet to the Northwest corner of said Lot One (1); thence South 79° - 20' -13" East, along the Northerly line of said Lot One (1), 70.56 feet; thence South 83° - 31' - 02" East, along said Northerly line, 127.78 feet; thence South 08° -34' -02" West, 249.48 feet to the Southerly line of said Lot Two (2); thence North 79° - 20' - 13" West, along said Southerly line, 207.13 feet to the Point of Beginning, said tract containing 1.131 acre, more or less.

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**EXHIBIT C TO DECLARATION OF  
CONDOMINIUM FOR FANDEL FARM**

Percentage Interest in Common Elements Per Unit:

|            |       |
|------------|-------|
| Unit No. 1 | 12.94 |
| Unit No. 2 | 12.94 |
| Unit No. 3 | 12.94 |
| Unit No. 4 | 12.94 |
| Unit No. 5 | 12.06 |
| Unit No. 6 | 12.06 |
| Unit No. 7 | 12.06 |
| Unit No. 8 | 12.06 |

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**EXHIBIT D TO DECLARATION OF  
CONDOMINIUM FOR FANDEL FARM**

Exhibit D consists of the Bylaws of Fandel Farm Condominium.

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**Exhibit D**

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**BYLAWS OF  
FANDEL FARM CONDOMINIUM**

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**ARTICLE I:  
THE BYLAWS**

1.1 **Bylaws.** The following rules and regulations for the administration and government of Fandel Farm Condominium (the "Property"), plus such amendments as may from time to time hereafter be adopted, shall hereinafter be collectively referred to as the "Bylaws". The Bylaws are expressly incorporated into and made a part of the Declaration of Condominium Ownership for Fandel Farm Condominium. The recorded Bylaws shall set forth the rules, regulations, and procedures for administration of the Property and all individuals, corporations, trusts, or other entities hereafter acquiring any interest in the Property shall be deemed to have submitted their right of ownership of any portion of the Property to the administration and government of said properties in accordance with the Bylaws.

1.2 **Definitions.** All definitions contained in the Declaration of Condominium Ownership for Fandel Farm Condominium are hereby expressly incorporated into these Bylaws, with said words and phrases, when capitalized, to have the same meaning and import as contained in the Declaration.

1.3 **Amendment of the Bylaws.** The Bylaws may be amended in accordance with the procedures set forth herein. No amendment shall be deemed effective until the amendment, as adopted in accordance with the procedures set forth herein, is recorded in the Office of the Recorder of Deeds of Woodford County, Illinois.

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**ARTICLE II:**  
**THE BOARD OF MANAGERS/BOARD OF DIRECTORS**

2.1 **Board of Managers/Board of Directors.** The responsibility for the management and administration of the Property shall be primarily vested in a Board of Managers/Board of Directors, (the "Board"). The Board shall be selected from the Unit Owners in an at-large election. The rights, duties and powers of the Board, as well as provisions for election and removal of same, shall be set forth in the Bylaws. Until election of the initial Board in accordance with the provisions of these Bylaws, responsibility for the management and administration of the Property shall be held and performed by the Declarant.

2.2 **Board Members and Officers.** The Board shall consist of three (3) members, unless and until the number of members is changed by amendment of the Bylaws.

2.3 **Initial Election of the Board.** At the initial meeting of the Association, the Unit Owners shall elect three (3) individuals that shall constitute the Board. Each Unit Owner shall be permitted to cast a maximum of three (3) votes for Board candidates with only one of said three votes to be cast for any one candidate. Those three (3) individuals receiving the greatest number of cumulative votes shall constitute the initial Board. The two (2) individuals receiving the greatest number of votes among the three (3) Board members shall be elected for a term of two (2) years, the individual receiving the fewest number of votes among the three (3) Board members shall be elected for a term of one (1) year. If all three (3) Board members received the same number of votes, the Board members may agree among themselves the initial term each will serve, being either one (1) year or two (2) years, provided that two (2) will serve for two (2) years and the third will serve for one (1) year. In the event that the first meeting of the Association is not

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on the same date normally scheduled for the Annual Meeting, the terms of the initial Board members shall be shortened so that the term of the initial Board member elected for a one (1) year term shall expire on the date of the next Annual Meeting following the initial election, and the terms of the initial Board members elected for a two (2) year term shall expire at the next subsequent Annual Meeting. At each subsequent Annual Meeting, one (1) or two (2) Board members, as the case may be, will be elected for a two (2) year term to replace the Board member or Board members whose terms are then expiring. The initial meeting of the Association to elect the initial Board members shall be held the earlier of: (a) within three (3) years after the date of recording of the Declaration, or (b) within 60 days after the sale by the Declarant of at least 75% of the Units.

2.4 **Board Eligibility.** Only a Unit Owner may be a Board member. If there are multiple owners of a single Unit, only one of the multiple owners of that single Unit may be eligible to serve as a Board member.

2.5 **Term of Office.** Except for the term of office expressly associated with the initial election of the Board, the term of office for each Board member shall be two (2) years. Board members may succeed themselves in office. Unless permitted by statute, the Bylaws shall not be amended to provide for a term of office in excess of two (2) years; however, in any event, the term of at least one third of the Board members shall expire annually.

2.6 **Board Vacancies.** In the event of a vacancy on the Board, the remaining members of the Board may fill the vacancy by two-thirds vote until the next Annual Meeting of the Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding at least twenty (20%) percent of the votes of the

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Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding at least twenty percent (20%) of the votes of the Association requesting such a meeting.

2.7 **Election at Annual Meeting.** The Annual Meeting shall be the meeting at which there is an election to fill all Board vacancies, whether said vacancies have occurred as a result of the natural expiration of a Board term or otherwise, except that a special meeting may be called in accordance with the provisions of the Bylaws to fill a Board vacancy that has occurred other than by the expiration of a term.

2.8 **Removal of Board Member.** Any Board member may be removed from office by the vote of at least seventy-five percent (75%) of the total outstanding votes in the Association at a meeting called for said purpose.

2.9 **Compensation of Board Members.** Board members shall be entitled to no compensation for fulfillment of their duties. However, Board members may be reimbursed for ordinary and reasonable out-of-pocket expenses incurred in the performance of the Board's duties when authorized by the Board.

2.10 **Indemnification of Board Members.** The members of the Board shall not be liable to the Unit Owners for any mistake of judgment or any acts or omissions made in good faith as Board members or officers of the Association, unless any such act or omission shall have been made in bad faith or contrary to provisions of the Declaration or Bylaws.

2.11 **Board Quorum.** A majority of the Board must be present at any duly scheduled meeting of the Board to constitute a Quorum.

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2.12 **Notice of Board Meetings.** Notice of all Board meeting shall be provided to all Board members at least 72 hours prior to the commencement of the meeting. Effective notice, for the purposes of this paragraph, shall be either by personal delivery of written notice to the Board member or mailing of a written notice to the Board member, by certified mail, return receipt requested, at least five (5) calendar days prior to the date of the meeting.

2.13. **General Election.** All elections, at the discretion of the Board, may be by either secret ballot or open vote, provided, however, that in the event of a secret ballot, any candidate for Board member, or his representative, shall have the right to be present during the counting of ballots.

2.14 **No Contracts with Board Members.** The Board may not enter into a contract with a current Board member or with a corporation, partnership or limited liability company in which a Board member or a member of the Board member's immediate family owns a twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Unit Owners twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity, by filing a petition signed by twenty percent (20%) of the Unit Owners, for an Association vote to approve or disapprove the contract. Any such petition must be filed within twenty (20) days after such notice and such vote shall be held at an Association meeting within thirty (30) days after the petition is filed. For purposes of this Section 2.14, a Board member's immediate family means the Board member's spouse, parents, and children.

2.15 **Biographical Information.** The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board if (i) reasonable efforts to identify all candidates are made and all candidates are given an opportunity

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to include biographical and background information in the information to be disseminated; and  
(ii) the Board does not express a preference in favor of any candidate.

2.16 **Special Meetings of Board.** Special meetings of the Board may be called by the President or twenty-five percent (25%) of the members of the Board.

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

**ARTICLE III.  
THE OFFICERS**

3.1 **Officers of the Association.** At the Annual Meeting, the Board shall, from among its members, select a President, Secretary, and Treasurer, with said individuals to hereinafter be referred to as the "Officers".

3.2 **Duties of Officers.** The Officers of the Board shall have the following duties, powers, and obligations:

- a) **President:** The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Board and the Unit Owners. The President shall execute, in conjunction with the Secretary or any other officer of the Association so authorized by the Board in the absence of the Secretary, any deed, mortgage, bond, contract, amendment of the Bylaws, amendment to the Declaration, or other instrument or document which the Board has authorized to be executed, except in those cases where the signing and

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execution of said documents shall be expressly delegated by the Board, these Bylaws, or the Act to some other officer or agent of the Association. The President may call special meetings of the Association or the Board. In general, the President shall perform all reasonable duties normally associated with the office of President plus such other specific duties and tasks as may from time to time be required by the Board or the Act.

- b) **Secretary:** The Secretary is designated to mail and receive all notices or petitions on behalf of the Association. The Secretary shall keep the minutes of the meetings of the Board and the Unit Owners in proper books of record. The Secretary shall also be the custodian of the Association records and the Association seal, and shall be responsible for affixing the seal to all Association documents which require same. Notwithstanding the foregoing, the Board may elect not to adopt an Association seal and a copy of a resolution by the Board by which the Board elects not to adopt an Association seal, certified by the Secretary, shall be sufficient evidence that the Association has not adopted an Association seal. The Secretary shall be responsible for maintaining a register of the post office address of each Unit Owner and shall be responsible for the mailing and receipt of all notices which are to be given in accordance with the Bylaws or statute. The Secretary shall execute, in conjunction with the President, all amendments to the Declaration and Bylaws, although the Board may, in the absence of the Secretary, authorize the Treasurer to sign such documents in conjunction with the President. In general, the Secretary shall perform all duties normally associated with the office of

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Secretary, plus such other duties as may from time to time be assigned by the President or the Board.

- c) **Treasurer:** The Treasurer shall keep the financial records and books of account of the Association. The Treasurer shall maintain, for examination by the Board, a current list of all accounts payable and receivable. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association and shall deposit all such monies in the name of the Association in separate, distinct accounts, in such banks, savings and loans, or other depositories selected by the Board. In general, the Treasurer shall perform all duties normally associated with the office of Treasurer and such other duties as may from time to time be assigned to the Treasurer by the President or the Board.

3.3 **Term of Office.** The term of office for all officers shall be one (1) year ending at the next Annual Meeting, provided, however, that officers can succeed themselves in office. In the event that an officer does not complete his term and the office becomes vacant, the office shall be filled by appropriate appointment by the Board at the earlier of: (a) the meeting at which such vacancy occurs, (b) the next regularly-scheduled Board meeting, or (c) a special Board meeting to be scheduled within 30 days of the occurrence of said vacancy if a regular Board meeting is not scheduled within said 30-day period.

#### **ARTICLE IV: DUTIES OF THE BOARD**

4.1 **General Provisions:** The Board shall have the general duties and obligations associated with the management and administration of a condominium development, including,



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without limitation, operation, maintenance, repair, replacement and improvement of the Property, other than the interior of the Units or those portions of the Limited Common Elements for which a Unit Owner is responsible. In conjunction with said duties, the Board shall also have the powers and rights which are reasonably necessary to accomplish said duties and obligations. In addition to said general duties and obligations, the Board shall be charged with fulfillment of the specific duties and tasks detailed in the Bylaws.

4.2 Meetings. The Board shall meet to conduct Association business at least four (4) times annually. Unless otherwise duly scheduled and noticed by the Board, meetings shall be held on the first Tuesday of each and every January, April, July and October, with the regularly-scheduled meeting in July to coincide with the Annual Meeting. However, if the first Tuesday of any of said months in any year should be a legal holiday, the meeting shall be rescheduled for the first day thereafter that is not a legal holiday. The Board, with proper notice, may call special meetings of the Association.

4.3 Open Meetings. It shall be the duty of the Board to have meetings open to all Unit Owners except for the portion of any meeting held for: (a) discussion of litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (b) to consider information regarding appointment, employment or dismissal of an employee; (c) to discuss violations of rules and regulations of the Association or Unit Owners' unpaid share of common expenses, provided that any vote on said matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the open proceedings at the Board meetings by tape, film, or other means; however, the Board may formulate reasonable rules and

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regulations to govern the right to make such recordings. The Board shall attempt to schedule meetings for such times and locations as may reasonably provide Unit Owners an opportunity to attend.

4.4 Notice of Meetings. The Board shall mail or deliver notice of any Board meeting to all Unit Owners at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Declaration, Bylaws, other condominium instrument, or provision of law before the meeting is convened. The Board may, if required by law, also designate one or more specific locations where notice of meetings may be posted.

4.5 Annual Budget. The Board is authorized to, and shall annually prepare a proposed budget of the anticipated expenses associated with the management, administration, operation, maintenance, repair and replacement of the Property other than interior of the Units. The Board shall supply each Unit Owner with a copy of the proposed annual budget, with said budget to have at least sufficient detail to indicate which portions thereof are intended for capital expenditures, repairs, and payment of real estate taxes, at least thirty (30) days prior to the anticipated date of adoption of said budget. The Board shall use reasonable accounting methods, plus records of expenditures from previous years and estimates for future expenses and required reserves, to prepare the budget.

4.6 Notice of Budget Meeting. The Board shall provide each Unit Owner with a notice, in the same manner as provided for in the Act for notice of membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto, or to adopt a special assessment. If an adopted budget or any special

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assessment adopted by the Board would result in the sum of all regular and special assessments payable by the Unit Owners in the then current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and special assessments payable during the preceding fiscal year, the Board, upon receipt of a written petition filed within fourteen (14) days of the Board action by Unit Owners constituting at least twenty percent (20%) of the total outstanding votes of the Association, shall call a meeting of the Unit Owners within thirty (30) days of filing of said petition to consider the budget or special assessment, as the case may be. At such a meeting, unless a majority of the total outstanding votes of the Unit Owners are cast at the meeting to reject the budget, the budget shall be ratified, whether or not a standard quorum is present. In determining whether or not assessments exceed one hundred and fifteen percent (115%) of the assessments for the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Property, and anticipated expenses which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computations.

4.7 **Annual Statement.** The Board shall annually supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

4.8 **Assessment of Unit Owners and Collection of Common Expenses.** It shall be the duty of the Board to levy assessments for payment of the Common Expenses and to collect the assessments from the Unit Owners. Collection of the Common Expenses shall be in a manner and in accordance with a payment schedule determined by the Board. The Board shall be authorized

to affix penalties or charge interest for non-payment of Common Expenses when and as due. The Board may also record a lien against the interest of a Unit Owner in his or her Unit for non-payment of Common Expenses and enforce same in the manner common for foreclosure of mortgages or in any other manner permitted by law. The Board shall be empowered to add to the amount of any such lien any reasonable attorney fees and associated costs incurred in said collection process.

4.9 **Property Hazard Insurance.** The Board shall obtain and maintain property insurance in accordance with the provisions of the Declaration. All such policies shall name the Association, or an insurance trustee designated by the Association, as the payee of any such insurance proceeds and any loss covered by such policies must be adjusted by and with the Board on behalf of the Association.

4.10 **Property Liability Insurance.** The Board shall obtain and maintain comprehensive general insurance in accordance with the provisions of the Declaration, in amounts deemed sufficient in the judgment of the Board but not less than \$1 million. Said insurance shall contain a waiver of subrogation by the insuring company in regards to the insured.

4.11 **Directors and Officers Insurance.** The Board shall obtain and maintain directors and officers liability insurance coverage at a level deemed reasonable by the Board, in accordance with the provisions of the Act.

4.12 **Fidelity Bond.** The Board shall obtain and maintain a fidelity bond in accordance with the provisions of the Declaration.

4.13 **General Insurance Provisions.** The Board may undertake such reasonable and necessary acts to obtain and maintain insurance, including, without limitation, the hiring of

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consultants, appraisers and agents. The Board shall, if required by law, or may, if it deems fit, acquire such additional insurance as the Board deems appropriate, including, without limitation, workers' compensation, employment practices, environmental hazards and equipment breakdown. If, for any reason, the Board is unable to maintain required levels of hazard or liability insurance, or there is to be a lapse in same, the Board, as soon as practicable after receipt of notice of cancellation or decrease in coverage, shall so notify each Unit Owner by certified mail, return receipt requested.

right of the discretion to repair, maintain or remove any Limited Common Elements including decks, patios, and balconies which the Unit Owner whose Unit is served by that Limited Common Element has failed to repair or maintain. Any determination by the Board ordering repair, maintenance or removal of any Limited Common Element shall be final. The Board shall charge the Unit Owner whose Unit is served by that Limited Common Element for any repairs or

maintenance made to such. Roadways and Unit driveways within the Property which are not dedicated and maintained by a governmental authority shall be maintained by the Board as to road surfaces and snow and ice removal. The exterior walls and roofs of the Units shall be maintained by the Board. It shall be the responsibility of the Board to establish a schedule or plan for the periodic maintenance of all Units in order to maintain a well-kept, generally uniform appearance for all Units.

4.15 Right to Affix Liens. Nothing contained in the Board's duty to maintain the Property shall limit the right of the Board to special assess a particular Unit Owner for repair of damage or maintenance in advance of a reasonable schedule, for either the Common Elements or individual Units, necessitated by or arising from the acts of a particular Unit Owner. The Board shall be specifically empowered to attach a lien against the interest of any Unit Owner damaging the Property and enforce same in the same manner as provided for in regards to enforcement of liens for non-payment of Common Expenses. Absent prolonged neglect and prior notice, neither the Board nor the Association shall be liable to any Unit Owner for any damage arising from failure to undertake maintenance of the covered portion of any Unit. The determination of the Board, unless otherwise instructed by the Association, shall be controlling as to the appropriate schedule for maintenance.

4.16 Selection of Personnel/Property Manager. Since no member of the Board shall be required to personally perform maintenance services, the Board shall be empowered to select, hire, fire and determine appropriate salaries for individuals, companies, or other organizations necessary to provide proper care and maintenance for the Property. The Board shall be specifically authorized to engage the services of a property manager or managing agent to perform

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the various tasks associated with the maintenance and upkeep of the property. The property manager or managing agent may, within guidelines established by the Board, approve payment vouchers and schedule regular maintenance, repair and replacement of the Common Elements. The Board shall establish maximum dollar limits on the amount of the vouchers, for both individual and gross totals, which the property manager or managing agent is authorized to approve. The Board will also establish limits on the total amount which the property manager or managing agent will be authorized to pay any one individual, corporation or trust during any three (3) month period without express consent of the Board. Any employment contract or services agreement with a property manager or managing agent shall contain a provision that, upon request, the property manager or managing agent will provide a sworn or certified statement disclosing any or all financial or familial relationships with those individuals, partnerships, corporations, trusts, or any other entities that may provide supplies, labor or materials to the Association or the Property.

4.17 Records of the Association. The Secretary, or if so assigned, the property manager or managing agent, shall maintain records of the Association available for examination and copying at convenient weekday hours by the Unit Owners or their duly-authorized agents. Copies of the Declaration, Bylaws, and any other condominium instruments or amendments, plus Articles of Incorporation of the Association, if any, annual reports and any rules or regulations adopted by the Association or the Board shall also be available. Detailed, accurate records in chronological order of the receipts and expenditures pertaining to the Common Elements and maintenance and repair expenses, plus copies of all contracts, leases or other agreements entered into by the Association, shall be maintained. Minutes of all meetings of the Association and Board

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shall be maintained for a period of not less than seven (7) years, and ballots for all elections to the Board or any other matters voted on by the Unit Owners shall be maintained for at least one (1) year. Reasonable rules pertaining to the examination of the above records, plus reasonable charges for the copying thereof, may be established by the Board.

4.18 **Duties of the Declarant.** Until election of the initial Board, the Declarant shall have all of the rights, duties and powers of the Board and be responsible for and discharge all of the obligations of the Board detailed herein.

#### **ARTICLE V: COMMON EXPENSES**

5.1 **Duty to Pay.** It shall be the duty of each Unit Owner to pay his or her proportionate share of the Common Expenses, as evidenced by any assessment for such purpose levied by the Board on behalf of the Association. It shall be the duty of the Declarant to pay a proportionate share of the Common Expenses for each Unit which is owned by the Declarant. Neither the Board nor the Association shall have the right to forbear the payment of assessments due by any Unit Owner.

5.2 **Proportionate Share.** Each Unit Owner shall be assessed a percentage share of the Common Expenses equal to that Unit's percentage of ownership interest in the Common Elements with each Unit's percentage of ownership interest, and corresponding share of the Common Expenses, remaining fixed in relation to all Units submitted to the Act on the date of recording of the Declaration of Condominium respecting that Unit and being adjusted only in relation to the total number of Units if and when more Units are, from time to time, submitted to the Act.



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5.3 Change of Allocation. If, due to the acts or omission of an individual Unit Owner, there is an increase of the Common Expenses to the Association, a special charge may be levied by the Board on behalf of the Association against said Unit Owner to compensate the Association for such extra or extraordinary charges. Items which may be charged for under the terms of this Section 5.3 include, without limitation, damage or neglect to the exterior of a Unit requiring extra maintenance or repair, and use of a Unit in a manner which would increase applicable insurance premiums for the Association.

5.4 Payment of Assessments, No Forbearance of Collection. The Board shall have the authority to establish reasonable times and circumstances for payment of Common Expenses. Unless and until modified by the Board, each Unit Owner shall pay to the Association, on the first of each and every month, an amount equal to 1/12 of the portion of the current, annual budget times the Unit Owner's percentage of ownership of the Common Elements. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

5.5 Lien for Nonpayment. If any Unit Owner shall fail or refuse to make any payment on the Common Expenses when due, the amount thereof, together with any interest, late charges, reasonable attorney's fees and costs of collection or the amount of any unpaid fine, shall constitute a lien on the interest of such Unit Owner in the Unit, prior to all other liens or encumbrances recorded or unrecorded, excepting only taxes, special assessments, and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the state or other state or federal taxes which, by law, are a lien on the interest of such Unit Owner recorded prior to the date of such failure or refusal to pay which by law will be a lien on said

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interest prior to the subsequently recorded encumbrances, and the Board shall prepare and file a notice of such lien in the Office of the Recorder of Deeds of Woodford County, Illinois.

5.6 **Lien Enforcement.** Any lien placed against the interest of a Unit Owner for nonpayment of Common Expenses shall be in favor of the Board and for the benefit of the Association. After recording, the lien may be foreclosed by an action in the name of the Board in a like manner as a mortgage of real property, or by any other method permitted by law. Nothing contained herein shall limit the rights of the Board or the Association to pursue any and all remedies available in law or equity to recover all amounts due and owing.

#### **ARTICLE VI: RIGHTS AND DUTIES OF UNIT OWNERS**

6.1 **Association Membership.** Each Unit Owner shall automatically be a member of the Association by virtue of such ownership. Each Unit Owner shall have the rights, duties, obligations, and privileges associated with membership in the Association. There shall be only one class of membership in the Association. Membership in the Association shall terminate upon the conveyance of the Unit Owner's interest in the Unit.

6.2 **Determination of Unit Owner.** As to voting rights of Unit Owners, the following guidelines shall apply: (a) in the event there is more than one owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, said owner is entitled to cast the vote allocated to that Unit; if more than one of the multiple owners are present, the vote allocated to that Unit can be cast only in accordance with the agreement of a majority in interest of the multiple owners. Unless protest is promptly made to the person presiding over the meeting by any of the other owners of the Unit, it shall be assumed that there is a majority agreement if any of the

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multiple owners cast a vote, and in the event more than one of the multiple owners is present and protest is made by one of such owners that there is no such majority agreement, the vote respecting that Unit may not be cast at that meeting unless the protest is withdrawn, and, the absence of such a majority agreement and resulting inability to cast a vote shall not reduce the number of Units deemed present for the purpose of determining the presence of a quorum but shall reduce the number of votes by Unit Owners deemed present for the purpose of determining whether the requisite percentage of votes required for action by the Association's members has been cast; (b) if a Unit is subject to a resale from a seller other than the Declarant pursuant to an installment contract for purchase, said installment purchaser shall, during such times as said installment purchaser resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting called for such purpose, shall have the right to vote for election of members of the Board, and shall have the right to be elected and serve on the Board, unless the installment seller of said Unit has expressly retained, in writing, any or all of such rights and has made available to the Association or its agents written evidence of such retention. In no event shall the installment seller and the installment purchaser of a Unit both be counted toward a quorum, be permitted to vote for a particular office, or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents, with "installment contract" for the purpose of this section, having the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967, as amended.

6.3 Voting Percentage. Except for matters specified in the Act where requisite approval is on a percentage basis, the vote of each Unit Owner is equal. Accordingly, each Unit

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Owner shall be authorized to cast one vote for each Unit owned in all elections (being one vote for each Board vacancy so long as only one vote is cast for each Board candidate by any Unit Owner) or at meetings of the Association. Notwithstanding the foregoing, for matters where requisite approval is on a percentage basis, each Unit Owner shall be entitled to cast a proportional vote according to said Unit Owner's percentage interest in the Common Elements of the Property.

6.4 Proxy Voting. A Unit Owner may vote by proxy, executed in writing by the Unit Owner or his duly-authorized attorney in fact, provided, however, that the proxy shall be invalid after eleven (11) months from the date of its execution, unless otherwise provided for in the proxy, and that every proxy must bear the date of execution. Any proxy distributed for Board elections by the Board shall give Unit Owners the opportunity to designate any person as the proxy holder, and shall give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name, provided that any write-in must be a Unit Owner.

6.5 Association Meetings. There shall be an Annual Meeting of the members of the Association, one of the purposes of which is to elect the members of the Board. Special meetings of the Association may be called by Unit Owners comprising at least twenty percent (20%) of the ownership of all Units, by the Board or by the President. Meetings shall be held at such reasonable time and place so as to enable maximum attendance by Unit Owners. Written notice of any Association meeting shall be mailed or delivered so as to provide notice to Unit Owners not less than ten (10) nor more than thirty (30) days prior to said meeting. Notices will contain the time, date, place and purpose of any such meeting, and, for the purposes of this provision, notices properly mailed and addressed to the Unit Owners shall be deemed delivered two (2) days

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after deposit of same into the United States mail, regardless of holidays or other non-delivery days.

6.6 Association Quorum, Required Vote. Unit Owners representing ownership of at least one-third (1/3) of the Units shall constitute a quorum at any Association meeting. Except for the election of the Board, the majority vote of the Unit Owners present at a duly-called Association meeting, with quorum present, shall be required to set Association policy and perform Association business, except that the following matters shall require the vote of not less than two-thirds (2/3) of all Unit Owners:

- (i) merger or consolidation of the Association;
- (ii) Sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and
- (iii) the purchase or sale of land or of Units on behalf of all Unit Owners.

6.7 Ownership of Common Elements. All Unit Owners shall jointly and mutually own the areas known as the Common Elements of Fandel Farm Condominium, except that portion thereof designated as Limited Common Elements. Each Unit Owner shall own a percentage interest in the Common Elements reflecting, at all times, the initial value of each Unit in relation to the value of the Property as a whole, determined as specified in the Declaration. Said ownership interest shall remain constant as between all Units submitted to the Act on the date of recording of the Declaration of Condominium respecting that Unit and be adjusted only in relation to the total number of Units if and when more Units are, from time to time, submitted to the Act, as specified in the Declaration.

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6.8 Unit Tenants. The provisions of the Act, the Declaration, these Bylaws, and other condominium instruments, and the rules and regulations that relate to the use of the Units or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease, written or oral, pertaining to any Unit or portion thereof. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board, or if the lease is oral, a written memorandum of the lease, not later than the date of occupancy or ten (10) days after the date the lease is signed, whichever occurs first.

6.9 Use of the Units, Common Elements and Limited Common Elements. The following rights, rules and regulations shall apply to each Unit Owner's use of a Unit, the Common Elements or the Limited Common Elements:

- (1) Unit Maintenance. The Unit Owner shall maintain and keep in a presentable condition such portions of the exterior of each Unit as is not maintained by the Association.
- (2) Restrictions on Structures. No outbuildings, towers, satellite dishes larger than 18" diameter, swimming pools, additions or other permanent structures or fixtures shall be constructed by any Unit Owner on any portion of the Property, except as provided in Paragraph 6.9 (5) of these Bylaws, whether on the Common Elements, Limited Common Elements, or land constituting part of a Unit. No Unit Owner shall alter, modify, or change the exterior appearance of a Unit without prior written approval of the Board.

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- (3) Vehicle Storage. Unless stored inside and concealed from view, no Unit Owner shall store on a regular basis any trailer, boat, recreational vehicle, van, passenger car or other object of substantial size on the Common Elements, Limited Common Elements or land constituting part of a Unit.
- (4) Animal Restrictions. No animals other than domesticated house pets shall be kept or maintained within the Property.
- (5) Fences, Decks and Patios. No fences, decks, patios, verandas, hot tubs or other enclosures shall be constructed or located along or within the Common Elements, Limited Common Elements or property lines of a Unit unless the same are approved in writing, as to size, location and materials, by the Board.
- (6) Exterior Lights. Each Unit Owner shall maintain approved, standardized, exterior lighting as required by the Association.
- (7) Single-Family Use. Each Unit shall be used for single-family residential purposes only, and no Unit, nor the Common Elements or Limited Common Elements, shall be used for any commercial, manufacturing, professional, religious, fraternal or business purposes.
- (8) Gardens. A Unit Owner shall be permitted to maintain exterior gardens, flower beds, or other landscaped areas unique to said Unit, provided such areas are well-maintained and generally harmonious with the architecture, color and design of Fandel Farm Condominium, approved as to size and

location by the Board. Any gardens shall be situated behind the residence comprising a portion of the Unit.

- (9) Noxious Activities. No activity, trade or object which is noxious, offensive or hazardous, either by sight, sound, odor or otherwise, shall be conducted or maintained within the confines of the Property.
- (10) Grant of Easement. Those areas of a Unit not enclosed by walls or specifically reserved for gardens or flower beds in accordance with Paragraph 6.9(8) of these Bylaws, shall be maintained and landscaped by the Association in conjunction with the maintenance and landscaping of the Common Elements, and, accordingly, each Unit Owner grants and permits access to the exterior portions of a Unit by the authorized agents and employees of the Association for the purpose of maintaining said grounds, exterior portions of the Units, and adjacent Common Elements. Additionally, each Unit Owner grants an easement for access to the interior of his or her Unit, when authorized by the Board, for necessary maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units.
- (11) Access to Common Elements. Each Unit Owner shall have equal access to the Common Elements, except for those portions that constitute Limited Common Elements, for ingress and egress, plus such other uses as may be permitted by the rules and regulations from time to time adopted by the





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Board, with said privileges to extend to the families, agents and invitees of the Unit Owners.

- (12) Separate Mortgages. Each Unit Owner shall be permitted to grant a separate mortgage against his interest in said Unit and his percentage interest in the Common Elements. However, no Unit Owner shall be permitted to place a mortgage or other encumbrance against the Common Elements, nor shall any Unit Owner permit or be authorized to allow a lien to attach to the Common Elements.
- (13) Real Estate Taxes. Separate real estate taxes shall attach against the specific Units and the proportionate share of the Common Elements associated therewith.
- (14) Interior Decorating/Maintenance. Each Unit Owner shall be responsible for the interior decoration and maintenance of his or her Unit, except for those portions of the Unit as form a structural component of an adjacent Unit and are, therefor, a part of the Common Elements. Although interior decoration shall be at the discretion of the Unit Owner, the Board shall reserve the right to disapprove and compel the removal of interior window dressings which do not provide an outward appearance that is harmonious with the rest of the Development.
- (15) Optional and Mandatory Unit Insurance. Each Unit Owner may obtain and maintain such levels of insurance as deemed appropriate for that Unit Owner for damage or loss of interior decorations, wallcoverings,

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furnishings, fixtures and possessions, whether by fire, water, theft or otherwise. Each Unit Owner shall obtain and maintain general liability insurance covering their personal liability and compensatory damages to another Unit or Unit Owner caused by the Unit Owner or his or her guests, residents or invitees, including in the personal liability, the deductible of the Unit Owner whose Unit was damaged and decorating, painting, wall and floor coverings, trim, appliances, equipment and furniture and furnishings of the other Unit Owner and provide evidence of that coverage to the Board. If a Unit Owner fails to provide such evidence to the Board, the Board may, but is not required to purchase such insurance coverage and levy an assessment against that Unit Owner for the cost of such insurance.

(16) Security. It shall not be the responsibility of the Board, the Association, or the Declarant to provide security for the Property.

(17) Lawn Fixtures. No lawn ornaments, clotheslines, or other fixtures shall be permanently or temporarily maintained on the lawn or the external walls of a Unit without the prior written approval of the Board.

6.10 Statement of Account. Upon receipt of a written request for a statement of the status of a Unit Owner's account in regards to any unpaid assessments or other charges due and owing from such Unit Owner or applicable to a specific Unit, plus the payment of such reasonable fee as may be established by the Board, the Board, or, as appropriate, the property manager or managing agent, shall issue said statement within ten (10) days of receipt of the request.

6.11 Amendment of Bylaws. The Bylaws may be amended by the affirmative vote of at least seventy-five percent (75%) of the Unit Owners, at a properly-scheduled meeting with notice of the proposed amendment having been given, provided, however, that no amendment shall be permitted if same is contrary to provisions of the Act. Any amendment shall be deemed effective upon recording of the amendment in the Office of the Recorder of Deeds of Woodford County, Illinois.

6.12 Administrative Rules. The Board may, from time to time, adopt and amend reasonable administrative rules and regulations governing the operation and use of the Common Elements without the approval of the Association at large. Copies of all such rules or amended rules and regulations shall be provided to all Unit Owners.

6.13 Special Meetings. The notice for special meetings shall detail, in general, all items which are to be discussed and voted on at such meeting.

6.14 Eminent Domain Proceedings. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, the Board may act to withdraw such portion of the Property from the provisions of the Act. After the withdrawal of any Unit from the provisions of the Act due to such proceedings, the percentage interest in the Common Elements associated with such Unit shall be reallocated among the remaining Units on a pro rata basis. Any condemnation award or other payments arising from the taking of a Unit shall be allocated on an equitable basis, with payments first going to compensate said Unit Owner for the value of any such loss, with the remainder to be paid to the Association for distribution in accordance with the reasonable and equitable decision of the Board, with said distribution not necessarily to be in accordance with the remaining Unit Owners' percentage interest in the Common Elements. Any

award arising from the taking of any portion of the Common Elements shall be paid to the Association to be used to meet future Common Expenses or, at the discretion of the Board to be distributed to the Unit Owners in accordance with the reasonable and equitable determination of the Board, with said distribution not necessarily to be in accordance with the Unit Owners' respective percentage interest in the Common Elements.

6.15 No Assignment. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities and liabilities of a Unit Owner under the Act, the Declaration, these Bylaws or the rules and regulations of the Association, and any attempted assignment, delegation, transfer, surrender or avoidance shall be deemed void.

6.16 Waiver. No waiver of the terms, conditions, covenants, restrictions or obligations detailed in the Declaration or the Bylaws, or any waiver of the rules and regulations of the Board, shall be deemed to excuse or permit subsequent breaches of such rules, regulations or restrictions, regardless of whether such subsequent breach is of a similar or dissimilar nature from any prior act.

IN WITNESS WHEREOF, the undersigned, as Declarant, does hereby adopt the foregoing as the initial Bylaws of Fandel Farm Condominium this 28<sup>th</sup> day of March, 2003.

FANDEL FARMS, LLC

By: [Signature]  
One of Its Managers

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Paul Gibb, personally known to me one of the Managers of Fandel Farms, LLC, an Illinois Limited Liability Company and personally known to me as the same person whose name is affixed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager he signed and delivered said instrument pursuant to authority given by the Members of the Limited Liability Company, and as his free and voluntary act for the uses and purposes set forth therein.

Given under my hand and official seal this 28<sup>th</sup> day of March, 2003.



[Signature]  
Notary Public