

Please Do Not Remove This from The Condo



2025R-006871
FILED FOR RECORD IN
MACON COUNTY, ILLINOIS
MARY A. EATON, RECORDER
DATE RECORDED: 06/26/2025 01:04 PM
RHSP: 18.00
REC FEE: 54.00
PAGES: 39

***Declaration
By-Laws
Rules and Regulations***

These Documents are to remain with the property and be passed on to the new owners.

Amended and Approved June 10, 2025

Please Do Not Remove This from The Condo

1 **Exhibit A**

2 **Amended DECLARATION OF**

3 **ARBOR MEADOWS RETIREMENT CODOMINIUMS**

4 This Declaration amends the Declaration made on June 23, 2023. The amended
5 Declaration is made by Arbor Meadows Retirement Condominiums, a not-for-profit Illinois
6 Corporation herein referred to as the Association. The property or parcel referred to herein
7 is the real estate in Decatur, Macon County, Illinois, which is legally described in the
8 original Declaration of the 24th of October 1996 (where it is identified as Exhibit A). The
9 amended Declaration follows:

10 The Owners and Mortgagees acquiring any interest in the Property shall, at all times, enjoy
11 the benefit of, and shall hold their interests subject to the rights, easements, privileges and
12 restrictions herein set forth, all of which are declared to be in furtherance of a plan to
13 promote and protect the cooperative aspect of such property and are established for the
14 purpose of enhancing and perfecting the value, desirability and attractiveness therein.

15 NOW THEREFORE the Association as the recorded Owner of the above described parcel
16 hereby declares as follows:

17 **DEFINITIONS** for words used in this Declaration.

- 18 (a) **ACT** means the current **Condominium Property Act** of the State of Illinois.
19 (b) **Association** means the incorporated association of all the Unit Owners acting
20 pursuant to the By-laws attached as Exhibit D through its duly elected Board.
21 (c) **Board** means the Board of Directors of the incorporate association, which also acts
22 as the Board of Managers.
23 (d) **Buildings** means all structures attached or unattached containing one or more units.
24 (e) **By-laws** means the By-laws of the Association.
25 (f) **Common Elements** means all the property, except the units, and shall include but
26 not be limited to the land, foundations, roofs, pipes, ducts, electrical wiring and
27 conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a
28 Unit and serving only said Unit), public utility lines, sewer lines, floors, ceilings, and
29 perimeter walls of Units (other than such portions thereof included within Unit
30 boundaries as shown on the Plat), structural components of the buildings, driveways,
31 roadways, landscaping and all other portions of the parcel except the individual Units.
32 Structural components located within the boundaries of a Unit shall be part of the
33 Common Elements, except such components as are hereinafter specified to be
34 maintained, repaired or replaced by the Unit Owner.
35 (g) **Common Expenses** means the proposed or actual expenses affecting the property,
36 including reserves, if any, lawfully assessed by the Board.
37 (h) **Condominium Instruments** means all documents and authorized amendments
38 thereto recorded pursuant to the provisions of the ACT, including the Declaration, By-
39 Laws, Rules and Regulations and Plat.
40 (i) **Declaration** means this instrument by which the property is submitted to the
41 provisions of the ACT, and such Declarations as from time to time amended.
42

- (j) **Limited Common Element** means those portions of the Common Elements contiguous to or serving exclusively a Unit or adjoining Units as an inseparable appurtenance thereto, as described in Exhibit B, and those portions of the parcel not covered by the building as showing on the Plat and pipes and equipment for hot water, air conditioning, heating and other pipes or wires reserved for exclusive service of the Unit. The Board, as herein defined, may from time to time designate other portions of the Common Elements as Limited Common Elements.
- (k) **Maintenance Fund** means all money collected or received by the Association pursuant to the provisions of the Condominium Instruments.
- (l) **Majority or Majority of Unit Owners** means the Owners of more than 50 percent (43 Units) of the aggregate in interest of the undivided ownership of the Common Elements.
- (m) **Occupant** means a person or persons being Owner/Owners (55 years or older) in possession of a Unit.
- (n) **Parcel** means a tract of real estate.
- (o) **Person** means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (p) **Plat** means a plat or plats or survey of the parcel of Units in the property submitted to the provisions of the ACT, which shall consist of three-dimensional, horizontal, and vertical delineation of such Units and such other data as may be required by the ACT.
- (q) **Property** means all land, property and space comprising the parcel and all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and fixtures, equipment and furnishings intended for the mutual use, benefit or enjoyment of Unit Owners.
- (r) **Record** means to record in the Office of the Recorder of Macon County, Illinois.
- (s) **Reserves** means those sums paid by Unit Owners that are separately maintained by the Board for the purposes specified by the Board or Condominium Instruments.
- (t) **Unit** means a part of the property, including one or more rooms designated or intended for independent use as a one-family dwelling (2 family members) as set forth on the Plat attached thereto as Exhibit B which was recorded simultaneously with the recording of the original Declaration. 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 running through 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.
- (u) **Unit Owner** means the person or, whose estates of interest individually or collectively, aggregate fee simple absolute ownership of a Unit.
- (v) **Voting** on any or all issues coming before the residents of Arbor Meadows Condominiums requires a quorum of 20% of the residents (17) in attendance including absentee and proxy votes. Motion passes with a majority vote. Board issues are the same with 2/3 of the Board members needed for a quorum and the motion passes with a majority.

87 **1. Unit Identification**

88 Each Unit is identified on the Plat by a distinguishing number, the number, the legal
89 description of each Unit shall refer to such identifying number.

90 **2. Use and Ownership of Common Elements**

- 91
- 92 (a) The use of the Common Elements and rights of Unit Owners with respect thereto
93 shall be subject to and governed by the ACT, the Condominium Instruments, and the
94 Rules and Regulations of the Board. All income derived by the Association from
95 concessions, or other sources shall be held and used for the benefit of the members
96 of the Association, pursuant to the Condominium Instruments and the Rules and
97 Regulations of the Association.
- 98 (b) Each Unit Owner shall own an undivided interest in the Common Elements, in the
99 percentage set forth in Exhibit C attached, as a tenant in common with all other Unit
100 Owners. Such a percentage is based on declarant's initial determination of square
101 feet in a unit as a percent of total square feet of all units. Except for (1) portions of the
102 Common Elements that were assigned to the Unit Owners pursuant to the provision
103 of the Condominium Instruments and (2) the Limited Common Elements, each Unit
104 Owner, their agents, family members, and invitees shall have the right to use the
105 Common Elements for all purposes incident to the use and occupancy of their unit as
106 a place of residence and such other incidental uses permitted by the Condominium
107 Instruments. Each Unit Owner shall have the right to exclusive use and possession
108 of the Limited Common Elements contiguous to and serving only their Unit and the
109 Limited Common Elements access to which is available only through their Unit.
110 Limited Common Elements may not be transferred between or among Unit Owners.

111 **3. Restrictions on Ownership, Alienation and Occupancy of Units**

- 112 (a) Alienation Restrictions Sale of a Unit is not restricted regarding race, religion, creed
113 or ethnic origin.
- 114 (b) Occupancy Restrictions apply to all Units regardless of ownership. A Unit may be
115 permanently occupied by an unmarried individual or two individuals who are each at
116 least fifty-five (55) years old, or by a married couple, if one of the occupants is at least
117 fifty-five (55) years old. If a Unit is initially occupied by a married couple of which one
118 spouse is over fifty-five(55) and the other spouse is under fifty-five (55) years old, and
119 the spouse who is over fifty-five (55) years old dies, the spouse who is under fifty-five
120 (55) years old may continue to occupy the Unit unless and until the surviving spouse
121 marries or cohabits with another individual who is less than fifty-five (55) years old.
122 In all circumstances, Arbor Meadows will follow the ACT of the State of Illinois regarding
123 ownership.
124 Guests of Unit Owners can visit Unit Owners and occupy a Unit for periods not to
125 exceed fifteen (15) days. A longer stay for unusual circumstances must be sanctioned
126 by the Board.
- 127 (c) No Unit may be rented or leased. All units must be owner occupied. Unit owners
128 must be listed on the deed, registered in Macon County Recorder's office and not be
129 reassigned by anyone not recorded in the Macon County Recorders' Office.
130

4. Administration and Operation of the Property

The governing and managing body of the Unit Owners for the administration and operation of the property, as provided in the ACT and in this Declaration and in the By-laws, shall be the Board of Directors (herein after called the Board), composed of five (5) to seven (7) Unit Owners elected in a manner provided by the By-laws. The By-laws for the governing body shall be the By-laws attached as Exhibit D.

The duties and the powers of the Board shall be those set forth in the By-laws and this Declaration. The ACT shall control in the event of any inconsistency between the ACT, the Declaration and the By-laws.

All funds collected by the Board shall be held and expended for the purposes designated in the Declaration and By-laws and shall be deemed to be held for the benefit, use and accounting of Unit Owners. In accordance with the ACT, the Board shall have the right to change the monthly maintenance fees as required and to make special assessments.

5. Indemnity

The members of the Board shall not be liable to the Unit Owners for any mistake in judgment for acts or omissions made in good faith on behalf of the Association unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. Each agreement made by the Board on behalf of the Unit Owners of the Association shall be executed by Board members, as agents for the Unit Owners for the Association.

6. Board's Determination Binding

In the event of any dispute of disagreement between the Unit Owners relating to the property, or any question of interpretation or application of the provisions of the Declaration or By-laws, the determination thereof by the Board shall be final and binding on the Unit Owners.

7. Common Expenses

Each Unit Owner shall pay their share of expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the ACT, Declaration and By-laws or otherwise lawfully agreed upon. A Unit Owner's percentage share of said common expenses shall be equal to their percentage of ownership of the Common Elements. Payment thereof shall be in such amounts and at such times as determined and the manner provided by the Board. If any Unit Owner fails or refuses to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the property as provided by the ACT.

8. Separate Mortgages

Each Unit Owner shall have the right to make a separate mortgage or encumbrance on his respective Unit. No Unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the parcel or any part thereof, except to the extent of his Unit.

171 **9. Separate Real Estate Taxes**

172 It is understood that real estate taxes are to be separately taxed to each Unit owner for
173 that Unit.

174 **10. Insurance**

- 175 (a) The Board shall have the authority to and shall obtain insurance for the Common
176 Property against loss or damage by fire and such other hazards as the Board may
177 deem desirable, for the full insurance replacement cost of the Common Elements and
178 the Units. Premiums for such insurance shall be Common Expenses. All inside unit
179 insurance claims must be submitted to the Board for resolution.

180 Such insurance coverage shall be written in the name of Arbor Meadows Retirement
181 Condominiums. Losses under such policies shall be adjusted by and the proceeds of
182 such insurance shall be payable to the Board as trustees for each of the Unit Owners.

183 The Board may engage the service of any bank or trust company authorized to do
184 trust business in Illinois to act as trustee, agent or depository on behalf of the Board
185 for the purpose of receiving and disbursing the insurance proceeds resulting from any
186 loss, upon such terms as the Board shall determine consistent with the provisions of
187 the ACT and this Declaration. The fees of such corporate trustee shall be Common
188 Expenses. In the event of any loss in the excess of \$50,000 in the aggregate, the
189 Board shall engage a corporate trustee as aforesaid, or in the event of any loss
190 resulting in the destruction of the major portion of one or more Units, the Board shall
191 engage a corporate trustee as aforesaid upon the written demand of the mortgagee
192 or owner of any Unit so destroyed.

193 The proceeds of such insurance shall be applied by the Board or by the corporate
194 trustee on behalf of the Board for the reconstruction of the building, or shall be
195 otherwise disposed of, in accordance with the provisions of this Declaration and the
196 ACT; and the rights of the mortgagee of any Unit under any standard mortgage
197 clause endorsement to such policies shall, notwithstanding anything to the contrary
198 there contained, at all times be subject to the provisions in the ACT with respect to
199 the application of insurance proceeds to reconstruction of the building.

200 Payment by the insurance company to the Board or to such corporate trustee of the
201 proceeds of any policy, and the receipt of release from the Board of the company's
202 liability under such policy, shall constitute full discharge of such insurance company,
203 and such company shall be under no obligation to inquire into the terms of any trust
204 under which proceeds may be held pursuant hereto, or to take notice of any standard
205 mortgage clause endorsement inconsistent with the provisions hereof, or see to the
206 application of any payments of the proceeds of any policy by the Board or the
207 corporate trustee.

- 208 (b) The Board shall also have authority to and shall obtain comprehensive public liability,
209 including liability for injuries to and death of persons, and property damage, in such
210 limits as it shall deem desirable, and workmen's compensation insurance and other
211 liability insurance as it may deem desirable, insuring each Unit Owner and members
212 of the Board, from liability in connection with the Common Elements and the streets
213 and sidewalks adjoining the property and insuring the members of the Board from

liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums of such insurance shall be Common Expenses.

- (c) Each Unit Owner shall be responsible for his own insurance on the contents of their own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance of all the Unit Owners obtained as part of the Common Expenses as above provided. The Unit Owner is responsible for all claims resulting from incidents inside their Unit. Evidence of homeowner's insurance coverage must be provided by each Unit Owner, once a year, to the Board either mailed to 4700 Arbor Court, Decatur, Illinois, or hand delivered to the Board Secretary.

The Association shall not be responsible for obtaining insurance on any additions, alteration or improvements made by any Unit Owner. Residents must have a unit owner's policy which covers property, improvements, and exterior and interior building items.

- (d) Each Unit Owner and the Board hereby wave and release any and all claims which they may have against any Unit Owner, members of the Board, the trustee and the beneficiaries of the trustee and their respective employees and agents, for damage to the Common Elements, the Units, or to personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

11. Maintenance, Repairs and Replacements

Each Unit Owner shall furnish and be responsible for, at their own expense, all of the maintenance, repairs, and replacements within their own Unit and within their Limited Common Elements. Maintenance, repairs, or replacements of the Common Elements (other than the Limited Common Elements) shall be furnished by the Board as part of the Common Expenses. At the discretion of the Board it may direct a Unit Owner in the name of and the account of such Unit Owner to arrange for the maintenance, repair, and replacement of Limited Common Elements, to pay the cost thereof and to produce and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the property from all mechanics' or material men's lien claims that may arise therefore.

The Board may cause to be discharged any mechanic's lien or other encumbrance which in the opinion of the Board, may constitute a lien against the property or Common Elements, rather than against a particular Unit and its corresponding percentage of ownership in the Common Elements. When less than all the Unit Owners are responsible for the existence of such lien, the Unit Owners responsibility shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any Unit or its Limited Common Elements is necessary to protect the Common Elements or any portion of the building, the Board may cause a written notice of the necessity for

such maintenance or repair to be served upon the Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such Unit, or by mailing the same by certified or registered mail addressed to the Unit Owner. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board) the Board may cause such maintenance and repair to be performed at the expense of the Unit Owner.

If, due to act or neglect of a Unit Owner or a member of their family or household pet or of a guest or other authorized occupant or visitor of such Unit, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would not otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance repairs and replacements as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Paragraph 11. All expenses which, pursuant to this Paragraph 11, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board. No portion of the exterior of the building shall be painted, sided, reroofed, reguttered or structurally modified until the plans for such work have been approved by the Board as to harmony of exterior color and design with other portions of the building.

12. Alterations, Additions or Improvements

(a) Residents

Any Unit Owner may make alterations, additions or improvements **within** their Unit without the prior approval of the Board, but in the event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or property as a result of such alterations, additions, or improvements.

Patio covers and pergolas are the **ONLY** outside additions allowed and then only over the individual Unit's rear patio. Any such addition shall be approved by the Board and then by the HOA. No additions are allowed in the front or side of any Unit. Such structure shall meet the following requirements: 1) Any patio cover that is physically attached to the building's structure (walls, roof overhang...etc) shall have outer column footings that extend below the frost line. 2) Such structures that are placed and attached to the Unit patio slab, can only have its roof extend under the building's structure roofline, but shall **not** be attached to the building's structure (roof, wall). 3) All additions shall be white in color. 4) All additions shall meet the current minimum building code of the City of Decatur. 5) Any building's elements (siding, flashing, guttering, soffit) removed during construction shall be replaced in whole or repaired in such manner to replicate the surrounding elements. (Pursuant to Paragraphs 11, 16i and 16m of this document)

A building permit, issued by the City of Decatur, shall be required for any additions that are **physically** attached to a Unit's roof or walls. A copy of the building permit shall be submitted to the Association Board Secretary for record. Upon completion of the building addition, a copy of a Certificate of Occupancy or equivalent, issued by the City of Decatur shall be submitted to the Association Board Secretary for record.

Any addition will be immediately and fully insured by the resident with "Proof of Insurance" presented to the Board Insurance Director.

The Association takes **NO** responsibility for any outside additions at present or in the resale of the Unit. All unit owners may, with Board approval, repair outside additions but not replace the addition. If the addition is beyond repair, it must be removed at owner expense and cannot be replaced.

(b) Board alterations, additions, etc. for the purpose of landscaping

Nothing shall be altered or constructed in or removed from the Common Elements, except on the written consent of the Board. The Board may authorize and charge as Common Elements (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and improvements of, and additions to, the Common Elements. If the cost of any improvement, alteration or addition exceeds \$5,000, the Board must present the request to the Unit Owners at a regular meeting of the Association requiring quorum and approval of the 20% of the members in attendance.

13. Decorating

Each Unit Owner shall furnish and be responsible for, at their own expense, all decorating within their own Unit.

14. Encroachment and Easement

(a) In the event by reason if the construction, reconstruction, settlement or shifting of any building, or design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachments are hereby established and shall exist for the benefit of such Unit or 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 the owner of any unit or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

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

(c) All easements and rights described herein are assessments appurtenant, running with the land and shall inure to the benefit of and be binding on the undersigned, its successors, assigns, and any owner, purchaser, mortgagee and other person having interest in said land, or any part or portion thereof.

(d) Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though

such easements and rights were recited fully and set forth in their entirety in such documents.

15. Pipes, etc.

All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets) and structural components located in or running through a Unit and serving more than one Unit or another Unit serving or extending into the Common Elements or any part thereof, shall be deemed part of the Common Elements, but shall not be deemed to be Limited Common Elements. No Unit Owner may take any action that would interfere with the ability of the Association to repair, replace or maintain said Common Elements as provided herein.

16. Use Restrictions

Use of the Units and Common Elements shall be restricted as follows:

- (a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit or any two adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes.
- (b) The Common Elements shall be used only for access to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors and for such purposes which are incidental to the residential use of the respective Units.
- (c) No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. No advertising signs, (except a real estate "For Sale" or an "Open House" sign) or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board.
- (d) There shall be no obstruction of the Common Elements, by fence or any other means, nor shall anything be stored in the Common Elements without the prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain his own Unit and the Limited Common Elements appurtenant thereto in good, clean order and repair. The use and the covering of the interior surfaces of windows, whether by draperies, shades, or other items visible on the exterior of the building, shall be subject to the Rules and Regulations of the Association.
- (e) Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the property, or contents thereof applicable for residential use, without the consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of any insurance maintained by the Association, or that would be in violation of any law. No waste shall be placed in the Common Elements.
- (f) Unit Owners shall not cause or permit anything to be hung or displayed on any exterior surface of the building. No sign, patio cover, shutters, radio, television or telephone antenna shall be affixed to or placed on any part of the Common Elements without the prior consent of the Board.

- (g) No animals, livestock, fowl or poultry of any kind may be raised or bred in any Unit or in the Common Elements. All household pets are subject to the Rules and Regulations adopted by the Association. Any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice from the Board. Pets may not weigh more than thirty (30) pounds. No Unit may have more than two (2) pets.
- Service animals must be registered with the Secretary of the Association; there must be a statement from a physician that there is a medical necessity for the service animal and there must be proof that the service animal is properly trained. The American with Disabilities Act defines a service animal as; "Any animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability including physical, sensory, psychiatric, intellectual, or other mental disability."
- (h) No noxious or offensive activity shall be carried out in any Unit or the Common Elements, nor shall anything be done therein, either willfully or negligently, that may be or become an annoyance or nuisance to the other Unit Owners or occupants.
- (i) Nothing shall be done in any Unit, or in, or on, or to the Common Elements that would impair the structural integrity, safety, or soundness of the building or that would change the building. All building repair and replacement materials shall be identical to the existing units. No exceptions without the written permission from the HOA Board.
- (j) No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
- (k) No benches, chairs, or other personal property shall be left on property. No parking of bicycles or vehicles be permitted on any part of the Common Elements without prior consent of the Board. Unit owners shall respect the right for their neighbors to have a quiet street and neighborhood.
- (l) Each Unit Owner and the Association hereby waive and release any and all claims they or it may have against any other Unit Owner, the Association, and members of the Board for damage to the Common Elements caused by fire or other casualty or any act or omission to the extent that such damage is covered by fire or other forms of hazard insurance.
- (m) If an act or omission of a Unit Owner, or a member of their family, a household pet, guest of such Unit Owner, shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance repairs, or replacements, shall be required as what would otherwise be at Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.
- (n) No Unit Owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories, or equipment in such a manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the heating or plumbing system without the prior consent of the Board.

- (o) This paragraph shall not be construed to prevent or prohibit a Unit Owner from maintaining their personal professional library, keeping their personal business or professional records or accounts, handling their personal business or professional telephone calls, or conferring with business associates, clients, or customers in their Unit.

17. Association

- (a) Each Unit Owner shall be a member of such Association, which membership shall terminate upon the sale or other disposition by such member of their Unit, at which time the new Unit Owner shall automatically become a member therein.
- (b) The provisions of Exhibit D of the Declaration shall be adopted as the By-laws of such Association.
- (c) The name of such Association shall be Arbor Meadows Retirement Condominiums.

18. Parking

Each Unit shall have a garage to be used by the Unit Owner for parking and storage. In addition, a Unit Owner may park one additional automobile or similar vehicle in the driveway of the Unit. No unit owner may park an automobile or similar vehicle in the street for more than twenty-four (24) hours. No recreational vehicle, camper, trailer, mobile home, boat or other non-automobile type vehicle may be parked in the driveway of a Unit or in the street for more than twenty-four (24) consecutive hours. Moving a vehicle from one location to another shall not defeat the above parking prohibitions. As with all provisions of the Declaration, a determination of the Board that there has been a violation of this provision shall be binding.

19. Remedies

In the event of any default by any Unit Owner under the provisions of the ACT, Declaration, By-laws, or Rules and Regulations, the Board or its agent shall have each and all of the rights and remedies which may be provided for in the ACT, Declaration, By-laws, or said Rules and Regulations or which may be available at law or in equity and may prosecute any action or other proceedings against any Unit Owner and/or other for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest if such Unit Owner, or for damages or injunction or specific performance, or for judgments for payment of money and collection hereof, or the right to take possession of the Unit and sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight (8%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deeded part of their respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of their respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of their additions and improvements thereto and upon all their personal property in their Unit or located elsewhere on the parcel. In the event of any such default by any Unit Owner, the Board shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assigned against such defaulting Unit Owner. Any and all such rights and remedies

may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition adopted by the Board or the breach of any covenant or provision here contained, shall give the Board the right in addition to any other rights provided for in this Declaration: (a) to enter upon the Unit, or any portion of the property which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by the law.

If any Unit Owner (either by their own conduct or by the conduct of any other occupant of Unit) shall violate any of the covenant or restrictions or provisions of this Declaration or the Regulations adopted by the Board, and such violation shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control their Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against said defaulting Owner or occupant or (subject to prior consent in writing of any mortgagee having a security interest in the Unit ownership if said defaulting Owner, which consent shall not be unreasonably withheld) in the alternative, for a decree declaring the termination of said defaulting owner's right to occupy, use or control the Unit owned by them on account of said violation, and ordering that all the right, title, and interest of said defaulting Owner in the parcel shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting owner from reacquiring their interest in such judicial sale. The proceeds of any judicial sale shall first be paid to discharge court cost, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale. And such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessment hereunder or any liens shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereof be entitled to a Deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of such sale, and the decree shall so provide, that the purchaser shall take the interest in Unit Ownership sold subject to the Declaration.

In the event of any default by any Unit Owner under the provisions of the ACT, the Declaration, By-laws, or Rules and Regulations contained in the Declaration and By-laws, and those adopted by the majority of the Unit Owners present at the regular annual Meeting or a special meeting, the Board or its agents shall have the authority and

obligation to provide 30 days written notice to the Unit Owner that it is not in compliance with the established policies.

If the Unit Owner has not corrected, or caused to be corrected, the noncompliance the Board will give the Unit Owner a ten (10) day written notice. The notice will state the continued violation or violations, when penalty will begin, and the dollar amount of the penalty payment for each violation and the total.

If the Unit Owner has not caused the violation to be remedied after that ten (10) day period, then a fine of twenty-five (25) dollars per day, for each violation, will commence. If the Unit Owner continues to be in default of the established rule and does not make the penalty payment, the Board at its sole discretion may cause a lien to be recorded against the property. The penalties will continue on an indefinite basis until the default has been remedied.

The Board shall give any first mortgage notice of any default by the Unit Owner whose Unit is encumbered by the mortgage or trust deed owner or held by such first mortgagee in the performance of such Unit Owner duties hereunder which are not cured within thirty (30) days after the date the Unit Owner is notified by the Board to cure such default.

20. Amendment

The provisions of this Declaration may be changed, modified or rescinded upon a quorum vote of 20% (17) of Unit Owners. The changes shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Macon County, Illinois: provided, however, that no provision in the Declaration may be changed, modified, or rescinded to conflict with provisions of the Illinois Condominium Property ACT.

21. Notice

Notices provided for the ACT, Declaration or By-laws shall be in writing and shall be addressed to the Board or to any Unit Owner at Decatur, Illinois (indicating there on the number of the respective Unit and the street address if addressed to a Unit Owner). The Board may designate a different address for notices to it by giving written notice of such a change of address to all Unit Owners. Any Unit Owner may also designate a different address or addresses for notices to them by giving written notice of change of address to the Board. Notices as addressed above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt.

Upon written request to the Board, the holder of any recorded mortgage encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage.

22. Severability

If any provision of the Declaration or By-laws or any other section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the Declaration and By-laws and of the application of any such provisions, section, sentence, clause, phrase or word in any other circumstance shall not be affected.

554 **23. Rights and Obligations**

555 Each grantee of the Declarant by the acceptance of a deed or conveyance, and each
556 purchaser under any contract for such deed of conveyance, accepts the same subject to
557 all restrictions, conditions, covenants, reservations, liens and charges, and jurisdiction,
558 rights and powers created or reserved by this Declaration and all rights, benefits and
559 privileges of every character hereby granted, created, reserved or declared, and all
560 impositions and obligations hereby imposed shall be deemed and taken to be covenants
561 running with the land, and shall bind any person having at any time any interest or estate
562 in said land, and shall inure to the benefit of such person in like manner as though the
563 provisions of this Declaration were recited and stipulated at length in each and every deed
564 of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or
565 other evidence of obligation, to the rights described in this paragraph or described in any
566 other part of this Declaration or By-laws shall be sufficient to create and reserve such
567 easements and rights to the respective grantees and mortgages of such Unit Ownerships
568 as fully and completely as though such rights were recited fully and set forth in their
569 entirety in such documents.

570 **24. General Provisions**

- 571 (a) No covenants, restrictions, conditions, obligations or provisions contained in this
572 Declaration shall be deemed to have been abrogated or waived by reason of any
573 failure to enforce the same, irrespective of the number of violations or breaches which
574 may occur.
- 575 (b) The provisions of this Declaration shall be liberally construed to effectuate its purpose
576 of creating a uniform plan for the operation of a condominium.
- 577 (c) In the event title to any Unit Ownership is conveyed to a title holding trust, under
578 terms of which all powers of management, operation and control of the Unit
579 Ownership remain vested in the trust beneficiary or beneficiaries, then the
580 beneficiaries there under from time-to-time shall be responsible for payment of all
581 obligations, liens, or indebtedness, and for the performance of all agreements,
582 covenants and undertakings chargeable or created under this Declaration against
583 such Unit Ownership. No claim shall be made against any such title holding trustee
584 personally for payment of any obligation hereunder created and the trustee shall not
585 be obligated to sequester funds or trust property to apply in whole or impart against
586 such lien or obligation. The amount of such lien or obligation shall continue to be a
587 charge or lien upon Unit Ownership and the beneficiaries of such trust
588 notwithstanding any transfers of the beneficial interest of any such trust or any
589 transfers or title to such Unit Ownership.

Exhibit B

Arbor Meadows Street Map

4840
4842

4850
4852
4854
4856

4853
4855

4803	4801
------	------

4787
4785
4783
4781

4788
4786
4784
4782

4862
4864
4866
4868

4863
4865
4867
4869

4777
4775
4773
4771

4776
4774
4772
4770

4870
4872
4874
4876

4871
4873
4875
4877

4700
Club House

4769
4767
4765
4763

4768
4766
4764
4762

4882
4884
4886
4888

4863
4885
4887
4889

4721	4723	4725	4727
------	------	------	------

4757
4755
4753
4751

4756
4754
4752
4750

Guard
House

4702
4704
4706
4708

4710
4712
4714
4716

4722	4724
------	------

4730

4736

4748
4742

72 Quads
2 Small Duplex
10 Large Duplex
84 Total Units

EXHIBIT C

Unit Owner, Ownership Percentage of Common Elements

Unit Number	Percent Ownership of the Common Elements
Duplex, Double Car Garage 4724, 4730, 4736, 4742, 4748 4801, 4803, 4842, 4853, 4855	1.492%
Duplex, Single Car Garage 4722 and 4840	1.320%
Quad Units 4702, 4704, 4706, 4708, 4710 4712, 4714, 4716, 1421, 4723 4725, 4727, 4750, 4751, 4752 4753, 4754, 4755, 4756, 4757 4762, 4763, 4764, 4765, 4766, 4767, 4768, 4769, 4770, 4771, 4772, 4773, 4774, 4775, 4776. 4777, 4781, 4782, 4783, 4784, 4785, 4786, 4787, 4788, 4850, 4852, 4854, 4856, 4862, 4863, 4864, 4865, 4866, 4867, 4868, 4969, 4870, 4871, 4872, 4873, 4874, 4875, 4876, 4877, 4882, 4883, 4884, 4885, 4886, 4887, 4888, 4889	1.145%