

declaration for  
sutton place  
property owners  
association

p.o. box 207  
hinsdale, illinois  
60521

dupage county,  
illinois

document number  
R73-32153

dated  
june 5, 1973

DECLARATION  
FOR  
SUTTON PLACE PROPERTY OWNERS ASSOCIATION

DECLARATION made this First day of June 1973 by FIRST BANK OF OAK PARK, an Illinois corporation, not personally but as Trustee under Trust Agreement dated September 1, 1967, and known as Trust Number 8100 (the "Declarant").

The Declarant is the owner of certain property in DuPage County, Illinois, legally described as follows:

SUTTON PLACE

Lots 1, 2, 3, 4, 5, 6, lot 19 (except the North 49 feet thereof), Lots 21, 22, 23, 24, in Block 1; Lots 1, 2, 3, 4, 5, 6, Lots 19, 20, 21, 22, 23, 24, in Block 2, all in Dana's Subdivision in Block 6 in Fuller's Addition in the Northeast quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois;

AND ALSO

The North 49 feet of Lot 19 and all of Lot 20 in Block 1 in Dana's Subdivision of Block 6 of Fuller's Addition in the Northeast quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois;

AND ALSO

Vacated streets and alleys, being the 14.0 foot public alley lying West of the adjoining lots 1 to 6, both inclusive, and lying East of and adjoining lots 19 to 24, both inclusive, in Block 1, and the 14.0 foot public alley lying West of and adjoining lots 1 to 6, both inclusive, and lying East of and adjoining lots 19 to 24, both inclusive, in Block 2, also Giddings Avenue, lying between and adjoining Blocks 1 and 2 and lying North of the extension of the South lines of Lot 19 in Block 1 and Lot 6 in Block 2, all in Dana's Subdivision of Block 6 of Fuller Addition, in the Northeast quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois;

Reference being had to the plat thereof recorded as Document Number R-73-32151 dated June 5, 1973,

The Declarant has improved said property with residential townhouse dwellings together with streets, curbs and other facilities for the common use of purchasers of the dwellings; and

The Declarant intends to sell and will sell, convey and mortgage some or all of said property, subject to certain rights, easements, covenants, burdens, uses and privileges as hereinafter set forth.

The Declarant therefore hereby declares that all of the property described above shall be held, sold and conveyed, subject to the following rights, easements, covenants, burdens, uses and privileges, all of which shall run with the real property, and shall be binding on all parties having or acquiring any right title or interest in said property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1  
DEFINITIONS

1. "Association" shall mean and refer to Sutton Place Property Owners' Association, an Illinois nonprofit corporation, its successors and assigns.
2. "Properties" shall mean and refer to the real property hereinbefore described.
3. "Common Ground" shall mean the real property owned by the Association for the common use and enjoyment of the members of the Association, and shall consist of all the properties except the Units.
4. "Buildings" shall mean the four structures containing a total of forty-one (41) single family townhouse dwellings and one private clubhouse; also four detached garage structures.
5. "Unit" shall mean and refer to a single family townhouse dwelling in a building.
6. "Member" shall mean and refer to every person or entity who holds membership in the Association. "Class A" members shall be all the Owners except the Declarant and "Class B" Members shall be the Declarant, each class with such voting and other rights as set forth in the By-Laws of the Association.
7. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers but excluding mortgages and others having such interest merely as security for the performance of an obligation.
8. "Declarant" shall mean and refer to First Bank of Oak Park, an Illinois Corporation, not personally but as Trustee under Trust Agreement dated September 1, 1967 and known as Trust No. 8100, and its successors and assigns.

ARTICLE 11

MEMBERSHIP

1. Every Owner shall be a Member of the Association, which membership shall be appurtenant to the Unit owned by such Owners, and each purchaser of a Unit, by acceptance of the deed therefore, covenants and agrees to be a Member of the Association, whether or not it shall be so expressed in any such deed or conveyance, and by reason of such membership, agrees to be bound by the terms of this Declaration and the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association, as adopted and amended from time to time.
2. Every Owner covenants and agrees that, if he enters into an installment sales contract for the sale of his Unit, such contract will contain a provision obligating the contract-purchaser, jointly and severally with such Owner, to pay all assessments and to otherwise be bound by all the terms of this Declaration and said Articles of Incorporation, By-Laws and Rules and Regulations to the same extent as if he were an Owner and a Member of the Association; provided that such undertaking shall in no way affect or diminish the Owner's obligations as an Owner and a Member of the Association.
3. Upon consummation of his purchase of a Unit, each Owner shall be entitled to receive a membership certificate, covering the Owner and his family. The failure, however, of any Owner to receive a membership certificate shall in no way affect his membership in the Association or his rights or obligations with regard to such membership.

## ARTICLE 111

### EASEMENTS AND PROPERTY RIGHTS

1. Every Owner shall have a right and easement of enjoyment in and to the Common Ground and such right and easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) No Owner shall have a right of enjoyment in or to the Common Ground while he is not residing on his Unit; provided that such right of enjoyment shall, in accordance with the By-Laws, belong to the Owner's tenants or contract-purchasers who reside on his Unit. The provisions hereof shall in no way affect or diminish such Owner's obligations under this Declaration and the Association's By-Laws.

(b) The Association shall have the authority to dedicate or transfer all or any part of the Common Ground to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members; provided that no such dedication or transfer shall be effective unless an instrument in writing signed by two-thirds of the Class B members, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member, addressed to him at this Unit, not less than 30 days nor more than 60 days in advance.

2. Every Owner shall have an easement of ingress and egress over and upon the Common Ground for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing the Unit of such Owner, which easement shall be in perpetuity and be appurtenant to and shall pass with the title to every Unit.

3. The Declarant hereby covenants for itself, its successors and assigns, that it will convey to the Association the fee simple title to the Common Ground.

4. The Common Ground shall be subject to utility easements for sewer, water, electricity, telephone, storm drainage and any other necessary utilities.

5. An easement is hereby granted to the Declarant, without charge, for the purpose of erecting, maintaining, repairing and replacing signs and other advertising and promotional displays, fences, and parking areas over and across the Common Ground as long as the Declarant is engaged in the rental and sale of dwellings on any portion of the real property described in this Declaration.

6. Any and all facilities of any kind presently existing or hereinafter installed upon any Unit, designed for the Common use of any two or more Units, shall be perpetually used in common by such Unit Owners or occupants.

## ARTICLE IV

### COVENANT FOR ASSESSMENTS

1. Each Owner covenants and agrees to assume and pay to the Association his or her proportionate share of (1) the annual assessments, and (2) any special assessments for capital improvements, as such assessments are fixed, established and payable from time to time as provided in the By-Laws of the Association. This covenant shall inure to the benefit of and shall be enforceable by the Association, the Declarant, every Owner of a Unit, while he is an Owner, or by the holder of any mortgage on any Unit, and shall be binding upon the heirs, legal representatives, successors and assigns of every Owner.

2. The annual and special assessments shall be a continuing lien upon the Unit of each Owner in favor of the Association. Each such assessment shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessments fell due and no portion of any paid assessment shall be refunded or refundable to an Owner upon the sale or transfer of a Unit. If any such assessment is not paid when due, the Association may bring an action at law against the Owner or Owners personally obligated to pay the same, or to foreclose the lien against the Unit, and there shall be added to any judgment or decree all costs and expenses of the proceedings, including reasonable attorney's fees, court costs, and all other expenses incurred by the Association in obtaining or enforcing any such judgment or decree.

3. The lien of the assessments herein provided for shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Unit or Units; provided, however, that such subordination shall apply to only the assessments which have become due and payable prior to a sale or a transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

## ARTICLE V

### PARTY WALLS

1. Each wall which is built as a part of the original construction of the dwellings upon the Properties and placed on the dividing line between the Units and/or serves two or more dwellings, shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto.

2. The cost of reasonable repair, maintenance and replacement of a party wall shall be shared equally by the Owners who make use of the wall.

3. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owners who shared the use of the wall shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. Notwithstanding any other provisions of this Article, an Owner who by his negligence or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## ARTICLE VI

### ARCHITECTURAL CONTROL

1. No building, fence, wall, antenna, awning, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, except such as are installed or approved by the Declarant in connection with the initial construction of the dwellings and other improvements on the Properties, until written plans and specifications, showing the nature, kind, shape, height, materials and location of the same, shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association; provided that such approval shall first have been given to the Board by an architectural committee composed of three (3) or more representatives appointed by, but who shall not be members of, the Board. In the event both the Board and its designated committee fail to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

2. In the event of damage or destruction of any dwelling, the Owner or Owners from time to time of any such dwelling covenant and agree that they will within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. The exterior of such dwelling, when rebuilt, shall be the same as and of architectural design conformable with the exterior of such dwelling immediately prior to such damage or destruction.

## ARTICLE VII

### EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

1. The Association, in addition to its other powers, rights and duties as set forth in this Declaration and its By-Laws, and Rules and Regulations, as they may be amended from time to time, shall maintain, repair, replace and otherwise manage the streets and all other portions of the Common Ground and the facilities thereon; maintain and otherwise manage the landscaping in the Common Ground and the front yard areas of the Units (but not the replacement of landscaping in said front yard areas); maintain and otherwise manage the garages and the private Sutton Place Club and pool; provide snow removal for the walks, streets and driveways in the Common Ground; at least every four years paint the frame exteriors of each dwelling. All exterior painting of dwellings by the Association shall conform in quality to the painting of the other dwellings in the Association and the color shall not be changed unless the Owners of all Units in that Building unanimously agree on a color change, in which event the color they select shall be used for their Building. The Owners of all Units in a Building may, at any time, at their cost, paint the exterior of their dwellings any color they unanimously agree upon, provided that the exterior of all dwellings in that Building are painted at one time and the paint conforms in quality to the exterior painting of the other dwellings in the Association. All owners when re-roofing their dwelling will conform to color and quality of the roofing on other dwellings in the building in which their unit is located.

2. Except as hereinabove provided, the Owner or Owners of each Unit shall, at their cost, at all times maintain and keep in good operating condition and repair the exterior, and the roof, gutters and downspouts and private atrium garden, walls and fences of his dwelling.

3. The Association and its agents are hereby granted the right and easement to enter in and upon all yard areas and walks of the Units and in and upon the dwellings on the Units for purposes of performing the exterior maintenance referred to in paragraph 1 of this Article, and for the purpose of performing the maintenance required of an Owner under paragraph 2 of this Article, if such Owner fails to perform same.

4. Any sums spent by the Association for maintenance which an Owner is responsible for hereunder and fails to do, shall be assessed against such Owner and his Unit and payable to the Association on demand. If not so paid, the assessment shall be the personal obligation of such Owner and a lien against his Unit, and subject to collection, foreclosure and the remedies as set forth in Article V for other assessments.

## ARTICLE VIII

### SALE OR LEASING

1. Any unit owner other than the Declarant who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sublease such Unit ownership) to any person not related by blood or marriage to the owner shall give to the Board no less than thirty days prior written notice of the terms of any contemplated sale or lease, together with the name and address and financial and character references of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms as the proposed sale or lease described in such notice, which option shall be exercisable for a period of thirty days following the date of receipt of such notice. If the Board shall give written notice to such unit owner within said thirty-day period that it has elected not to exercise such option, or if the Board shall fail to give written notice to such unit owner within said thirty-day period that it does or does not elect to exercise said option, then such unit owner may proceed to close said proposed sale or lease transaction at any time within sixty days after receipt by the unit owner of such notice or the expiration of said thirty-day period, as the case may be; and if he fails to close said proposed sale or lease transaction within said sixty days, his unit ownership shall again become subject to the Board's right of first option as herein provided. If the Board shall give written notice to such unit owner within said thirty-day period of its election to purchase or lease such unit ownership upon the same terms as the proposed sale or lease described in said written notice to the Board, then such purchase or lease by the Board shall be closed upon the same terms as such proposed sale or lease. If a proposed lease of any unit ownership is made by any unit owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such unit owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such unit owner with respect to such ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall again apply to such unit ownership. The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the property as a whole shall be removed from the provisions of the Declaration as provided herein by the unit owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

2. Consent of Unit Owners. The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of sixty percent of the unit owners except the unit owner whose unit or units are the subject of the contemplated sale or lease. Said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said unit or interest therein. The Board shall have authority, upon behalf of the unit owners, to elect not to exercise any such option and to give written notice of such election.



ARTICLE VIII

SALE OR LEASING (Cont'd.)

3. Release or Waiver of Option. Upon the written consent of three of the Board members, any of the options contained in this paragraph may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph.

4. Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this paragraph as hereinabove set forth have been met by an owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this paragraph or in respect to whom the provisions of this paragraph have been waived, upon request at a reasonable fee, not to exceed \$10.00.

5. Financing of Purchase Under Option.

a. Acquisition of unit ownerships or any interest therein under the provisions of this paragraph shall be made from the association general fund. If said fund is insufficient, the Board shall levy an assessment against each unit owner in the ratio that his ownership bears to the total of all ownerships applicable and subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Section 2 of paragraph IV of this Declaration.

b. The Board, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this paragraph provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit ownership or interest therein to be acquired.

6. Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners. Said unit ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions of this paragraph. All proceeds of such sale and/or leasing shall be deposited in the association's general fund and credited to each owner in the same proportion in which the Board could levy a special assessment under the terms of Section 1, paragraph IV of this Declaration.

7. Sales by Declarant. The provisions of this paragraph shall not apply to sales or leases made by the Declarant.

8. Gifts, Devises, or Involuntary Sales. In the event any unit owner other than the Declarant makes a gift of his or her unit ownership or dies leaving a will devising his or her unit ownership, or in the event of any involuntary transfer of his or her unit ownership, the donee or transferee shall be bound by and subject to all of the provisions with respect to options set forth in this article with respect to his or her conveyance or leasing of his unit ownership.

ARTICLE IX

GENERAL PROVISIONS

1. The Association, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, covenants, conditions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter.

2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provision which shall remain in full force and effect.

3. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, the Owner of any Unit subject to this Declaration, and any mortgagee of all or any portion of the Properties, their heirs, legal representatives, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first 30 year period by an instrument signed by not less than eighty percent (80%) of the Unit Owners, and thereafter by an instrument signed by not less than seventy percent (70%) of the Unit Owners. Any such amendment must be recorded in the office of Recorder of Deeds, DuPage County, Illinois.

4. Reference in the respective deeds of conveyance, or in any mortgage or trust deed, or other conveyance of obligation, to the rights, easements, covenants, and restrictions herein described shall be sufficient to create and reserve such rights, easements, covenants and restrictions to the respective grantees, mortgages, or trustees of said parcels as fully and completely as though such rights, easements, covenants and restrictions were fully recited and set forth in their entirety in such document.

C E R T I F I C A T I O N

The undersigned hereby CERTIFIES that this is a true copy of the DECLARATION FOR SUTTON PLACE PROPERTY OWNERS ASSOCIATION including any and all amendments there-to as of this date.

Total of 9 pages.

Date \_\_\_\_\_

FIRST AMENDMENT TO DECLARATION FOR  
SUTTON PLACE PROPERTY OWNERS ASSOCIATION

This FIRST AMENDMENT TO THE DECLARATION for Sutton Place Property Owners Association ("Declaration") is made by not less than 80% of the following Unit Owners, as defined in the Declaration. (SEE LEGAL DESCRIPTION ON EXHIBIT "A")

WHEREAS, by the Declaration for Sutton Place Property Owners Association recorded in the office of the Recorder of Deeds of DuPage County as Document No. R73-32153, certain real estate was submitted to the terms of the Declaration; and

WHEREAS, the Sutton Place Property Owners Association ("Association") is the legal title holder of and wishes to sell the Sutton Place Clubhouse parcel as a single family townhouse dwelling and remove such property from the Common Ground, as defined in the Declaration, which clubhouse parcel is legally described on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Paragraph 3 of Article IX provides that the Declaration may be amended by an instrument signed by not less than 80% of the Unit Owners and recorded in the office of the Recorder of Deeds of DuPage County.

The undersigned, for the purposes above set forth, hereby declare that the Declaration be and hereby is amended as follows:

1. Paragraph 3 of Article I is hereby deleted and the following is substituted in lieu thereof:

3. "Common Ground" shall mean the real property owned by the Association for the common use and enjoyment of the Members of the Association, shall consist of all of the Properties except the Units, and shall not include the single family townhouse which was formerly the Sutton Place Clubhouse.

2. Paragraph 4 of Article I is hereby deleted and the following is substituted in lieu thereof:

4. "Buildings" shall mean the four structures containing a total of 42 single family townhouse dwellings; also four detached garage structures.

3. In all other respects, the Declaration is hereby confirmed. This amendment may be executed in counterpart.

Dated: June 1, 1989  
D977.157

CHARGE, C.T.I.C. - DUPAGE 89-05435  
G. T. L. C. V. L.

RECORDED  
DU PAGE COUNTY



JUN 10 1989

Unit Owners

Florida L. Green  
201 Garfield

~~Home Bureau~~  
~~205 Garfield~~

Mary Smith 6/19/89  
209 Garfield

James Williams Hiller Wilkinson  
213 Garfield

Tom W. [unclear]  
217 Garfield

Dianne W. DeWolf  
221 Garfield

Amthia Carter  
225 Garfield

Bell Schaffer  
229 Garfield

John A. Siper  
233 Garfield

\_\_\_\_\_  
237 Garfield

\_\_\_\_\_  
241 Garfield

[unclear]  
245 Garfield

[unclear]  
203 Sutton

Arthur Kaiser 6/19/89  
204 Sutton

Bonnie Cecade  
207 Sutton

\_\_\_\_\_  
208 Sutton

\_\_\_\_\_  
211 Sutton

Unit Owners

Barbara J. Schuyler  
212 Sutton

James C. White - John B. White  
215 Sutton

Edward J. [unclear]  
216 Sutton

[unclear]  
219 Sutton

[unclear]  
220 Sutton

Viola [unclear]  
223 Sutton

[unclear]  
224 Sutton

[unclear] 6/22/89 Kaula Side 1/2  
227 Sutton

\_\_\_\_\_  
228 Sutton

[unclear]  
231 Sutton

[unclear]  
232 Sutton

Grace Betty  
236 Sutton

William [unclear]  
202 Park

Aldora A. Kowalick  
206 Park

[unclear]  
210 Park

Sandra S. King S. W. J. Kemmerling  
214 Park

[unclear]  
218 Park

RR9 - 97577

Unit Owners

Doris R. Freeman 6/1/89  
201 Garfield  
Wm. W. Webb  
205 Garfield

Mr. & Mrs. J. Wilkins 6/1/89  
213 Garfield

Dianne DeWolfe  
217 Garfield  
Cynthia Carter  
221 Garfield  
A. Schaeffer  
225 Garfield  
229 Garfield

233 Garfield

237 Garfield

Ellen M. Bruner  
241 Garfield  
Edward Bruner  
245 Garfield

Lois Royce 6/1/89  
203 Sutton

Arthur King 6/1/89  
204 Sutton

Bonnie Cusack 6/1/89  
207 Sutton

Robert F. Jacob by proxy  
208 Sutton

K. E. Reynolds 6/1/89  
211 Sutton

Unit Owners

Barb Schuppe by Bonnie Cusack proxy  
212 Sutton

Edward J. Hagerdof 6/1/89  
215 Sutton  
216 Sutton

Walter G. Kennedy 6/1/89  
219 Sutton

Wm. J. ... 6/1/89  
220 Sutton

Wanda Welling 6/1/89  
223 Sutton

Marianne Francis 6/1/89  
224 Sutton

Emil ... 6/1/89  
227 Sutton

228 Sutton

Delores ...  
231 Sutton

John ... 6-1-89  
232 Sutton

Janice Betty 6-1-89  
236 Sutton

202 Park

206 Park

Carolyn J. Hewitt 6/1/89  
210 Park

Sandra S. King 6/2/89  
214 Park

Ann Newkirk 6/3/89  
218 Park

Wanda ... 6-3-89

RRB - 9/577

Unit Owners

Dorin R. Fegan 6/1/89  
201 Garfield  
Robert Webb  
205 Garfield

Mr Mrs J. Wilkerson 6/1/89  
213 Garfield

217 Garfield  
Dianne DeWolfe  
221 Garfield  
Cynthia Carter  
225 Garfield  
A. Scheffer  
229 Garfield

233 Garfield

237 Garfield

241 Garfield  
Gene M. Bruno  
Rexford Bruno  
245 Garfield  
J. Thorge 6/1/89  
203 Sutton  
Dotter Kaiser 6/3/89  
204 Sutton

Bonnie Casack 6/1/89  
207 Sutton

208 Sutton

K. E. Reynolds 6/1/89  
211 Sutton

Unit Owners

Barb Schuppe by Bonnie Casack 6/1/89  
212 Sutton

215 Sutton  
Edward J. Helgenof 4/1/89  
216 Sutton

219 Sutton  
Paul G. Kennedy 6/1/89

220 Sutton  
Marie Louise Baker 6/4/89

223 Sutton  
Viola Wellig 6/1/89

224 Sutton  
Marianne Francis 6/4/89

227 Sutton  
6/1/89

228 Sutton  
Deloy Day Sandi Sandvig 6/1/89  
231 Sutton

232 Sutton  
6-1-89  
6-1-89

236 Sutton  
June Betty 6-1-89

202 Park

206 Park  
Barbara J. Bennett 6/1/89  
210 Park

Sandra S. Ken 6/2/89  
214 Park

218 Park  
6/3/89  
6-3-89

1100 - 3/5/11

Unit Owners

M. Vity - 4/1/89

222 Park

Marianne M. Laphin 6/1/89

226 Park

S. Roberts 6/1/89

230 Park

234 Park

238 Park

Charlotte Morrison

242 Park

Marian J. Bremner 6/1/89

246 Park

This document prepared by and  
after recording mail to:

Steve Ruben  
Hill, Van Santen, Steadman & Simpson, P.C.  
7000 Sears Tower  
Chicago, Illinois 60606  
(312) 876-0200

D977.157

1103 - 001

Unit Owners

*[Signature]*  
222 Park

226 Park  
*[Signature]*

234 ~~230~~ Park  
*[Signature]* 6/29/89

~~234~~ 230 Park  
*[Signature]*

238 Park  
Charlotte Morrison

242 Park

246 Park

This document prepared by and  
after recording mail to:

Steve Ruben  
Hill, Van Santen, Steadman & Simpson, P.C.  
7000 Sears Tower  
Chicago, IL 60606  
312-876-0200

R89 - 97577



SUTTON PLACE

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AND ALSO

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AND ALSO

Vacated streets and alleys, being the 14.0 foot public alley lying West of the adjoining lots 1 to 6, both inclusive, and lying East of and adjoining lots 19 to 24, both inclusive, in Block 1, and the 14.0 foot public alley lying West of and adjoining lots 1 to 6, both inclusive, and lying East of and adjoining lots 19 to 24, both inclusive, in Block 2, also Giddings Avenue, lying between and adjoining Blocks 1 and 2 and lying North of the extension of the South lines of Lot 19 in Block 1 and Lot 6 in Block 2, all in Dana's Subdivision of Block 6 of Fuller Addition, in the Northeast quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois;

R89-97577

Reference being had to the plat thereof recorded as Document Number R-73-32151 dated June 5, 1973,

PERMANENT INDEX NUMBERS: 09-13-215-001 THRU 041 (INCLUSIVE)

ADDRESS: SUTTON PLACE  
SE CORNER 57th & GARFIELD  
HINSDALE, IL 60521.

11/9/8 - 6011

BY-LAWS  
OF  
SUTTON PLACE PROPERTY OWNERS ASSOCIATION

ARTICLE 1

DEFINITIONS

SECTION 1. "Association" shall mean and refer to Sutton Place Property Owners' Association, an Illinois nonprofit corporation, its successors and assigns.

SECTION 2. "Properties" shall mean and refer to that certain real property described in the Declaration.

SECTION 3. "Common Ground" shall mean the real property owned by the Association for the common use and enjoyment of the members of the Association, and shall consist of all the Properties except the Units.

SECTION 4. "Unit" shall mean and refer to a single-family town home dwelling in a building and certain subjacent minimal ground areas contained in the legal descriptions of the unit conveyances.

SECTION 5. "Building" shall mean the four structures containing a total of forty-one (41) single family townhouse dwellings and one private clubhouse; also four detached garage structures.

SECTION 6. "Member" shall mean and refer to every person or entity who holds membership in the Association. "Class A" members shall be all the Owners except the Declarant and "Class B" members shall be the Declarant, each class with such voting and other rights, as set forth in these By-laws.

SECTION 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Properties, including contract sellers but excluding mortgages and other having such interest merely as security for the performance of an obligation.

SECTION 8. "Declarant" shall mean and refer to First Bank of Oak Park, a corporation, not personally but as Trustee under Trust Agreement dated September 1, 1967, and known as Trust No. 8100, and its successors and assigns.

SECTION 9. "Declaration" shall mean and refer to the Declaration for Sutton Place Property Owners Association applicable to the Properties recorded in the office of the Recorder of Deeds, DuPage County, Illinois, as Document R73-\_\_\_\_\_, together with such amendments thereto as may, from time to time, be so recorded.

## ARTICLE 11

### PURPOSES

The purposes of the Association are to acquire and hold title to, maintain, develop and control certain real property and improvements thereon located in DuPage County, Illinois, for the uses and benefit of the Owners of Units within the Properties, and to provide certain services to the Units, as set forth in the Declaration and these By-laws.

## ARTICLE 111

### OFFICES

The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office.

## ARTICLE 1V

### MEMBERS

SECTION 1. QUALIFICATION FOR MEMBERSHIP. Each Owner of a Unit included in the Properties shall automatically become a member of the Association upon acquiring such ownership. Each member, upon acquiring such ownership, agrees, jointly and severally in the case of co-owners, that he will pay when due all assessments levied by the Association that fall due while he owns a Unit. On acquiring such ownership, he shall be entitled to a membership certificate issued to him by the Association, but the failure of the Association to issue him such a certificate shall not affect his rights and obligations as a member of the Association.

SECTION 2. RIGHTS OF MEMBERSHIP. In addition to the voting and other rights described in these By-laws, each member and his family residing with him shall, subject to the provisions of the Declaration, these By-laws and Rules and Regulations established by the Association, have the right to receive the services performed by the Association and to use in common with all other members and their family residing with them, the Common Ground, including the facilities thereon; provided, however, that no member shall have a right of enjoyment in or to the Common Ground while he is not occupying his Unit; and provided further that such right of enjoyment shall, subject to suspension as herein provided, belong to such member member's tenants or contract purchasers who reside in his Unit. The provisions hereof shall in no way affect or diminish such member's obligations as a member of the Association.

SECTION 3. VOTING RIGHTS. The Association shall have two classes of voting membership:

CLASS A. Class A members shall be all Owners except the Declarant. Class A members shall be entitled to one vote for each Unit he owns. If a Unit is owned by more than one person, the co-owners, collectively, shall be entitled to only one vote on each matter submitted to a vote of the members, to be

exercised as they among them determine and designate to the Association. In the absence of such determination and designation of those who may exercise the vote among co-owners of a Unit, the eldest of such Owners shall be deemed the person designated.

CLASS B. Class B members shall be the declarant, First Bank of Oak Park, not personally but as Trustee under Trust Agreement dated September 1, 1967, as Trust No. 8100. The Class B members shall be entitled to three (3) votes for each Unit owned.

SECTION 4. SUSPENSION OF MEMBERSHIP RIGHTS. The Board of Directors by an affirmative vote of two-thirds of all members of the Board may suspend for any period in its discretion all or any membership rights, including voting rights, of any member, if such member fails to pay any assessment of the Association within thirty days after the due date thereof, or for other cause other than nonpayment of assessments shall be voted only after an appropriate hearing before the Board has been granted to the member who is the subject of such vote. No suspension of any membership rights of a member for any cause shall have any effect on such member's obligation to pay accrued and future assessments. Upon written request signed by a member whose rights have been suspended and filed with the Secretary, the Board of Directors may, by an affirmative vote of two-thirds of the members of the Board, reinstate such member's rights upon such terms as the Board may deem appropriate.

SECTION 5. TERMINATION OF MEMBERSHIP. A membership in the Association shall terminate automatically when the member ceases to be an Owner of a Unit. Upon termination of membership all rights of membership shall terminate, but such termination shall have no effect on such member's obligation to pay assessments due and payable on or before the date of termination, nor shall it affect the Association's lien against the Unit owned by such member prior to termination for the payment of such dues and assessments. No assessments paid by a member shall be refunded or refundable.

SECTION 6. TRANSFER OF MEMBERSHIP. Membership in the Association is not transferable or assignable.

## ARTICLE V

### MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. An annual meeting of the members shall be held on the third Tuesday of February in each year, commencing with the year 1974, at the hour of 8:00 o'clock p.m., for the purposes of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as conveniently may be.

SECTION 2. ELECTION OF DIRECTORS BY MAIL. The Board of Directors may provide for an election of directors by mail in lieu of an election at the annual meeting of members. The election by mail shall be in accordance with such procedures as the Board may prescribe, provided (a) that each member entitled to vote is mailed a notice of the election and a ballot, (b) that each member entitled to vote is given at least twenty days after the mailing of such notice and ballot within which to return his marked ballot for counting and (c) that such election is completed within thirty days after the time set for the annual meeting of members.

SECTION 3. SPECIAL MEETING. Special meetings of the members may be called either by the president, the Board of Directors, or by members having not less than one-tenth (1/10) of the number of votes which would be entitled to be cast by the members.

SECTION 4. PLACE OF MEETING. The Board of Directors may designate any place within the County of DuPage, Illinois, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Illinois, provided, however, that if all the members shall meet at any time and place, either within or without the State of Illinois, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

SECTION 5. NOTICE OF MEETINGS. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meeting, not less than five nor more than forty days before the date of such meeting, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or these By-laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States Mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

SECTION 6. INFORMAL ACTION BY MEMBERS. Any action required to be taken at a meeting of the members of the Association, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof.

SECTION 7. QUORUM. The members holding one-third (1/3) of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting, from time to time, without further notice.

SECTION 8. PROXIES. At any meeting of members, a member entitled to vote may vote either in person or by proxy executed in writing by any member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

## ARTICLE VI

### BOARD OF DIRECTORS

SECTION 1. NUMBER, TENURE AND QUALIFICATIONS. The number of directors shall be five. Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified. Directors need not be residents of Illinois or members of the Association.

SECTION 2. REGULAR MEETINGS. A regular annual meeting of the Board of Directors shall be held without other notice than this By-law, immediately after, and at the same place as, the annual meeting of members or at such time and place within thirty days after the annual meeting of members as the Board of Directors may provide by resolution adopted prior to such annual meeting. The Board of Directors may by resolution provide the time and place, either within or without the State of Illinois, for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 3. ELECTION. The original Board consisting of five Directors named in the Articles shall continue in office until the first annual meeting of members. At the first annual meeting the members shall elect one Director for a term of one year. Two Directors for a term of two years and two Directors for a term of three years, and at each annual meeting thereafter the members shall elect Directors to replace the respective vacancies for a term of three years.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the Board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the Board of Directors shall be given at least twenty-four hours previously thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of the Association. If notice is to be given less than two days prior to the meeting, it shall be given personally. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose

of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

SECTION 6. QUOROM. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law or these By-laws.

SECTION 8. VACANCIES. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors, shall be filled by the Board of Directors. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9. COMPENSATION. No director shall receive compensation for any service he may render to the Association as a director.

## ARTICLE VII

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. POWERS. The Board of Directors shall have power to:

(a) adopt and publish Rules and Regulations governing the use and maintenance of the Units and of the Common Ground and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, provided that any such Rules and Regulations affecting the Units shall apply uniformly to all Units;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(d) to make expenditures in accordance with the itemization in the annual budget adopted by the members, as hereinafter provided, and except in emergencies no other expenses shall be incurred or paid by the Board.

SECTION 2. DUTIES. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one-half (1/2) of the Class A members who are entitled to vote;

(b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided herein and in the Declaration, present to the members at the annual meeting of the members, a proposed annual budget, give notice of the amount of the annual budget and any special assessment, and any amount that may be assessed against a particular Owner;

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Ground to be maintained;

(h) cause the frame exteriors of the dwellings to be painted at least every four years;

(i) provide snow removal service for the Common Ground and the driveways in the Units, and landscaping and lawn maintenance for the Common Ground and the front yards of the Units;

(j) maintain and operate the Sutton Place private club and pool and all of its other facilities;

(k) to rent and assign the various garage spaces in the garage structures on the Common Ground to members of the Association.



ARTICLE VIII

OFFICERS

SECTION 1. OFFICERS. The officers of the Association shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of president and secretary.

SECTION 2. ELECTION AND TERM OF OFFICE. The original officers of the Association shall be as follows:

Howard E. Sproat	President
Burton L. Bestler	Vice-President
Gwendolyn S. Messer	Secretary and Treasurer

who shall hold office until the regular meeting of the Board of Directors in 1974.

SECTION 3. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby.

SECTION 4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5. 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. He shall preside at all meetings of the members and of the Board of Directors. He may sign, with the secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-laws or by statute to some other officer or agent of the Association; and in general, shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. VICE PRESIDENT. In the absence of the president or in the event of his inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents, in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 7. TREASURER. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article X of these By-laws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 8. SECRETARY. The secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-laws; keep a register of the post office address of each member which shall be furnished to the secretary by such member; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 9. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the president of the Board of Directors.

## ARTICLE IX

### COMMITTEES

SECTION 1. COMMITTEES OF DIRECTORS. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

SECTION 2. OTHER COMMITTEES. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the president of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

SECTION 3. TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

SECTION 4. CHAIRMAN. One member of each committee shall be appointed chairman.

SECTION 5. VACANCIES. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. QUORUM. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7. RULES. Each committee may adopt rules for its own government not inconsistent with these By-laws or with the Rules and Regulations adopted by the Board of Directors.

## ARTICLE X

### PROPERTY, CONTRACTS, CHECKS, DEPOSITS AND GIFTS

SECTION 1. PROPERTY. Title to all property to be held by the Association shall be in the name of the Association, and membership in the Association shall not give any member any interest in the property of the Association. Any conveyance of property of the Association shall be made in the name of the Association by the president and under the seal of the Association attested by the secretary, or by such other officers of the Association authorized to make such conveyance by the Board of Directors.

SECTION 2. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association that the Board is empowered to enter into or execute and deliver, and such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall, from time to time, be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the Association.

SECTION 4. DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

SECTION 5. GIFTS. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

## ARTICLE XI

### MEMBERSHIP CERTIFICATES

The Board of Directors shall provide for the issuance of membership certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board. Such certificates shall be signed by the president, or a vice president, and the secretary, or an assistant secretary, and shall be sealed with the seal of the Association. A membership certificate shall be issued and delivered to each new member of the Association when he becomes qualified for membership in accordance with Section 1 of Article IV of these By-laws. In addition, a membership certificate shall be issued to the Declarant to evidence its membership in the Association and the Club until such time as it ceases to own any Units. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine. Upon termination of the membership of any member, the membership certificate issued to such member shall be surrendered to the Association, but whether it is surrendered or not it shall be deemed null and void as of the termination of such membership.

Notwithstanding anything herein contained in this Article or elsewhere in these By-laws, the failure of any member to receive or surrender his membership certificate shall in no manner enlarge or diminish his rights and obligations as a member of the Association.

## ARTICLE XII

### BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

## ARTICLE XIII

### FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

## ARTICLE XIV

### ASSESSMENTS

SECTION 1. ANNUAL ASSESSMENTS. The Board of Directors shall prepare and present at the annual meeting of the members a proposed annual budget, setting forth the funds the Board feels are needed annually by the Association to enable it to carry out its purposes, including reserves for contingencies and replacements. The members shall by a majority of the votes cast in person or by proxy at the annual meeting, adopt an annual budget, the amount of which shall be the annual assessment for that year. The annual assessments shall commence as to all Units within the Properties on the first day of the month following the conveyance by the Declaration of the first Unit. The first annual assessment shall be adjusted according to the number of months remaining in the fiscal year and first assessment levied against any Unit which is thereafter added to the Properties at a time other than the beginning of a fiscal year shall be similarly adjusted. Thereafter, annual assessments shall be due and payable annually on the first day of each succeeding fiscal year, or in such periodic installments as the Board of Directors shall determine. The Board of Directors shall determine the amount of the annual assessment against each Unit and shall give written notice thereof to every Owner subject thereto within thirty (30) days after the annual budget has been adopted by the members.

SECTION 2. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above for current expenditures and reserves, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of any capital improvement upon the Common Ground, including the necessary fixtures and personal property related thereto, provided that any such assessment and the date or dates such assessment shall be due and payable shall have the assent of two-thirds (2/3) of the votes cast in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meetings.

SECTION 3. UNIFORMITY OF ASSESSMENTS Both annual and special assessments herein provided for must be levied proportionately upon the Owners of each Unit and may vary according to the size of the Unit assessed. Notwithstanding anything herein to the contrary, any amounts spent by the Association by reason of an Owner's failure to perform his obligations and responsibilities under the Declaration and these By-laws shall be assessed against such Owner and be a lien against his Unit, as more fully set forth in the Declaration.

## ARTICLE XV

### BUILDING AND USE RESTRICTIONS

In addition to the provisions set forth in the Declaration, the use of the Units within the Properties is subject to the following restrictions:

- (a) No domestic or other animals of any kind shall be

kept or maintained within any Unit, except for two dogs or two cats, or one of each, and such other household pets as may be permitted by Rules and Regulations adopted by the Board of Directors from time to time, it being expressly understood that the Association is hereby granted and shall have power to entirely prohibit the keeping of any or all such other household pets.

(b) No trade or business shall be carried on within any Unit and no signs shall be placed upon or about any Unit, except name plates, street addresses and "For Sale" signs as the Association may approve; provided, however, that the foregoing restrictions shall not apply to the promotional activities of the Declarant during the sale and/or rental period of any Units with the Properties.

(c) No laundry, bedding, or other object shall be erected, placed or hung on or from any Unit so as to be visible from the exterior of any other Unit, and no laundry shall be hung in the yard of any Unit.

(d) No member shall do or permit to be done whether in his own Unit or on the Common Ground and streets in the development anything that will disturb or annoy the occupants of any of the dwellings in the development or do or permit to be done anything which will constitute a hazard or endanger or damage the person or property of other members or otherwise interfere with the rights, comfort or convenience of other members Unit or the grounds surrounding same.

(e) A member shall be deemed directly responsible for the activities of his immediate family including children and pets and for the activities of his guests, employees, servants and visitors while on the Properties.

(f) Each member shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. No member shall permit his Unit or any part thereof including the back yard area to fall into a state of disrepair or lack of maintenance or caretaking of grounds creating an unsightly condition or one offensive to the other members.

(g) No vehicle belonging to a member or a member's family, guest, tenant, or employee shall be parked in such manner as to impede passage in the street or to prevent ready access to another member's Garage or driveway. The members and their family, guests, tenants, employees, licensees and agents shall obey any traffic signs erected by or under the direction of the Board in the future for the safety, comfort and convenience of the members.

(h) The speed limit of all vehicles on the Common Ground or roadways shall not exceed 20 miles per hour with due reduction in speed at times when children are present.

(i) Rules and Regulations as established by the Board of Directors in regards to the care, use and maintenance of the Sutton Place Private Club and Pool and all its other facilities.

(j) Such other Rules and Regulations as the Board of Directors shall, from time to time, adopt pursuant to Article VII of these By-laws.

ARTICLE XVI

SEAL

The Board of Directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE XVII

WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the By-laws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVIII

AMENDMENTS TO BY-LAWS

These By-laws may be altered, amended or repealed and new By-laws may be adopted at a regular or special meeting of the members at which a quorum is present, by a vote of a majority of votes cast in person or by proxy, provided that ARTICLE IV cannot be amended without the affirmative vote of a majority of the votes cast for each class of member for which a majority of the votes which may be cast is present in person or by proxy.

----END----

C E R T I F I C A T I O N

The undersigned hereby CERTIFIES that this is a true copy of the BY-LAWS of the SUTTON PLACE PROPERTY OWNERS ASSOCIATION including any and all amendments there-to as of this date.

Total of 14 pages and \_\_\_\_\_ amendments.

Date \_\_\_\_\_

## RESOLUTION

WHEREAS, the **Sutton Place Property Owners Association** ("Association") is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the common areas at the property commonly known as Sutton Place; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Declaration of Covenants and By-Laws; and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to amend Section 1 of Article V of the By-Laws to change the date of the annual meeting of members from February to November; and

WHEREAS, the procedure for amending the By-Laws is that an amendment may be adopted at a regular or special meeting of the members at which a quorum is present, by a vote of a majority of votes cast in person or by proxy; and

WHEREAS, at the annual meeting of members held on February 17, 1998, a majority of the vote of the owners present voted to change Article V, Section 1 of the By-Laws.

NOW, THEREFORE, BE IT RESOLVED:

Pursuant to a majority vote of the owners present at the annual meeting held February 17, 1998, Section 1 of Article V of the By-Laws is hereby amended to read as follows:

"SECTION 1. ANNUAL MEETING. An annual meeting of the members shall be held in November of each year, for the purposes of electing directors and for the transaction of such other business as may come before the meeting. If the election of directors shall not be held in the month designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members called as soon thereafter as may be convenient."

APPROVED THIS 3rd DAY OF November, 1998.

**Sutton Place Property Owners Association**

By: Mary F. Maier  
Its President

ATTEST:

By: Donald H. Hensel  
Its Secretary  
Acting Secretary



**AMENDMENT TO THE  
DECLARATION OF THE  
SUTTON PLACE  
PROPERTY OWNERS  
ASSOCIATION**



**J.P. "RICK" CARNEY**  
DUPAGE COUNTY RECORDER  
MAY 29, 2003 12:49 PM  
OTHER 09-13-215-001  
012 PAGES R2003-200338

For Use By Recorder's Office Only

This document is recorded for the purpose of amending the Declaration for the Sutton Place Property Owners Association, (hereafter the "Association"), which Declaration was recorded on June 5, 1973, as Document Number R73-32153, in the Office of the Recorder of Deeds of DuPage County, Illinois, and covers the property (hereafter the "Property") legally described in Exhibit "A," which is attached hereto and made a part hereof.

This Amendment is adopted pursuant to the provisions of Article IX, Section 3, of the aforesaid Declaration. Article IX, Section 3 provides that the Declaration may be amended by an instrument in writing signed by not less than eighty percent (80%) of the Unit owners. No amendment is effective until recorded.

RECITALS

**WHEREAS**, by the Declaration recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, the Property has been subjected to the covenants contained therein; and

**WHEREAS**, the Board and the Owners desire to amend the Declaration in order to provide for the orderly operation of the Property; and

**This document prepared by and after  
recording to be returned to:**

KERRY T. BARTELL, ESQ.  
ROBERT P. NESBIT  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 - (847) 537-0500

**WHEREAS**, the following Amendment has been approved by no less than eighty percent (80%) of the Unit Owners, as evidenced by the attached ballots and petitions; and

**NOW, THEREFORE**, the Declaration for the Sutton Place Property Owners Association is hereby amended in accordance with the text which follows:

1. Article VIII of the Declaration is amended by adding the following as Section 9 of the Declaration:

(9) Leasing of Units. Notwithstanding any foregoing provisions of this Declaration to the contrary, rental or leasing of Units is prohibited, except as hereinafter provided:

A. Current Owners, as of the effective date of this amendment, may continue to lease their unit until such time as the unit is sold or a transfer of the unit ownership takes place. A copy of all current leases must be on file with the Board of Managers.

B. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his Unit to a specified lessee for a period of not less than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the Unit Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease or extension of a lease. The Board's decision shall be final and binding. Any lease approved by the Board shall be subject to the Declaration, By-Laws and rules and regulations governing the Association.

C. This Section 9 shall not apply to the rental or leasing of units to the immediate family members of the Owner. For purposes of this Section, "immediate family members" shall include the parents and children of an Owner.

D. The Board of Directors of the Association shall have the right to lease any Association owned Units or any Unit of which the Association has possession, pursuant to any court order, and said Units shall not be subject to this Amendment.

E. Any Unit being leased out in violation of this Amendment or any Unit Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.

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

G. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Unit Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.

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

2. This Amendment shall be effective upon recordation in the Office of the Recorder of Deeds of DuPage County, Illinois.

3. Except to the extent expressly set forth hereinabove, the remaining provisions of the Declaration shall continue in effect without change.

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Legal Description:**

Lots 1, 2, 3, 4, 5, 6, Lot 19 (except the North 49 feet thereof), Lots 21, 22, 23, 24 in Block 1; Lots 1, 2, 3, 4, 5, 6, Lots 19, 20, 21, 22, 23, 24 in Block 2, all in Dana's Subdivision in Block 6 in Fuller's Addition in the Northeast quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois;

**AND ALSO**

The North 49 feet of Lot 19 and all of Lot 20 in Block 1 in Dana's Subdivision of Block 6 of Fuller's addition in the Northeast quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois;

**AND ALSO**

Vacated streets and alleys, being the 14.0 foot public alley lying West of the adjoining Lots 1 to 6, both inclusive, and lying East of the adjoining Lots 19 to 24, both inclusive, in Block 1, and the 14.0 foot public alley lying West of the adjoining Lots 1 to 6, both inclusive, and lying East of the adjoining Lots 19 to 24, both inclusive, in Block 2, also Giddings Avenue, lying between and adjoining Blocks 1 and 2 and lying North of the extension of the South lines of Lot 19 in Block 1 and Lot 6 in Block 2, all in Dana's Subdivision of Block 6 of Fuller Addition, in the Northeast quarter of Section 13, Township 38 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois.

Note: All units have 1/4 interest in common area.

<b>BUILDING #1</b>	
<b>ADDRESS / UNIT NUMBER</b>	<b>PIN NUMBERS</b>
6S201 Garfield	09-13-215-001-0000
6S205 Garfield	09-13-215-002-0000
6S209 Garfield	09-13-215-003-0000
6S213 Garfield	09-13-215-004-0000
6S217 Garfield	09-13-215-005-0000

**BUILDING #1—Continued**

<b>ADDRESS / UNIT NUMBER</b>	<b>PIN NUMBERS</b>
6S221 Garfield	09-13-215-006-0000
6S225 Garfield	09-13-215-007-0000
6S229 Garfield	09-13-215-008-0000
6S233 Garfield	09-13-215-009-0000
6S237 Garfield	09-13-215-010-0000
6S241 Garfield	09-13-215-011-0000
6S245 Garfield	09-13-215-012-0000

**BUILDING #2**

<b>ADDRESS / UNIT NUMBER</b>	<b>PIN NUMBERS</b>
6S204 Sutton	09-13-215-013-0000
6S208 Sutton	09-13-215-014-0000
6S212 Sutton	09-13-215-015-0000
6S216 Sutton	09-13-215-016-0000
6S220 Sutton	09-13-215-017-0000
6S224 Sutton	09-13-215-018-0000
6S228 Sutton	09-13-215-019-0000
6S232 Sutton	09-13-215-020-0000
6S236 Sutton	09-13-215-021-0000

**BUILDING #3**

<b>ADDRESS / UNIT NUMBER</b>	<b>PIN NUMBERS</b>
6S203 Sutton	09-13-215-022-0000

**BUILDING #3—Continued**

<b>ADDRESS / UNIT NUMBER</b>	<b>PIN NUMBERS</b>
6S207 Sutton	09-13-215-023-0000
6S211 Sutton	09-13-215-024-0000
6S215 Sutton	09-13-215-025-0000
6S219 Sutton	09-13-215-026-0000
6S223 Sutton	09-13-215-027-0000
6S227 Sutton	09-13-215-028-0000
6S231 Sutton	09-13-215-029-0000

**BUILDING #4**

<b>ADDRESS / UNIT NUMBER</b>	<b>PIN NUMBERS</b>
6S202 Park	09-13-215-030-0000
6S206 Park	09-13-215-031-0000
6S210 Park	09-13-215-032-0000
6S214 Park	09-13-215-033-0000
6S218 Park	09-13-215-034-0000
6S222 Park	09-13-215-035-0000
6S226 Park	09-13-215-036-0000
6S230 Park	09-13-215-037-0000
6S234 Park	09-13-215-038-0000
6S238 Park	09-13-215-039-0000
6S242 Park	09-13-215-040-0000
6S246 Park	09-13-215-041-0000
Clubhouse	09-13-215-043-0000

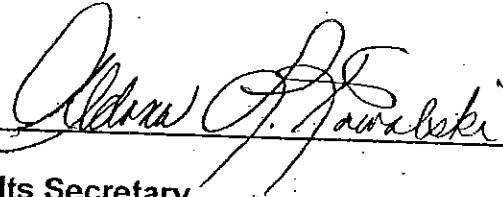
EXHIBIT B

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, ALDONA L. KOWALSKI, do hereby certify that I am the duly elected and qualified Secretary for the Sutton Place Property Owners Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration for the Sutton Place Property Owners Association, was duly approved by no less than eighty percent (80%) of the Unit Owners, in accordance with the provisions of Article IX, Section 3 of the Declaration.

SUTTON PLACE PROPERTY OWNERS ASSOCIATION

By:   
Its Secretary

Dated at HINSDALE, Illinois this  
15 day of APRIL, 2003.

**PETITION TO APPROVE AMENDING THE DECLARATION  
FOR SUTTON PLACE PROPERTY OWNERS ASSOCIATION**

**We, the undersigned, do hereby approve the Amendment to the Declaration  
of the Sutton Place Property Owners Association, specifically regarding the  
leasing of units, as attached hereto.**

<b>Name (Signature)</b>	<b>Address/Unit Number</b>
<u>Linda Lamb</u>	5704 Sutton Place
<u>Jennifer Chaudry</u>	5708 Sutton Place
<u>Barbara S. Schuffe</u>	5712 Sutton Place
<u>Edward Hilgenhof</u>	5716 Sutton Place
<u>Demarc Hancock</u>	5720 Sutton Place
<u>Marianne Francis</u>	5724 Sutton Place
_____	5728 Sutton Place
<u>Nancy Ann Hilings</u>	5732 Sutton Place
_____	5736 Sutton Place



**PETITION TO APPROVE AMENDING THE DECLARATION  
FOR SUTTON PLACE PROPERTY OWNERS ASSOCIATION**

**We, the undersigned, do hereby approve the Amendment to the Declaration  
of the Sutton Place Property Owners Association, specifically regarding the  
leasing of units, as attached hereto.**

<b>Name (Signature)</b>	<b>Address/Unit Number</b>
<u>Jean M Brown</u>	5703 Sutton Place
<u>_____</u>	5707 Sutton Place
<u>_____</u>	5711 Sutton Place
<u>Am</u>	5715 Sutton Place
<u>_____</u>	5719 Sutton Place
<u>Mary F. Mairs</u>	5723 Sutton Place
<u>Dan Ireland</u>	5727 Sutton Place
<u>Criston Reed</u>	5731 Sutton Place
<u>Marty Conroy</u>	5735 Sutton Place

**PETITION TO APPROVE AMENDING THE DECLARATION  
FOR SUTTON PLACE PROPERTY OWNERS ASSOCIATION**

We, the undersigned, do hereby approve the Amendment to the Declaration of the Sutton Place Property Owners Association, specifically regarding the leasing of units, as attached hereto.

<b>Name (Signature)</b>	<b>Address/Unit Number</b>
<u>William S. Howell</u>	5702 Park
<u>Aldan J. Kwaleki</u>	5706 Park
<u>Carolyn J. Hewitt</u>	5710 Park
<u>Sandra S. Lane</u>	5714 Park
<u>P. J. York</u>	5718 Park
<u>M. Schneider</u>	5722 Park
<u>M. Langman</u>	5726 Park
<u>Sarah G. Robertson</u>	5730 Park
<u>Josephine H. Volicki</u>	5734 Park
<u>Ch. L. Landa</u>	5738 Park
<u>Flora B. Stout</u>	5742 Park
<u>Marian Brenner</u>	5746 Park

**SUTTON PLACE PROPERTY OWNERS ASSOCIATION**

**BALLOT**

Regarding the proposed Amendment to the Declaration for the Sutton Place Property Owners Association, specifically regarding the leasing of units:



I AGREE THE AMENDMENT SHOULD BE PASSED.



I DO NOT AGREE THE AMENDMENT SHOULD BE PASSED.

OWNER(S):

Keith & Susan Callahan

Property Address:

5707 Sutton Place

Alsmdale, IL 60521