IN THE CIRCUIT COURT OF THE THIRD JUDICIAL CIRCUIT
MADISON COUNTY, ILLINOIS

James Carroll,
1061 Lafayette Ct., Unit E
Collinsville, IL 62234,
Plaintiff, Pro Se,

v.

Archview Condominium Association,
Board of Directors,
1900 Ramada Blvd.
Collinsville, IL 62234,
Defendant.
Tammy Hickey - RA
Gwinetta Love – President

) Case No. _____

COMPLAINT FOR DECLARATORY JUDGMENT

NOW COMES the Plaintiff, James Carroll, appearing pro se, and for his Complaint for Declaratory Judgment against the Defendant, Archview Condominium Association Board of Directors ("Defendant" or "the Board"), states as follows:

I. PARTIES AND JURISDICTION

1. Plaintiff, James Carroll, is the owner of Unit E, 1061 Lafayette Ct., Collinsville, Illinois, within Archview Condominiums.
2. Defendant, Archview Condominium Association Board of Directors, is the governing body of the condominium association, with offices located in Collinsville, Illinois.
3. Jurisdiction and venue are proper in this Court under 735 ILCS 5/2-701 because an actual controversy exists concerning the interpretation of the Archview Condominium Declaration and Bylaws, and whether a basement pipe is a common element or a unit owner responsibility.

II. FACTS

4. On August 20, 2025, the Association's property manager, Natalie Stinson, emailed Plaintiff regarding a leak in the garage, suggesting it may be coming from Plaintiff's unit. (See Exhibit A).
5. Plaintiff inspected the garage and determined the leak originated from a pipe in the basement/garage area of the building, outside the boundaries of Plaintiff's unit.
6. On August 29, 2025, the property manager emailed Plaintiff again, asking whether he had arranged an inspection of the pipe. (See Exhibit A).
7. On September 2, 2025, Plaintiff responded, stating that the pipe was located in the basement, was therefore a common element, and the responsibility of the Association. (See Exhibit A).
8. On September 3, 2025, the property manager provided Plaintiff Section K of the Association's "Updated Rules and Procedures" (adopted June 2024) but did not specify what subsection of Section K was being used to justify the assertion that, "pipes in the basement ceiling are not considered common, as they directly serve the units." (See Exhibit A and Exhibit B).
9. Plaintiff subsequently contacted the Board of Directors and requested that it cite the specific section of the Declaration or Bylaws supporting its position. (See Exhibit B).
10. On multiple occasions, Board Secretary Djuna McKenzie responded only by stating "pipes are the unit owner's responsibility" and "please read your disclosure papers," without citing any governing authority. (See Exhibit B).
11. On September 4, 2025, Plaintiff sent the Board a certified letter demanding that the Association fulfill its obligations under the governing documents and the Illinois

Condominium Property Act, pointing out that the pipes in the basement are outside the boundaries of Plaintiff's unit and therefore constitute common elements. (See Exhibit C).

12. To date, the Archview Condominium Association Board of Directors has not responded to Plaintiff's letter date September 4, 2025.
13. The Declaration, Article I, defines a "Unit" as limited to the inside of framing members of the exterior walls, interior dividing walls, subfloors, and ceiling joists, and includes windows, exterior doors, balconies, and patios. (See Exhibit D).
14. The Declaration, Article III, defines the common elements to include: "all electrical wiring throughout the property, except that within units; all pipes, wires, cables, and conduits throughout the property, except that within units." (See Exhibit E).
15. Section K of the Updated Rules and Procedures quoted by the property manager states: "Per the Declaration and Bylaws, piping/plumbing contained within a unit's 4 walls and any piping/plumbing that is directly above/below those 4 walls is considered a limited common element and all costs are the unit owner's responsibility." (See Exhibit F).
16. However, the Declaration controls over Association "rules and procedures." Article XVI of the Declaration expressly states: "No modification or amendment of the Declaration or Bylaws herein shall be valid unless such modification or amendment has the written assent of the owners of all promissory notes secured by deeds of trust of record and by the owners of at least sixty percent (60%) of the units and until such modification or amendment is duly recorded in the office of the Recorder of Deeds in Madison County, State of Illinois." (See Exhibit G).
17. No such amendment has been duly approved by 60% of unit owners or recorded. Therefore, the Defendant cannot reclassify common elements as limited common

elements or shift maintenance obligations to unit owners by mere adoption of "rules and procedures."

18. Defendant's refusal to perform its obligations under the governing documents leaves Plaintiff with no adequate remedy other than this action for declaratory judgment.

III. CONTROVERSY

18. A present, actual controversy exists as to whether the leaking pipe in the basement/garage is a common element for which the Association is responsible under the Declaration and Illinois law.

19. Plaintiff asserts the pipe is outside the unit boundaries and therefore a common element.

20. Defendant asserts the pipe is a unit owner's responsibility, relying only on "rules and procedures" that conflict with the Declaration.

IV. RELIEF REQUESTED

WHEREFORE, Plaintiff respectfully requests that this Court:

A. Declare that the leaking basement/garage pipe is a common element under the Declaration and Illinois Condominium Property Act;

B. Declare that the Defendant, Archview Condominium Association, is responsible for repair and maintenance of said pipe;

C. Declare that the "Updated Rules and Procedures" adopted in June 2024 cannot modify the Declaration or Bylaws absent compliance with Article XVI and approval of 60% of unit owners and recordation with the Recorder of Deeds;

D. Order such other and further relief as this Court deems just and proper.

Respectfully submitted on September 22nd, 2025,

James Carroll
1061 Lafayette Ct., Unit E
Collinsville, IL 62234
Plaintiff, Pro Se
618-631-2683
jamesbcarroll1969@gmail.com

Exhibit List:

- Exhibit A: Emails between Property Manager and Plaintiff, August 20, 2025 and August 29, 2025
- Exhibit B: Section K of Updated Rules and Procedures (June 2024)
- Exhibit C: Emails between Plaintiff and Board of Directors/Board Secretary, Djuna McKenzie, September 3-4, 2025
- Exhibit D: Certified Letter, Sept. 4, 2025 (with proof of mailing/receipt)
- Exhibit E: Declaration, Article I (definition of a "unit")
- Exhibit F: Declaration, Article III (definition of "common elements")
- Exhibit G: Declaration, Article XVI (modification or amendment of Declaration or Bylaws)

Exhibit A

Gmail

James Carroll <jamesbcarroll1969@gmail.com>

Garage Leak

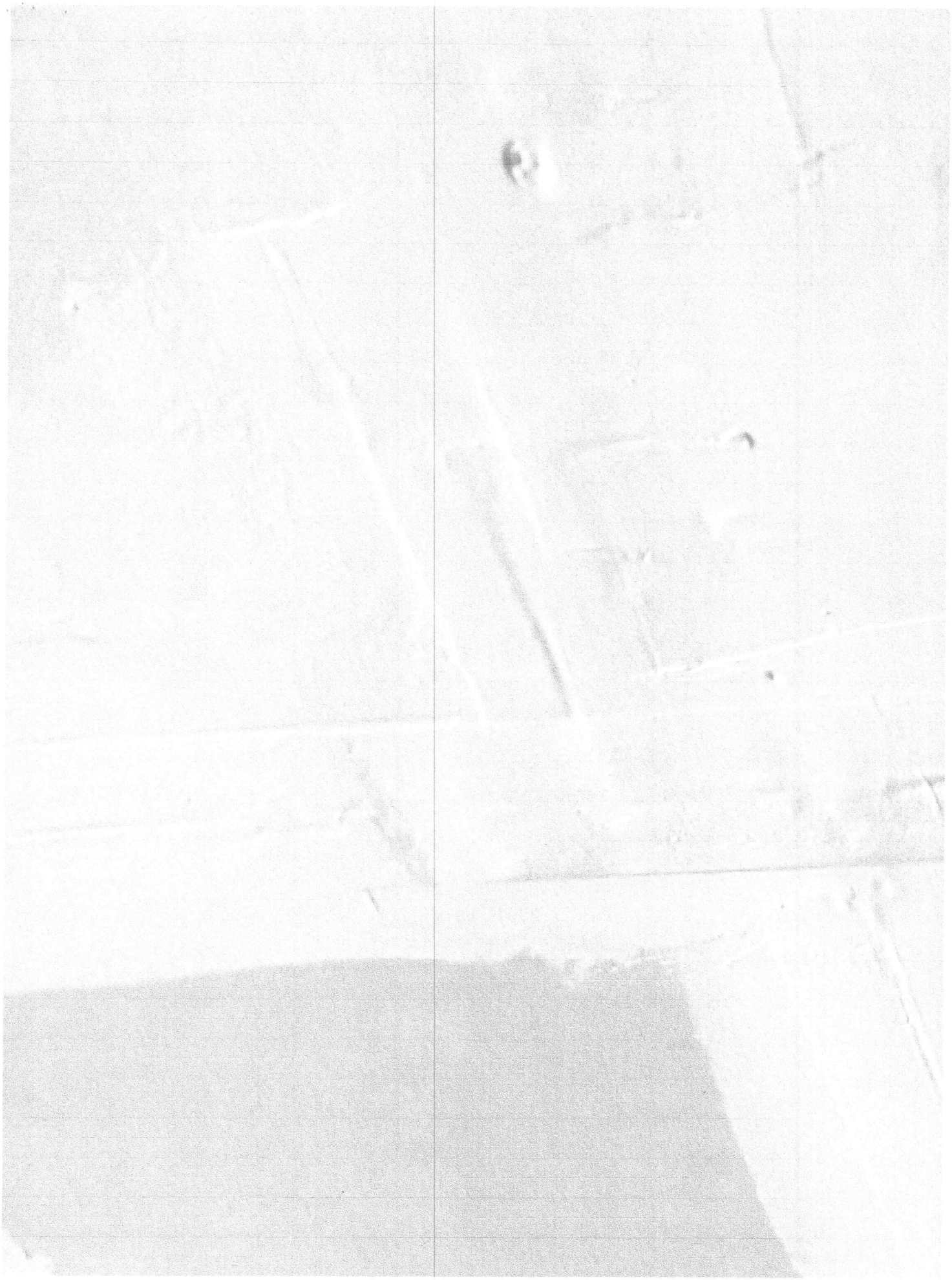
7 messages

Natalie Stinson <natalie@pinnaclehoamanagement.com>
To: James Carroll <jamesbcarroll1969@gmail.com>

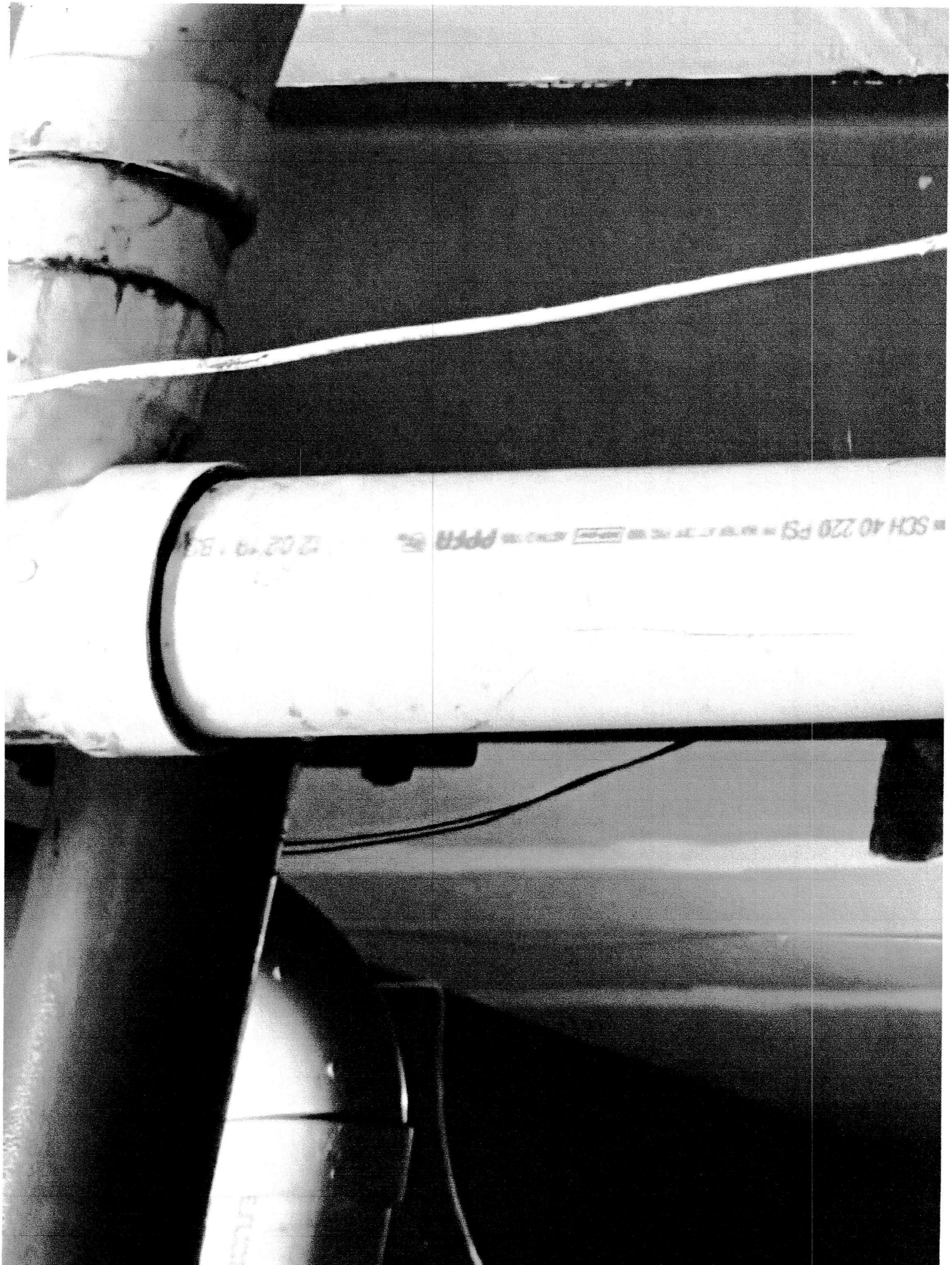
Hi James,

There is a leak in the garage that may be coming from your unit. Can you please check this to confirm?

Natalie





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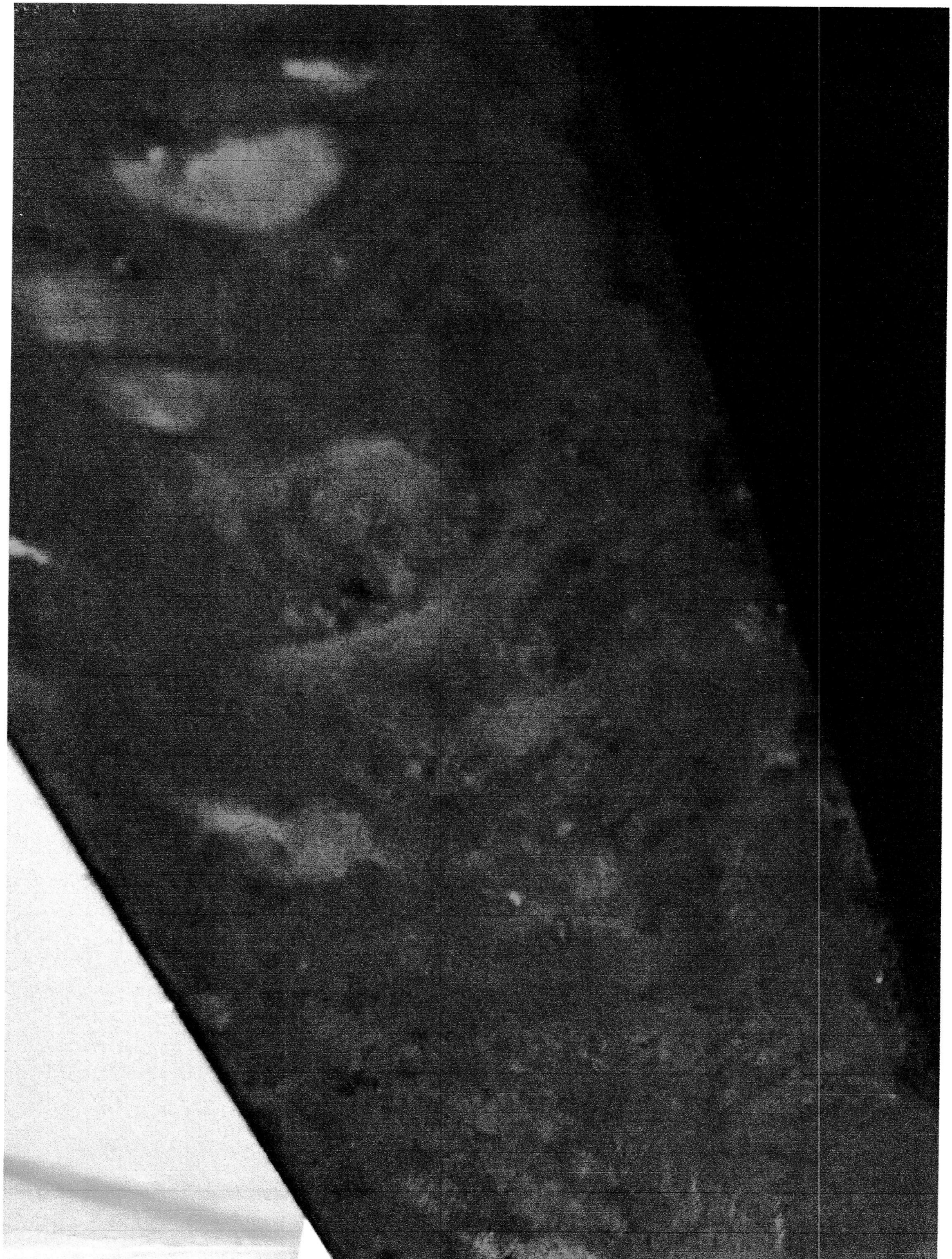
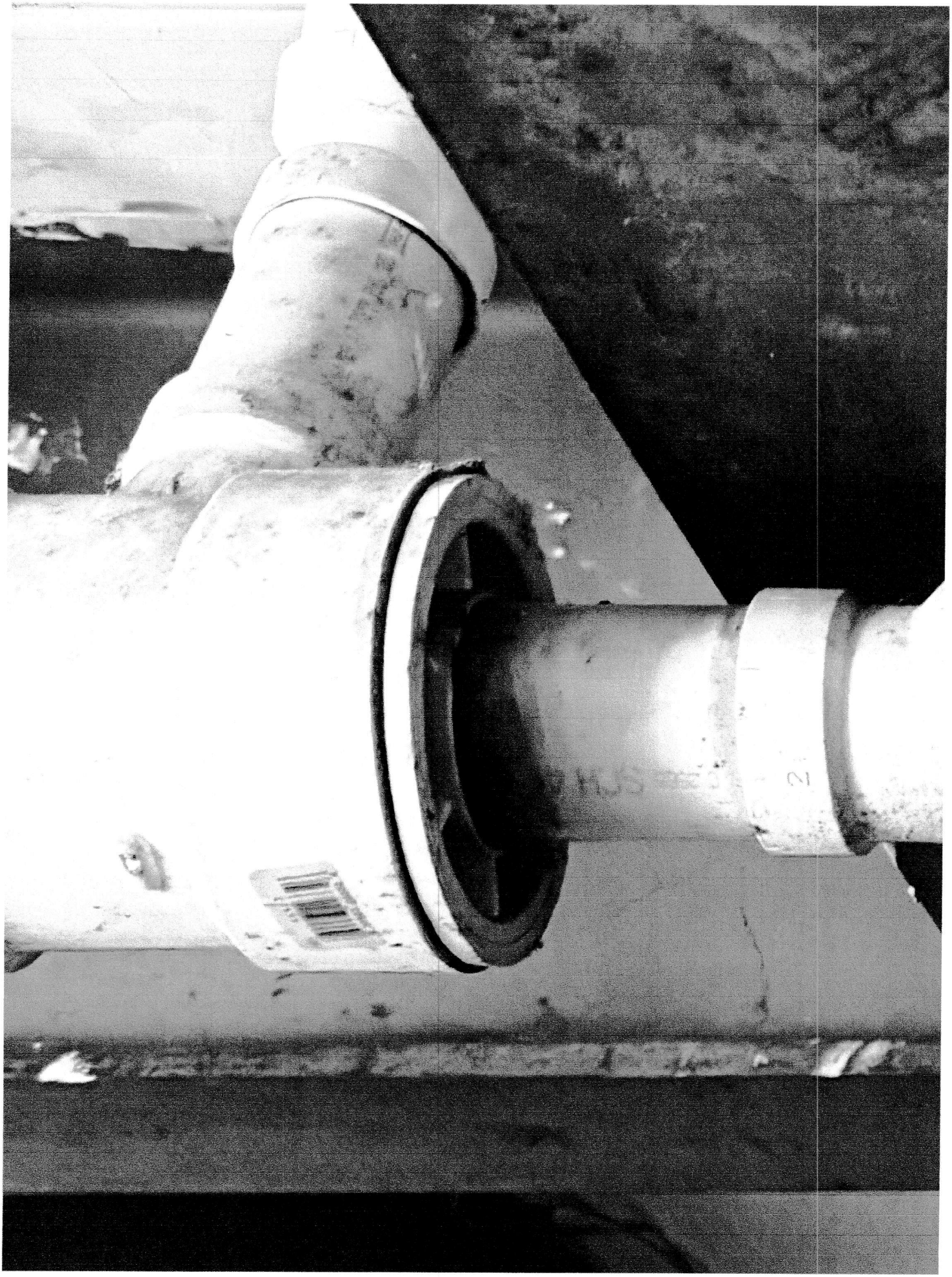








Sent from my iPhone

James Carroll <jamesbcarroll1969@gmail.com> Wed, Aug 20, 2025 at 2:46 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>

I'll schedule something with a plumber to check.
[Quoted text hidden]

Natalie Stinson <natalie@pinnaclehoamanagement.com> Fri, Aug 29, 2025 at 9:04 AM
To: James Carroll <jamesbcarroll1969@gmail.com>

Have you been able to get anyone out to look at this yet?

From: James Carroll <jamesbcarroll1969@gmail.com>
Sent: Wednesday, August 20, 2025 2:46 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>
Subject: Re: Garage Leak

[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com> Tue, Sep 2, 2025 at 7:16 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>

Sorry, I just saw this email. Regarding the pipe leak and visible mold in the basement ceiling---according to the bylaws, I understand that I am responsible for the pipes within my unit, while the association is responsible for common elements. Since the leak and mold appear to be in the basement ceiling, I would like clarification on whether this falls under the association's responsibility. If not, could you provide me with the section of the bylaws that states this is my responsbility?

Would the association consider removing the drywall where the mold is present to properly determine the source of the leak? Additionally, if I hire a plumber to inspect my pipes and it turns out that the issue is with the association's pipes, will I be reimbursed for the inspection cost?

Thanks!

[Quoted text hidden]

Natalie Stinson <natalie@pinnaclehoamanagement.com> Wed, Sep 3, 2025 at 8:28 AM
To: James Carroll <jamesbcarroll1969@gmail.com>
Cc: Archview Board <archviewboard@gmail.com>

Below is the language from the updated rules and procedures explaining plumbing costs. Pipes in the basement ceiling are not considered common, as they directly serve the units.

K. Plumbing
Carroll Wood Hill Condominiums is aging and so is the original plumbing. Many of the plumbing lines have been replaced with PVC over the last few decades due to plumbing failures or preemptive mitigation measures, though a significant amount of original cast iron piping remains in units, between units, and under units. It is unknown how long pipes will last, but it is assumed piping will fail and owners need to make necessary preparations to prepare for unseen expenses.

1. Per the Declaration and Bylaws, piping/plumbing contained within a unit's 4 walls and any piping/plumbing that is directly above/below those 4 walls is considered a limited common element and all costs are the unit owner's responsibility.

2. For piping/plumbing that is shared between any two or more units, the cost of repairs, or the cost of damage, will be split equally between all units regardless of which unit caused or had more damage.

3. Any failure of these limited common elements that damage surrounding units or common elements will result in costs being passed to the unit owner should the unit owner be unable or unwilling to take corrective actions to remediate the outstanding issues.

4. Townhouses often share a plumbing stack pipe between the inside and exterior unit. Wastewater from both units feeds into this pipe and needs to be regularly maintained by both homeowners. For example, if a unit has a toilet backup on one floor, often the backup continues into the neighboring unit. Plumbing stack pipe issues are a shared expense between all unit owners.

5. Please check and replace, if necessary, the shut-off valve coming into your unit to mitigate damage should any water line fail. Most units have a shut-off valve in their unit on or around their hot water tank.

6. Original shower stems go bad but can sometimes be easily fixed by some Teflon tape on the shower handle stems. If a leak is identified, consider trying this remedy before breaking into unit walls.

7. Toilet paper is the only thing that should be flushed. Baby wipes, including those that state "flushable" on the packaging, and feminine hygiene products are prohibited and may cause sewer backups. Backups and clogs caused by these items will be the unit owner's responsibility.

8. Please do not flush or pour any liquid oil, grease, or chemicals/acid, such as Drano or Liquid Plumber, into any unit or garage drain. Most of the Condominium piping is still cast iron and chemicals/acids, such as Drano and Liquid Plumber, "eat" cast iron causing major plumbing leaks. Natural enzyme chemicals, such as Ensure may be used in Condominium plumbing.

9. Please do not ignore faulty plumbing. Due to the severity of water damage, please notify the Board or Property Manager immediately as soon as you notice a problem and before it causes damage to your unit or your neighbor's unit.

10. Dripping water and running toilets result in higher water bills and are passed on to all unit owners. Please fix these leaks immediately.

From: James Carroll <jamesbcarroll1969@gmail.com>
Sent: Tuesday, September 2, 2025 7:16 PM
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>
Subject: Re: Garage Leak

[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com>
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>
Wed, Sep 3, 2025 at 10:12 AM

Thanks. Can you send me a copy of this document? And the meeting minutes when it was passed. Thanks!
[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com>
To: Natalie Stinson <natalie@pinnaclehoamanagement.com>
Wed, Sep 3, 2025 at 8:52 PM

Nevermind. I was able to locate the document and the meeting minutes. Thanks.
[Quoted text hidden]

(2) If you need a handicap space during your ownership, please contact the Board or Property Manager. There is a maximum of one handicap sign per unit.

(3) Handicap spaces are NOT reserved and are available to any resident or guest with a handicap plate or placard.

f. All vehicles parked in areas designated as "NO PARKING" areas will be towed away at owner's expense.

g. Parking along any curb may be allowed temporarily when moving. However, please do NOT park in front of a fire hydrant. Cars may not be parked overnight along the curbs. Parking along any curb is in VIOLATION of the Collinsville Fire Code and will be TOWED at the owner's expense.

h. Please do NOT play in parking spaces.

i. Owners, who are not residents, may NOT leave a vehicle parked for storage.

j. Boats, trailers, campers, etc., which are detached from vehicles, are allowed in an outdoor parking space for up to forty-eight (48) hours.

k. Parking of commercial vehicles on common elements is only allowed at the Board's discretion.

l. Motorcycles are to be parked in designated parking spots only. Motorcycles may NOT be parked on your patio or on any grassy areas.

4. Enforcement of Parking Rules and Violations are the responsibility of the Board and Property Manager, and not that of the owners.

J. Doors

1. Villa Lobby – Double Doors: The villa front doors are expensive to replace, therefore please take care when entering and leaving.

2. Villa Lobby – Back Doors: Please ensure these doors are latched when entering and leaving as the wind can catch these doors and damage them.

3. Villa Unit Doors: The unit letter MUST be on the door, above the door, or beside the door. Emergency responders need to be able to identify the unit should an emergency develop.

4. Townhouse Front Doors: The unit number MUST be on the door, above the door, beside the door, or on the mailbox. Emergency responders need to be able to identify the unit should an emergency develop.

K. Plumbing

Carroll Wood Hill Condominiums is aging and so is the original plumbing. Many of the plumbing lines have been replaced with PVC over the last few decades due to plumbing failures or preemptive mitigation measures, though a significant amount of original cast iron piping remains in units, between units, and under units. It is unknown how long pipes will last, but it is

assumed piping will fail and owners need to make necessary preparations to prepare for unseen expenses.

1. Per the Declaration and Bylaws, piping/plumbing contained within a unit's 4 walls and any piping/plumbing that is directly above/below those 4 walls is considered a limited common element and all costs are the unit owner's responsibility.

2. For piping/plumbing that is shared between any two or more units, the cost of repairs, or the cost of damage, will be split equally between all units regardless of which unit caused or had more damage.

3. Any failure of these limited common elements that damage surrounding units or common elements will result in costs being passed to the unit owner should the unit owner be unable or unwilling to take corrective actions to remediate the outstanding issues.

4. Townhouses often share a plumbing stack pipe between the inside and exterior unit. Wastewater from both units feeds into this pipe and needs to be regularly maintained by both homeowners. For example, if a unit has a toilet backup on one floor, often the backup continues into the neighboring unit. Plumbing stack pipe issues are a shared expense between all unit owners.

5. Please check and replace, if necessary, the shut-off valve coming into your unit to mitigate damage should any water line fail. Most units have a shut-off valve in their unit on or around their hot water tank.

6. Original shower stems go bad but can sometimes be easily fixed by some Teflon tape on the shower handle stems. If a leak is identified, consider trying this remedy before breaking into unit walls.

7. Toilet paper is the only thing that should be flushed. Baby wipes, including those that state "flushable" on the packaging, and feminine hygiene products are prohibited and may cause sewer backups. Backups and clogs caused by these items will be the unit owner's responsibility.

8. Please do not flush or pour any liquid oil, grease, or chemicals/acid, such as Drano or Liquid Plumber, into any unit or garage drain. Most of the Condominium piping is still cast iron and chemicals/acids, such as Drano and Liquid Plumber, "eat" cast iron causing major plumbing leaks. Natural enzyme chemicals, such as Ensure may be used in Condominium plumbing.

9. Please do not ignore faulty plumbing. Due to the severity of water damage, please notify the Board or Property Manager immediately as soon as you notice a problem and before it causes damage to your unit or your neighbor's unit.

10. Dripping water and running toilets result in higher water bills and are passed on to all unit owners. Please fix these leaks immediately.

Gmail

Exhibit C

James Carroll <jamesbcarroll1969@gmail.com>

Clarification Regarding Pipe Leakage and Common Element Responsibilities

10 messages

James Carroll <jamesbcarroll1969@gmail.com> Wed, Sep 3, 2025 at 10:44 PM
To: "archviewboard@gmail.com" <archviewboard@gmail.com>

I am writing regarding the pipe leakage in the basement of my building and the Association's responsibility for addressing this matter.

At the special meeting held on **June 27, 2027**, rules were adopted, including **Section K**, which attempted to redefine common elements of the Association, specifically in relation to plumbing. I want to respectfully note that while the Board has authority to adopt rules and regulations, such rules **cannot contradict or alter the definition of "common elements"** as provided in the governing documents.

The **Carroll Wood Hill Declaration of Condominium and Bylaws, executed on July 25, 1966**, clearly defines the common elements, and those definitions prevail over any subsequently passed rules or policies. As such, the pipes located in the basement remain part of the common elements, and the Association retains responsibility for their maintenance, repair, and replacement.

Given this, I request confirmation that the Association will take appropriate steps to investigate and repair the basement pipe leakage and any resulting damage. If additional information or documentation from me is needed, I am happy to provide it.

Thank you for your attention to this matter. I look forward to your response and to ensuring the issue is resolved in accordance with the governing documents.

archviewboard@gmail.com <archviewboard@gmail.com> Wed, Sep 3, 2025 at 11:34 PM
To: James Carroll <jamesbcarroll1969@gmail.com>
Cc: Natalie Stinson <natalie@pinnaclehoamanagement.com>

We are very familiar with the Declarations and Bylaws, the Rules and Procedures as well as the Illinois Condominium Property Act. While the stacks in the garage are common areas and the associations responsibility, the plumbing/pipes that serves **your unit**, as a "homeowner", are your responsibility. This would include plumbing/pipes that connects to your toilet, bathroom sink, bathtub, ac unit, kitchen sink, dishwasher, etc. The plumbing/piping runs between the walls and underneath your flooring.

Because you live in a villa, there is nowhere for your pipes to run except under your unit into the garage. If you lived in a house, your plumbing would run under your house or in the basement if applicable.

Again, your plumbing/pipes are your responsibility as a homeowner not the associations.

If you read your meeting minutes, you will see where the association has replaced, cleaned, repaired, and/or fixed plumbing stacks and pipes that were the associations responsibility. We expect homeowners to do the same.

Thank you,

Djuna McKenzie

Archview Condominum Owners, Inc.

Board of Managers-Secretary

[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com> Thu, Sep 4, 2025 at 8:12 AM
To: archviewboard@gmail.com

Thank you for your response regarding the basement pipe leakage. I appreciate the clarification you've provided. However, after reviewing the governing documents, I must respectfully disagree with the Board's interpretation.

The **Carroll Wood Hill Declaration of Condominium, Article 3, Section 2**, states:

> *"All electrical wiring throughout the property, except that within units, all pipes, wires, cables, and conduits throughout the property, except that within units, shall be considered part of the common elements."*

This language establishes that the determining factor for whether pipes are common elements is their **location** (inside or outside of the unit boundaries), not whether they serve one unit or multiple units.

The **Bylaws further define a "unit"** as the portion of property measured:

- *"to the inside of the framing members of the exterior walls and the interior walls dividing units, the top of the sub-floors and the bottom of the ceiling joists of floors and ceilings dividing units…"*

By this definition, the boundaries of my unit extend only to the interior framing, top of the subfloor, and bottom of the ceiling joists. Accordingly, any pipes located **in the basement/garage** are located outside of my unit. Under both the Declaration and Bylaws, they are part of the **common elements** and the responsibility of the Association.

While I understand the Board's effort to distinguish homeowner responsibilities, rules or policies adopted by the Association cannot contradict or redefine the Declaration or Bylaws. The Illinois Condominium Property Act also requires that rules and regulations be consistent with the recorded governing documents.

Given this, I respectfully request that the Association take responsibility for investigating and repairing the basement pipe leakage and addressing the related mold. If the Board maintains its current position, I request a written explanation citing the specific section of the Declaration or Bylaws relied upon to support that interpretation.

Thank you for your time and attention to this matter.

[Quoted text hidden]

Archview Board <archviewboard@gmail.com> Thu, Sep 4, 2025 at 11:00 AM
To: James Carroll <jamesbcarroll1969@gmail.com>
Cc: Natalie Stinson <natalie@pinnaclehoamanagement.com>

The plumbing/pipes start within your unit, goes into the walls, down to the garage since villa homeowners do not have a basement.

Your plumbing/pipes are your responsibility as a homeowner not the associations. The same goes for those who own townhomes.

Please also read the disclosures you signed.

Thank you,
Djuna McKenzie
Archview Condominium Owners, Inc.
Board of Managers-Secretary

On Sep 4, 2025, at 8:12 AM, James Carroll <jamesbcarroll1969@gmail.com> wrote:

[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com> Thu, Sep 4, 2025 at 11:05 AM
To: Archview Board <archviewboard@gmail.com>

Since you are maintaining your same position, I am requesting a written explanation citing the specific section of the Declaration or Bylaws the Board is relying upon to support this position that plumbing in the basement (outside my unit) is my responsibility. Thanks.
[Quoted text hidden]

Archview Board <archviewboard@gmail.com> Thu, Sep 4, 2025 at 11:12 AM
To: James Carroll <jamesbcarroll1969@gmail.com>
Cc: Natalie Stinson <natalie@pinnaclehoamanagement.com>

Please read your disclosure papers.

Djuna McKenzie
Archview Condominium Owners, Inc.
Board of Managers-Secretary

On Sep 4, 2025, at 11:05 AM, James Carroll <jamesbcarroll1969@gmail.com> wrote:

[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com> Thu, Sep 4, 2025 at 11:54 AM
To: Archview Board <archviewboard@gmail.com>

I never signed any disclosure papers. The sellers never provided me any type of disclosure paperwork until after I purchased and moved into the unit, which I didn't sign at that point either. So, again, can you cite the specific section of the Declaration or Bylaws the Board is relying upon to support the position that plumbing in the basement (outside of my "unit" as defined by the Declaration) is my responsibility?
[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com> Thu, Sep 4, 2025 at 11:56 AM
To: Archview Board <archviewboard@gmail.com>

This is my third request asking you to cite the specific section of the Declaration or Bylaws. It doesn't seem it should be that difficult since you claim, " We are very familiar with the Declarations and Bylaws, the Rules and Procedures as well as the Illinois Condominium Property Act."
[Quoted text hidden]

Archview Board <archviewboard@gmail.com> Thu, Sep 4, 2025 at 12:37 PM
To: James Carroll <jamesbcarroll1969@gmail.com>
Cc: Natalie Stinson <natalie@pinnaclehoamanagement.com>

Mr. Carroll,

Third, Fourth or Fifth time asking, I have stated where the association stands on this matter, and I am not going to keep going back and forth with you on this.

Djuna McKenzie
Archview Condominium Owners, Inc.
Board of Managers-Secretary

On Sep 4, 2025, at 11:56 AM, James Carroll <jamesbcarroll1969@gmail.com> wrote:

[Quoted text hidden]

James Carroll <jamesbcarroll1969@gmail.com> Thu, Sep 4, 2025 at 1:11 PM
To: Archview Board <archviewboard@gmail.com>

Yes, I am not going back and forth either. It is obvious that you can't state the section in the Declaration or Bylaws to support the Board's position on this matter.

[Quoted text hidden]

Exhibit D

James Carroll
1061 Lafayette Ct., Unit E
Collinsville, IL 62234
jamesbcarroll1969@gmail.com

9/4/25

Archview Condominium Association
Board of Directors
1900 Ramada Blvd.
Collinsville, IL 62234

Dear Board Members,

I am writing to formally demand that the Association fulfill its obligations under the governing documents and the Illinois Condominium Property Act concerning the pipe leakage and mold in the basement/garage area of my building.

The Carroll Wood Hill Declaration of Condominium, Article 3, Section 2 clearly provides:
"All electrical wiring throughout the property, except that within units, all pipes, wires, cables, and conduits throughout the property, except that within units, shall be considered part of the common elements."

The Declaration, Article 1, Section 1.4 further define a "unit" as the portion of property measured:
"to the inside of the framing members of the exterior walls and the interior walls dividing units, the top of the sub-floors and the bottom of the ceiling joists of floors and ceilings dividing units, and shall include all windows, exterior doors, balconies and patios, if any attached thereto."

By these definitions, any pipes located beneath the subfloor in the basement/garage are indisputably outside the unit boundaries and therefore constitute common elements. As such, they fall under the responsibility of the Association for maintenance, repair, and replacement.

While the Board may adopt reasonable rules under Section 18.4(h) of the Illinois Condominium Property Act (765 ILCS 605/18.4), those rules may not contradict or redefine the recorded Declaration and Bylaws. Any rule or policy that attempts to shift responsibility for common element pipes to individual unit owners is invalid and unenforceable. See *Board of Directors v. Hinojosa*, 679 N.E.2d 407 (Ill. App. Ct. 1997) (rules adopted by the board must not conflict with the declaration or bylaws) and *Apple II Condominium Ass'n v. Worth Bank & Trust Co.*, 659 N.E.2d 93 (Ill. App. Ct. 1995) (restrictions in rules subject to greater scrutiny than bylaws and unenforceable if unreasonable or inconsistent with governing documents).

Accordingly, I demand that the Association:

1. Promptly investigate the source of the basement pipe leakage;
2. Undertake necessary repairs to the affected pipes and remediate the mold; and
3. Confirm in writing that the Association acknowledges its responsibility for this matter under the governing documents.

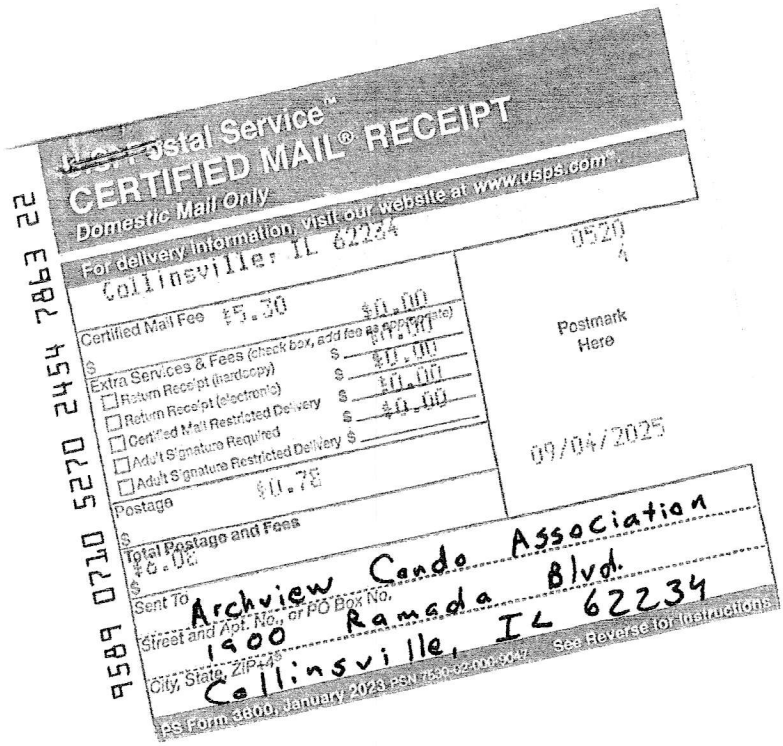
If the Association refuses to comply, please consider this letter notice that I will be forced to pursue legal remedies, including a declaratory judgment action under 735 ILCS 5/2-701, seeking a judicial

determination that the pipes at issue are common elements and that the Association is responsible for their repair. I will also seek recovery of court costs and other remedies available by law.

I hope to resolve this issue amicably and without litigation. Please provide the Association's written response within 14 days of this letter (September 19th, 2025 at 5:00 PM).

Sincerely,

James Carroll



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Collinsville, IL 62234

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- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery $

Postage $0.78

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09/04/2025

Sent To Archview Condo Association

Street and Apt. No., or PO Box No. 1900 Ramada Blvd.

City, State, ZIP+4® Collinsville, IL 62234

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

FAQs >

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9589071052702454786322

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Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

COLLINSVILLE, IL 62234
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NOW, THEREFORE, Developer, as the owner of the property above described, for the purposes above set forth, does hereby DECLARE said property and all improvements thereon and those to be erected thereon to be a condominium property hereafter known as "CARROLL WOOD HILL" under the Condominium Property Act of the State of Illinois, and further declares and provides:

ARTICLE 1. DEFINITIONS

The following terms, as used herein or elsewhere in any condominium documents relating to CARROLL WOOD HILL, unless otherwise provided, are defined as:

1.1 DECLARATION: This instrument by which the property above described is submitted to the provisions of the Condominium Property Act of the State of Illinois.

1.2 PARCEL: The land hereinbefore described and, by this declaration, submitted to the provisions of the Condominium Property Act of the State of Illinois.

1.3 PROPERTY: All the land, property and space comprising the parcel, all improvements and structures erected, constructed or contained therein and thereon, including the buildings and all easements, rights, and appurtenances thereto belonging and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners.

1.4 UNIT: A part of the property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way, such part of the property shall be measured to the inside of the framing members of the exterior walls and the interior walls dividing units, the top of the sub-floors and the bottom of the ceiling joists of floors and ceilings dividing units, and shall include all windows, exterior doors, balconies and patios, if any attached thereto, and such part being designed and intended as an independent living unit. Each such unit shall be designated on the plat and in deeds and other documents by a number and a letter.

1.14 BOARD: Board of Managers as defined further under Article 8 hereof.

ARTICLE 2. UNITS

The entire project shall consist of 116 units, all of which shall be designated only for residential purposes, and each having its own entrance and exit onto a common element from the building in which it is located. Each unit is designated by a number and a letter on the plat or plats of survey recorded on even date herewith. The dimensions, and area of each unit shall be as shown on said plat or plats.

ARTICLE 3. COMMON ELEMENTS

The common elements of the project are:

1. The property, excepting the units, and including parking facilities, driveways, parking areas, lawns and sidewalks;

2. All electrical wiring throughout the property, except that within units; all pipes, wires, cables, and conduits throughout the property, except that within units;

3. All utility installations, laundry facilities, and connections for gas, electricity, light, water and plumbing, except those within units;

4. The foundations, exterior walls, roofs, gutters, downspouts, common hallways and all other common portions of the buildings not included within units.

5. Any auxiliary buildings and other appurtenances, not herein specifically designated which are not enclosed within the confines of units.

ARTICLE 4. COVENANTS

So long as the property is deemed to be a condominium under the laws of the State of Illinois, the common elements shall remain undivided and no unit owner shall bring any action for partition or division of the common elements except as provided in Article 13 of this Declaration of Condominium and By-laws. Provided, nothing contained herein shall prevent partition of a unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

ARTICLE 5. INTEREST IN COMMON ELEMENTS

The percentage of interest of each unit owner in the common elements is shown in Exhibit "A" hereto attached and each unit owner shall bear the same proportionate share of expense and administration as the percentage shown bears to 100. The percentages so assigned shall not be changed.

Exhibit G

ARTICLE 16. AMENDMENTS

No modification or amendment of the Declaration or By-Laws herein shall be valid unless such modification or amendment has the written assent of the owners of all promissory notes secured by deeds of trust of record and by the owners of at least sixty per-cent (60%) of the units and until such modification or amendment is duly recorded in the Office of the Recorder of Deeds in Madison County, State of Illinois, provided, however, that this Declaration and By-Laws shall at all times contain the minimum requirements for the creation of a condominium as set out in the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, METRO CONDOMINIUM DEVELOPERS, INC., a Delaware corporation, authorized to do business in the State of Illinois, has caused this instrument to be executed by its president, upon authority of its Board of Directors, and its corporate seal affixed, the day and year first above written.

METRO CONDOMINIUM DEVELOPERS, INC.,
a corporation

By John J. O'Brien
Vice President

ATTEST:

Donald Dougherty
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

I, the undersigned, a Notary Public, in and for the County and State aforesaid DO HEREBY CERTIFY, that John J. O'Brien personally known to me to be Vice President of Metro Condominium Developers, Inc., A Delaware Corporation authorized to do business in the State of Illinois, and Donald J. Dougherty, personally known to me to be the Secretary of said corporation, and personally know to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary they signed and delivered the said instruments as said Vice President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26th day of July , 1966 .

Notary Public