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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR
THE HARBORSIDE CONDOMINIUM I**

This Amended and Restated Declaration made and entered into by the Board of Directors of The Harborside Condominium I Association (hereinafter referred to as the "Board"):

WITNESSETH:

The Board of Directors of The Harborside Condominium I Association ("Association") administers the property of The Harborside Condominium I ("Property") in Northbrook, Illinois, pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Harborside Condominium I for the property legally described on Exhibit A attached to and made a part of this Amended and Restated Declaration of Condominium Ownership.

The Declaration of Condominium Ownership and of Easements, Restrictions & Covenants ("Declaration") for The Harborside Condominium I, was originally recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on September 17, 1976 as Document No. 23640230, thus creating The Harborside Condominium I, and was subsequently amended by First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Harborside Condominium I recorded on December 11, 1996, as Document No. 96937471.

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURNED TO:

DONNA J. RICHMAN
MARK D. PEARLSTEIN
LEVENFELD PEARLSTEIN GLASSBERG
TUCHMAN BRIGHT GOLDSTEIN & SCHWARTZ, LLC
33 WEST MONROE STREET, 21ST FLOOR
CHICAGO, ILLINOIS 60603

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

The Board and Unit Owners desire to bring the Declaration into compliance with current law and modify certain substantive provisions therein.

Pursuant to Paragraph 13.8 of the Declaration, the provisions of the Declaration may be changed, modified or rescinded by: (i) an instrument in writing setting forth such change, modification or rescission; (ii) signed and acknowledged by the Board and Owners having at least seventy-five percent (75%) of the total votes; (iii) containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership not less than ten (10) days prior to the date of such affidavit; and (iv) the change, modification or rescission shall be effective upon the recording of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois.

This Amended and Restated Declaration has been signed and acknowledged by the Board and by Owners having at least seventy-five percent (75%) of the total vote. Pursuant to the President's affidavit, a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of the affidavit.

NOW, THEREFORE, the Board, for the Association, for the purposes hereinabove set forth, declares as follows:

ARTICLE ONE

Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration of Condominium Ownership are defined as follows:

- 1.01 Act: The Illinois Condominium Property Act as amended from time to time.
- 1.02 Board: Board of Directors of Condominium Association.
- 1.03 Building: The building, situated on Development Parcel and forming part of Property, containing the Units indicated by Plat.
- 1.04 Common Elements: All parts of Property, except Units.
- 1.05 Common Expenses: The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board.
- 1.06 Condominium Association or Association: The Harborside Condominium I Association, a Not-For-Profit Corporation.
- 1.07 Condominium Instruments: All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

1.08 Corporation: ANCIENT TREE COMMUNITY ASSOCIATION, a Not-For-Profit Corporation, organized pursuant to the laws of the State of Illinois, and in accordance with Master Declaration.

1.09 Declaration: This instrument, by which Property, hereinafter defined, is submitted to the provisions of Act, as may be amended from time to time pursuant to the terms hereof.

1.10 Development Parcel: The entire tract of land which has been submitted to the provisions of Act.

1.11 Limited Common Elements: The portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including, but not limited to balconies, terraces, patios and parking spaces or facilities.

1.12 Majority of the Members of the Board: Majority of the Members of the Board means fifty percent (50%) of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board means that percentage of total number of persons constituting such Board pursuant to the By-Laws.

1.13 Majority or Majority of Unit Owners: Those Owners, without regard to their number, who own more than fifty percent (50%), in the aggregate, of the entire undivided ownership interest in Common Elements. Any specified percentage of Unit Owners shall mean those Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in Common Elements.

1.14 Meeting of Board of Directors: A gathering of a quorum of the members of the Board held for the purpose of conducting Board business.

1.15 Occupant: A Person or Persons, other than Owner, in possession.

1.16 Owner or Unit Owner: The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.17 Parking Area: The area, if any, provided for parking automobiles, as indicated on the Plat.

1.18 Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.19 Plat: The plat of survey of Development Parcel and of all Units contained in Property, a copy of which is attached as Exhibit "B" to the original Declaration recorded as Document No. 23640230.

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1.20 Property: All the land, property and space comprising Development Parcel, all improvements and structures constructed or contained therein or thereon, including the Building, and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of Unit Owners, submitted to the provisions of the Act.

1.21 Reserves: Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board and the Act.

1.22 Unit: A part of Property within the Building, including one (1) or more rooms, and designed and intended for independent use as a residence by one (1) family, as more specifically described in Article Two hereto.

1.23 Unit Ownership: A part of the Property consisting of one (1) Unit and the undivided interest in Common Elements appurtenant thereto.

ARTICLE TWO

Units, Submission to Act

2.01 Submission of Property to Act: Trustee, as the former legal title holder in fee simple of the Property, has submitted the Property to the provisions of Act.

2.02 Units, Description and Ownership: The legal description of each Unit consists of the identifying number or symbol of such Unit as indicated on Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by such identifying number or symbol, and every such description shall be deemed good and sufficient for all purposes, as provided in Act. Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Plat. Except as otherwise provided by Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit, as indicated on Plat.

2.03 Certain Structures Not Constituting Part of a Unit: Except as a tenant-in-common with all other Unit Owners, no Unit Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of a Unit.

ARTICLE THREE

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Common Elements

3.01 Description: Except as otherwise in this Declaration provided, Common Elements shall consist of all parts of Property, except the individual Units. Without limiting the generality of the foregoing, Common Elements shall include the land, outside walks and driveways, landscaping, common stairways, courtyards, entrances and exits, lobbies, storage lockers or areas

in the basement, patios, balconies, Parking Areas, roof, pipes, ducts, flues, chutes, electrical wiring and conduits, public utility lines and other utility installations to the outlets, floors, ceilings and perimeter walls not located within the Unit boundaries, as indicated on Plat, and structural parts of Building, including structural columns located with the boundaries of a Unit.

3.02 Ownership of Common Elements: Each Unit Owner shall own an undivided interest in Common Elements as a tenant-in-common with all other Owners of Property, and, except as otherwise limited in this Declaration, shall have the right to use Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, together with such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and once determined shall remain constant and may not be changed without unanimous approval of all Unit Owners. The percentage of ownership in Common Elements for each Unit is set forth in the schedule attached hereto and made a part hereof as Exhibit "C".

3.03 No Partition of Common Elements: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and Property is withdrawn from the Act; PROVIDED, HOWEVER, that if any Unit Ownership shall be owned by two (2) or more co-Owners as tenants-in-common or as joint tenants, nothing herein shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such co-Owners.

ARTICLE FOUR

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General Provisions as to Units and Common Elements

4.01 No Severance of Ownership: No Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and expressly mentioned or described therein.

4.02 Use of Common Elements:

(a) Subject to the provisions of Section 4.04 hereof, each Unit Owner shall have the right to use Common Elements, except Limited Common Elements, in common with all other Unit Owners, as may be required for the purposes of ingress and egress to and the use, occupancy and enjoyment of the respective Unit owned by such Unit Owners, and to the use and enjoyment of community facilities. Such rights shall extend to the Unit Owner and the members of the immediate family, guests and other authorized Occupants and visitors of the Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving his Unit exclusively.

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(b) The Owner or Owners may, at their own expense, subdivide or combine any Units and locate or relocate Common Elements affected or required thereby in accordance with the provisions of the Condominium Instruments and the requirements of the Act. The Owner or Owners shall make written application to the Board requesting an amendment to the Condominium Instruments setting forth in the application the proposed reallocation to the new Units of the percentage interest in the Common Elements and whether the Limited Common Elements, if any, previously assigned to the Unit to be subdivided should be assigned to each new Unit or to fewer than all the new Units created. In the event of a combination of any Units, if desired, the Owner or Owners may request that the new Unit be granted the exclusive right to use as a Limited Common Element a portion of Common Elements within the building adjacent to the new Unit. If the transaction is approved by a majority of the Board, it shall be effective upon recording an amendment, executed by the Board and the Owners of the Units involved. The request for an amendment shall be granted if the Common Element for which the exclusive right to use as a Limited Common Element is sought is not necessary or practical for use by the Owners of Units other than the Owner or Owners of the combined Unit; and the Owner or Owners of the combined Unit are responsible for any and all costs associated with the renovation, modification or other adaptation performed as a result of the granting of an exclusive right to use as a Limited Common Element a portion of the Common Elements within the building adjacent to the new Unit.

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(c) The use of Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of Act, this Declaration, By-Laws and the rules and regulations of the Board or Condominium Association acting through the Board.

4.03 Maintenance of Common Elements; Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of Common Elements shall be the responsibility of the Board or Condominium Association. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of Common Elements, which expenses are hereinafter collectively referred to as "Common Expenses". Such proportionate share shall be in the same ratio as his percentage of ownership in Common Elements as set forth in Exhibit "C". Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regulations of the Board. If any Unit Owner shall fail or refuse to make any payment of the Common Expenses or the amount of any unpaid fine when due, the amount thereof, together with any interest, late charges, reasonable attorneys' fees incurred in enforcing the covenants of the Condominium Instruments, rules and regulations of the Board, or any applicable statute or ordinance, and the cost of collections shall constitute a lien on the interest of such Unit Owner in the Property.

4.04 Easements and Exclusive Area:

(a) Encroachments: In the event that, by reason of construction, settlement or shifting of the Building, any part of 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 Common Elements or any other Unit, or, if by reason of the

design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy any part of Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of Common Elements by other Unit Owners, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one (1) Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for such use of Common Elements are hereby established and shall exist for the benefit of such Unit and Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; PROVIDED, HOWEVER, that in no event shall a valid easement for any encroachment or use of Common Elements be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of Property by other owners, and if the same occurred due to the wilful conduct of any Owner.

(b) Balconies and Patios: All balconies and patios, if any, shall be a part of Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that balcony and patio or those balconies and patios, if any, direct access to which is provided from his respective Unit. Until such time as Board or Condominium Association determines to the contrary, each Unit Owner shall be responsible for repair, maintenance, and appearance of the patios and balconies, at his own expense, including, without limitation, responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint or otherwise decorate or adorn, or change the appearance of any such balcony or patio, in any manner contrary to such rules and regulations as may be established by Board or Condominium Association. In the event any such balcony or patio shall be appurtenant to more than one (1) Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such balcony or patio shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(c) Easements for Utilities: (i) The Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company and all other public utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any part of Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board or Condominium Association may hereafter grant other or additional easements for utility purposes for the benefit of Property over, under, along and on any part of Common Elements, and each Unit Owner hereby grants the Board or Condominium Association an irrevocable power of attorney to execute, acknowledge and record or register, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls, ceilings and floors of a Unit, whether or not such walls, ceilings and floors lie in whole or in part within the Unit boundaries. The Board may

grant an easement for the laying of cable television cable where authorized by Unit Owners under the provisions of Section 14.3 of the Act, and may obtain, if available and determined by the Board to be in the best interests of the Association, cable television service for all of the Units of the Condominium on a bulk identical service and equal cost per Unit basis and the Board may assess and recover the expense as a Common Expense, and if so determined by the Board, to assess each and every Unit on the same equal cost per Unit basis.

(d) Exclusive Use of Certain Areas: The right to the exclusive use of certain areas is hereby declared and established for the benefit of each Unit Owner, consisting of the right to use and occupy the balcony and patio adjoining the Unit, PROVIDED, HOWEVER, that the same shall be used only for the purposes intended.

(e) Easements to Run with Land: All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Trustee, its successors and assigns, and any Owner, purchaser, mortgagee and other Person having an interest in Property or in Development Parcel, or any part or portion thereof. Reference in any deed of conveyance, mortgage, trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of 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.

4.05 Parking Areas and Parking: The parking garage within Building and the on-grade parking spaces adjacent to Building allocated to parking purposes shall be a part of Common Elements and not a part of the individual Units; PROVIDED, HOWEVER, that:

(a) Those parking spaces sold and granted to any Unit Owner at the time of the initial sale of any Unit shall be a Limited Common Element, deemed to be appurtenant to and pass with the title to the Unit to which the same is appurtenant (and in no other manner) even though not expressly mentioned in the document passing or conveying title to the Unit; the parking space so designated shall not thereafter be separated from such Unit except by lease or assignment of said exclusive use to another Unit Owner pursuant to the Act.

(b) The on-grade parking spaces shall remain available generally for the Unit Owners or their guests and invitees, and no Unit Owner shall have the exclusive use or right to use such on-grade parking spaces.

Subject to the foregoing, the Board or Association may prescribe such rules and regulations with respect to any parking space within Building or adjacent to Building as the Board or Association may deem fit, including the right to make a monthly assessment for each parking space with Building, which is exclusively designated for use by a Unit Owner, or requirement that such Unit Owner clean and maintain such exclusively designated parking space.

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4.06 Storage or Locker Areas: Storage or locker areas in the Building outside of the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board or Association may, by its rules and regulations, prescribed; PROVIDED, HOWEVER, that at least one (1) such storage or locker area shall be allocated to each Unit, and FURTHER PROVIDED that each Unit Owner shall be responsible for his personal property situated in such storage or locker area, and neither Board nor Association shall be considered the bailee thereof, nor shall either be responsible for any loss or damage thereto.

4.07 Separate Mortgages of Units:

(a) No Unit Owner shall have the right or authority to mortgage or otherwise encumber, in any manner whatsoever, the Property or any part thereof; PROVIDED, HOWEVER, that each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in Common Elements.

(b) Within fifteen (15) days of the recording of a mortgage or trust deed against a Unit Ownership given by the Owner of that Unit to secure a debt, the Owner shall inform the Board of the Association of the identity of the lender, together with a mailing address at which the lender can receive notices from the Association. If a Unit Owner fails or refuses to inform the Board as required herein, then that Unit Owner shall be liable to the Association for all costs, expenses and reasonable attorneys' fees and such other damages, if any, incurred by the Association as a result of such failure or refusal.

4.08 Separate Real Estate Taxes: It is intended that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership of Common Elements, as provided in the Act. In the event, however, that for any year such taxes are not separately taxed to each Unit Owner but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in Common Elements.

4.09 Utilities: Each Unit Owner shall pay for his own water, telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

4.10 Insurance; Unit Owners: Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating, furnishings and personal property therein, together with his personal property stored elsewhere on the Property and his personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of Common Expenses as provided below in Section 5.08.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit

Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board of any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

4.11 Maintenance, Repair and Replacement of Units:

(a) By the Board: The Board or Condominium Association, at their or its expense, shall be responsible for the maintenance, repair and replacement of those parts, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board or Condominium Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 2.02 and 2.03, exclusive of any parts of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of any individual Owner under any other provision of this Declaration. The Board shall have the right to access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

(b) By the Owner: Except as otherwise provided in subparagraph (a) above, each Unit Owner shall furnish, at his own expense, and be responsible for:

(1) All of the maintenance, repairs and replacements within his own Unit and of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures and heating, plumbing and air conditioning fixtures or installations, and any part of any other utility service facilities located within the Unit boundaries as specified in Sections 2.02 and 2.03; PROVIDED, HOWEVER, that such maintenance, repairs and replacements as may be required for the furnishing of water, gas and electricity to the Unit shall be furnished by the Board as part of the Common Expenses. The Board or Condominium Association may provide, by its rules and regulations, for the ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such parts of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit, as indicated on the Plat, and such Unit Owner shall maintain such parts in good condition, at his sole expense and as may be required from time to time, which maintenance and use shall be subject to the rules and regulations of the Board or

Condominium Association. The interior and exterior surfaces of all windows of a Unit shall be cleaned or washed by and at the expense of each respective Unit Owner; PROVIDED, HOWEVER, that if Board elects, the exterior surfaces of such windows may be cleaned or washed as a part of Common Expenses. The use of and the covering of the interior surfaces of such 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 Board.

(3) Decorating of Common Elements (other than interior surfaces within the Units as hereinabove provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on Common Elements by Condominium Association, shall be furnished by Condominium Association as part of Common Expenses.

(4) Nothing herein contained shall be construed to impose a contractual liability upon Condominium Association for maintenance, repair and replacement, but Condominium Association's liability shall be limited to damages resulting from negligence. The respective obligations of Condominium Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of Property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance. In addition and notwithstanding anything hereinabove to the contrary, no Unit Owner shall have a claim against Board, Condominium Association or another Unit Owner for any work (such as decorating or repair), ordinarily the responsibility of the Board or Condominium Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in writing in advance by the Board or Condominium Association.

4.12 Actions of Owner/Operation of Unit: If, due to the (i) use or operation of a Unit, or (ii) the act or omission of a Unit Owner, or of a member of his family, household pet, guest, authorized occupant or visitor of such Unit Owner, damage shall be caused to Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be included in Common Expenses, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

4.13 Joint Facilities: To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of Condominium Association or the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection



with maintenance, repairs, or replacements of or to Common Elements or any equipment, facilities or fixtures affecting or serving other Units or Common Elements.

4.14 Alterations, Additions and Improvements: No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of Board.

4.15 Prohibition of Pets: No animals shall be kept or bred in any Unit or upon the Common Elements; provided, however, that fish and other small marine animals kept at all times in tanks or aquariums are excepted from this prohibition.

ARTICLE FIVE

Administration

5.01 Board of Managers; Association: The direction and administration of Property shall be vested in Board, which Board shall consist of a minimum of three (3) persons and a maximum of six (6) persons who shall be elected in the manner hereinafter provided. The number of directors may be changed from time to time before each Annual Meeting by the existing members of the Board without further amendment to these By-Laws. The Unit Owners, as described in this Declaration and in the By-Laws of Condominium Association, acting collectively through Board, shall be members of Condominium Association. The provisions of this Article Five and Articles Six and Seven following, shall constitute the By-Laws of the Condominium Association, as referred to in Act. Each member of Board shall be a Unit Owner; PROVIDED, HOWEVER, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural Person or Persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of Board.

5.02 Determination of Board to be Binding: Notwithstanding that "Board" and "Condominium Association" may, in some instances, be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners or with respect to interpretation or application of the provisions of this Declaration or the By-Laws of Condominium Association shall be determined by Board, which determination shall be final and binding on Condominium Association and on all Unit Owners.

5.03 Voting Rights: There shall be one (1) Person with respect to each Unit Ownership who shall be entitled to vote at any meeting of Unit Owners. Such Person shall be known, and hereinafter referred to, as a "Voting Member". Such Voting Member may be the Owner or one (1) of the group composed of all the Owners of a Unit Ownership, or may be some Person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to Board and shall be revocable at any time by actual notice to Board of the death or judicially declared incompetence of any designator, or by written notice to Board by Owner or Owners. Any or all of Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in Person or by

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proxy. Where there is more than one Owner of a Unit, if only one of the multiple Owners is present, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners is present, votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners cast the votes allocated to the Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

The total number of votes of all Voting Members shall be one hundred (100), and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "C".

The purchaser of a Unit, pursuant to an installment contract for purchase during such times as he or she resides in the Unit, shall have the right to vote for the election of members of the Board and to be elected and serve on the Board unless the seller expressly retains, in writing, any or all voting rights. In no event may the seller and purchaser both be permitted to vote for a particular office or be elected and serve on the Board.

5.04 Meetings:

(a) Quorum; Procedure: The presence at any meeting of Voting Members having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of Voting Members at which a quorum is present upon the affirmative vote of Voting Members having a majority of the total votes present at such meeting; provided, however, that matters subject to the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners at a meeting duly called for the purpose, shall include, but not be limited to: (i) merger or consolidation of Association; (ii) sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all or substantially all of the property and assets of the Association; and (iii) the purchase or sale of land or of Units on behalf of all Unit Owners. Any Voting Members, in writing, may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of Condominium Association without a meeting.

(b) Annual Meeting: There shall be an Annual Meeting of Voting Members on the third Tuesday in May of each succeeding year, at 7:30 p.m., on Property, or at such other reasonable place or time (not more than thirty [30] days before or after such date), as may be designated by written notice of Board delivered to Voting Members not less than ten (10) or more than thirty (30) days prior to the date fixed for said meeting.

(c) Special Meetings: Special Meetings of Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of Board, or by Voting Members having twenty percent (20%) of the total votes, and delivered not less than ten (10) or more than thirty (30) days prior to the date fixed

for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

5.05 Notice of Meetings: Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to Board for the purpose of service of notice or to the Unit of Owner with respect to which such voting right appertains, if no address has been furnished to Board.

5.06 Board; Election; Meetings:

(a) Voting Members shall, by a majority of the total votes present at such meeting, elect a Board for the forthcoming year. The Board shall consist of three (3) Owners. The terms shall be staggered such that in one (1) year two (2) Directors shall be elected and the following year (1) member shall be elected. Two (2) members shall constitute a quorum. Board members shall be elected for a term of two (2) years each. The Board shall meet at least four (4) times annually.

Vacancies in Board may be filled by the remaining members of the Board by two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners owning twenty percent (20%) of the votes of the Association requesting such a meeting. Directors so appointed or elected shall fill the vacancy for the unexpired portion of the term. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of Board may be called, held and conducted in accordance with such regulations as Board may adopt.

(b) The Board shall elect, from among its members:

(i) a President who shall preside over both its meetings and those of Voting Members (Condominium Association);

(ii) a Secretary who shall keep the minutes of all meetings of Board and of Voting Members and who shall, in general, perform all the duties incident to the office of Secretary; and

(iii) a Treasurer who shall keep the financial records and books of account.

(c) Any Board member may be removed from office by affirmative vote of Voting Members having at least two-thirds (2/3) of the total votes, at any Special

Meeting called for such purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of Voting Members at the same meeting or at any subsequent meeting called for that purpose.

(d) An Annual Meeting of Board shall be held immediately following the Annual Meeting of Unit Owners at the same location. Special Meetings of Board shall be held upon call by the President or by twenty-five percent (25%) of Board upon not less than forty-eight (48) hours' prior written notice to each member of Board, delivered personally, by United States mail or by telegram. Any member of Board may, in writing, waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of Board without a meeting.

(e) Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a Court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses; provided, however, that any vote on these matters shall be taken at a meeting or portion thereof, open to any Unit Owner; any Unit Owner may record the proceeds at meetings or portions thereof required to be open by tape, film or other means, and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(f) Members of Board shall receive no compensation for services rendered, unless expressly provided in resolutions duly adopted by Unit Owners.

(g) The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family have twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice, and such election shall be held within thirty (30) days after filing the petition. For purposes of this paragraph, a Board member's immediate family means the Board member's spouse, parents and children.

5.07 General Powers of Board: Without limiting the general powers which may be provided by law, this Declaration and Act, Board shall have the following general powers and duties:

- (a) to elect the officers of Condominium Association, as hereinabove provided;
- (b) to administer the affairs of Condominium Association and Property;

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(c) to engage the services of a manager or managing agent who shall manage and operate Property and Common Elements thereof for all Unit Owners, upon such terms and for such compensation and with such authority as Board may approve;

(d) to formulate policies for the administration, management and operation of Property and Common Elements;

(e) to adopt administrative rules and regulations governing the administration, management, operation and use of Property and Common Elements, and to amend such rules and regulations from time to time, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, or amendments thereto, notice of which contains the full text of the proposed rules and regulations, or amendments thereto, and which is delivered no less than ten (10) and no more than thirty (30) days prior to the date of the meeting. No quorum is required at such meeting of the Unit Owners;

(f) to provide for the maintenance, repair and replacement of Common Elements and payments therefor, and to approve payment vouchers or delegate such approval to the officers or the manager or managing agent;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others; to make purchases, provide for the maintenance, repair, replacement, administration, management and operation of Property and Common Elements; to delegate any such powers to manager or managing agent (and any such employees or other personnel who may be employed by managing agent);

(h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from Unit Owners their respective shares of such estimated expenses, as hereinafter provided; and

(i) to exercise all other powers and duties of Board or Unit Owners as a group referred to in Act, and all powers and duties of a Board referred to in this Declaration or in the By-Laws of Condominium Association.

5.08 Specific Powers of Board: The Board, for its benefit, the benefit of Condominium Association and all Unit Owners, shall acquire and shall pay, from the maintenance fund hereinafter referred to, the following:

(a) Utility Service for Common Elements: Water, waste removal, electricity and telephone, heat, power and other necessary utility service for Common Elements (and, if not separately metered or charged, for Units).

(b) Casualty Insurance: Insurance insuring Property against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions,

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for the full insurable replacement cost of Common Elements and Units. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be in the name of, losses covered by such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, members of the Board as trustees for each Unit Owner in his respective percentage of ownership interest in Common Elements as set forth in Exhibit "C". Board may engage the services of any bank or trust company authorized to transact business in the State of Illinois, having a capital of not less than FIVE MILLION DOLLARS (\$5,000,000.00), to act as trustee, agent or depository on behalf of Board for the purpose of receiving and disbursing insurance proceeds resulting from any loss, upon such terms as Board shall determine, consistent with the provisions of Act and this Declaration. The fees of such corporate trustee shall be included in Common Expenses. In the event of any loss in excess of the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), in the aggregate, Board shall engage a corporate trustee, as aforesaid, or in the event of any loss resulting in the destruction of the major part of one (1) or more Units, Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

The proceeds of such insurance shall be applied by Board or by the corporate trustee on behalf of Board, for the reconstruction of Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and Act; and the rights of the mortgagee of any Unit insured pursuant to any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of Act with respect to the application of insurance proceeds to reconstruction of Building. Payment by an insurance company to Board or to such corporate trustee of the proceeds of any policy and the receipt of release from Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by Board or the corporate trustee.

(c) Liability Insurance: Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable (but not less than FIVE HUNDRED THOUSAND DOLLARS [\$500,000.00] for any one person injured, ONE MILLION DOLLARS [\$1,000,000.00] for any one occurrence and ONE HUNDRED THOUSAND DOLLARS [\$100,000.00] for property damage), and other liability insurance as it may deem desirable, insuring each Unit Owner, with respect to that portion of the premises not reserved for their exclusive use, Condominium Association, its officers, members of Board, the manager and managing agent of Building, if any, and their respective employees and agents, from liability in connection with the ownership and/or use of Common Elements and Units, and the streets and sidewalks adjoining Property, and insuring the officers of Condominium Association and members of Board from liability for good faith actions beyond the scope of their respective authorities (Officers' and Directors' Liability Coverage). Such insurance coverage shall include cross liability claims of one or more

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insured parties against other insured parties. The insurance shall contain a waiver of any rights to subrogation by the insuring company against any of the above named insureds. The premiums for such insurance shall be Common Expenses.

The Board shall obtain and maintain fidelity insurance covering persons who control and disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall be the direct obligee of any such fidelity bond.

(d) Workmen's Compensation: Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

(e) Wages and Fees for Services: The services of any person or firm employed by Board, including, without limitation the services of a person or firm to act as manager or as managing agent for Property, the services of any person or persons required for maintenance or operation of Property, and legal and/or accounting services necessary or proper in the operation of Property or the enforcement of this Declaration, and for the organization, operation and enforcement of the rights of Condominium Association.

(f) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of Common Elements, including Limited Common Elements (but not including the interior surfaces of Units, which Owner shall paint, clean, decorate, maintain and repair, and not including any part of Common Elements which are the responsibility of Owners, subject to the provisions of subsection (i) of this Section 5.08 and such furnishings and equipment for Common Elements as Board shall determine are necessary and proper, and Board shall have the exclusive right and duty to acquire the same for Common Elements.

(g) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which, in its opinion, shall be necessary or provide for the maintenance and operation of Property as a first-class building or for the enforcement of this Declaration.

(h) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property, or any part thereof, which may, in the opinion of Board, constitute a lien against Property or against Common Elements, rather than merely against the interests therein of particular Owners; it being understood however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the

cost of discharging it and any costs incurred by Board by reason of said lien or liens shall be specially assessed to Owners.

(i) Certain Maintenance of Units: Maintenance and repair of any Unit, as provided in this Declaration, and maintenance and repair of any Unit, if such maintenance or repair is necessary in the discretion of Board to protect Common Elements, or any other part of a Building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair, delivered by Board to said Owner or Owners, PROVIDED THAT Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. Board, or its agents, may enter any Unit when necessary in connection with any maintenance or construction for which Condominium Association is responsible. Board may likewise enter any patio, balcony or Limited Common Element for maintenance, landscaping, gardening, snow removal, cleaning, repair, construction or painting. Such entry shall be made with as little inconvenience to Owners as practicable, and any damage caused thereby shall be repaired by Board at the expense of the maintenance fund. In the event of any emergency originating in or threatening any Unit, or in the event of Owner's absence from his Unit at a time when required alterations or repairs are scheduled, the management agent, his representative, or any other person designated by Board may enter the Unit immediately, whether or not Owner is present.

(j) Capital Additions and Improvements:

(i) Board's powers hereinabove enumerated shall be limited in that Board shall have no authority to acquire and pay, out of the maintenance fund, any capital additions and improvements (other than for purposes of replacing or restoring parts of Common Elements) having a total cost in excess of FIVE THOUSAND DOLLARS (\$5,000.00), without in each case the prior approval of Voting Members holding two-thirds (2/3) of the total votes. This limitation shall not be applicable to expenditures for repair, replacement or restoration of existing portions of the Common Elements.

(ii) The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association, delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure. Unless a majority of the total votes of the

Unit Owners are cast at the meeting to reject the expenditure, it is ratified. Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners.

(k) Certain Utility Services to Units: Board may pay, from maintenance fund, water taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by Board. The Board reserves the right to levy additional assessments against any Owner to reimburse Board for excessive use by such Owner of any utility service the expense of which is charged to maintenance fund.

5.09 Vouchers: All vouchers for payment of expenditures by Board shall be signed by such officer or officers, agent or agents of Board and in such manner as from time to time shall be determined by written resolution of Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

5.10 Rules and Regulations; Management:

(a) Rules: The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of Property, and for the health, comfort, safety and general welfare of Owners and Occupants of Property, after a meeting of Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and is given not less than ten (10) and no more than thirty (30) days prior to the date of the meeting; no quorum is required at such meeting of the Unit Owners. Written notice of such rules and regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management: The Board may engage the services of an agent to manage Property to the extent deemed advisable by Board.

(c) No Profitable Activity: Nothing hereinabove contained shall be construed to give Board authority to conduct an active business for profit on behalf of all Owners, or any of them.

ARTICLE SIX

Assessments – Maintenance Fund

6.01 Preparation of Estimated Budget:

(a) Each year, on or before December 1st, the Board will estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies

which will be required during the ensuing calendar year for the rendering of all services (after deducting all income received from separate assessments for parking spaces made pursuant to Section 4.05 hereof), including assessments which may be made by Corporation, as more fully set forth in Article Fourteen following, together with a reasonable amount considered by Board to be necessary for a reserve for contingencies and replacement, and shall supply to each Unit Owner, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget, together with an indication of which portions are intended for reserves, capital expenditures or repairs, or payment of real estate taxes. Each Owner shall receive notice, in the same manner as is provided for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto, or to adopt a separate (special) assessment.

(b) Except for expenditures relating to emergencies or mandated by law, which shall not be subject to Unit Owner approval, if an adopted budget or any special assessment adopted by the Board will result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Unit Owners are cast at a meeting to reject the budget or separate assessment, it is ratified. Any common expense not set forth in the budget or an increase in assessments over the amount adopted in the budget shall be separately assessed as a special assessment against all Unit Owners.

(c) As used herein, the term "emergency" means an imminent danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(d) The budget shall be assessed to Owner according to each Owner's percentage of ownership in Common Elements as set forth in Exhibit "C". On or before January 1st of the ensuing year and the first of each and every month of said year, each Owner shall be obligated to pay to Board or as Board may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section.

(e) On or before the date of the Annual Meeting of each calendar year, Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually insured and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the estimates provided, and indicating the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in Common Elements to the next monthly installments due from Owners pursuant to the current

year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

6.02 Reserve for Contingencies and Replacements: Board shall acquire and maintain a reasonable reserve for contingencies and replacements. To determine the appropriate amount of reserves, the Board shall take into consideration the following: (i) the repair and replacement costs, and the estimated useful life of the Property which the Association is obligated to maintain, including, but not limited to, structural and mechanical components, services of the Building and Common Elements and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) financial impact on Unit Owners and the market value of the Condominium Units of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing or refinancing. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve.

6.03 Failure to Prepare Annual Budget: The failure or delay of Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due within ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.04 Books and Records:

(a) the Board shall keep and maintain the following records at the Association office:

- (1) the Declaration, By-Laws and Plat and Amendments thereto;
- (2) the Rules and Regulations of the Association;
- (3) the Articles of Incorporation for the Association and all Amendments thereto;
- (4) minutes of all meetings of the Association and the Board for the immediately preceding seven (7) years;
- (5) all current insurance policies of the Association;
- (6) all contracts, leases and other agreements then in effect;

(7) a current listing of names, addresses and weighted vote of all Unit Owners entitled to vote;

(8) ballots and proxies related to ballots for all matters voted on by the Unit Owners during the immediately preceding twelve (12) months, including, but not limited to the election of the members of the Board; and

(9) books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including, but not limited to itemized and detailed records of all receipts and expenditures.

(b) Any Unit Owner shall have the right to inspect, examine and make copies of the records described in subdivisions (1), (2), (3), (4) and (5) of subsection (a) of this Section, in person or by agent, at any reasonable time or times. In order to exercise this right, a Unit Owner must submit a written request to the Board or its managing agent stating with particularity the records sought to be examined.

(c) Except as otherwise provided herein, any Unit Owner shall have the right to inspect, examine and make copies of the records described in subdivisions (6), (7), (8) and (9) of subsection (a), in person or by agent, at any reasonable time or times, but only for a proper purpose. In order to exercise this right, a member must submit a written request to the Board or the managing agent, stating with particularity the records sought to be examined and a proper purpose for the request.

(d) The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting Unit Owner. If a Unit Owner requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting Unit Owner.

(e) Notwithstanding the provisions of subsection (c) of this Section, unless otherwise directed by court order, the Association need not make the following records available to inspection, examination or copying by Unit Owners:

(1) documents relating to appointment, employment, discipline, or dismissal of Association employees;

(2) documents relating to actions pending against or on behalf of the Association or the Board;

(3) documents relating to actions threatened against, or likely to be asserted on behalf of the Association or the Board;

(4) documents relating to Common Expenses or other charges owed by any Unit Owner other than the requesting Unit Owner; and

(5) documents provided to the Association in connection with the lease, sale or other transfer of a Unit by a Unit Owner other than the requesting Unit Owner.

6.05 Status of Collected Funds: All funds collected pursuant hereto shall be held and expended for the purposes designated herein, and, except for such special assessments as may be levied hereunder against less than all Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments, shall be deemed to be held for the benefit, use and account of all Unit Owners in the percentages set forth in Exhibit "C".

6.06 Remedies for Failure to Pay Assessments: If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof, to bring an action for possession against such defaulting Unit Owner for the benefit of all the other Unit Owners in the manner prescribed by Article IX of the Illinois Code of Civil Procedure, or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against Unit Ownership of the Owner involved when payable, and may be foreclosed by an action brought in the name of Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the members of Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in Act; PROVIDED, HOWEVER, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may, from time to time, request in writing a written statement from Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within twenty (20) days, all unpaid Common Expenses which become due prior to the date of the making of such request, shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

6.07 Amendments: Except for such amendments as may be required to conform any provision of this Declaration to the requirements of law, all amendments to this Article Six shall only be effective upon unanimous written consent of Owners, and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of Common Elements or abandonment of his or their Unit.

ARTICLE SEVEN

Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as follows:

(a) Residential Purposes: No part of Property shall be used for other than housing and related common purposes for which Property was designed. Each Unit, or any two (2) or more adjoining Units used together, shall be used as a residence for a single family and for no other purpose. That part of Common Elements separating any two (2) or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined in writing by Board.

(b) Obstruction of Common Elements: There shall be no obstruction of Common Elements, nor shall anything be stored in Common Elements without the prior consent of Board, except as hereinafter expressly provided.

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in Common Elements which will increase the rate of insurance on Building, or contents thereof, applicable for residential use, without the prior written consent of Board. No Owner shall permit anything which will result in the cancellation of insurance on Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in Common Elements.

(d) Exterior Exposure of Building: Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of Board.

(e) Nuisances: No noxious or offensive activity shall be carried on in any Unit or in Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

(f) Impairment of Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided hereon. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of Board, an unreasonable disturbance to others.

(g) Laundry or Rubbish: No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of Common Elements. Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(h) Lounging or Storage in Common Elements: There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of Common Elements, except that baby carriages, bicycles and other personal property may be stored in a common storage area, if any, designated for the purpose, and balcony and patio areas may be used for their intended purposes.

(i) Prohibited Activities and Signs: 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 Property, nor, except with the consent of Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of Property or in any Unit therein. The right is hereby given to any mortgagee, who may become the Owner of any Unit, to place "For Sale" or "For Rent" signs on any Unit owned by such mortgagee and to the Board or its representatives to place "For Sale" or "For Rent" signs on any Unit or on Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee, or Board. The design, size and location of signs shall be approved by Board and must conform with ordinances adopted by the Village of Northbrook.

(j) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from Common Elements, except upon the written consent of Board.

(k) Parking Area: Parking Areas, if any, shall be used by Owners for parking purposes, subject to the exclusive rights of the respective Unit Owners.

(l) Certain Personal Professional Activities Permitted: The Unit restrictions contained in sub-paragraphs (a) and (j) of this Article Seven shall not, however, be construed in such a manner as to prohibit an Owner from (i) maintaining his personal professional library therein; (ii) keeping his personal, business or professional records or accounts therein; or (iii) handling his personal, business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customary incident to the principal residential use and not in violation of sub-paragraphs (a) or (j) of this Article Seven.

ARTICLE EIGHT

Sale, Leasing or Other Alienation

8.01 Renting or Leasing of Units:

(a) Each Unit Owner shall occupy and use such Unit as a private dwelling for himself and his immediate family. Notwithstanding any provisions of the Declaration to the contrary, renting or leasing of Units is prohibited, except as hereinafter provided. Subsequent to December 11, 1996, each Unit Owner shall have the right to lease his Unit

once for a period not to exceed more than one (1) year. To address special situations and to avoid undue hardship or practical difficulties, the Board of Directors may, but is not required to, grant permission to a Unit Owner to extend the lease entered into upon the terms and conditions set forth hereinabove for an additional period no more than twelve (12) months. Such permission may be granted by the Board of Directors only upon the written application by the Unit Owner to the Board. The Board of Directors shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease shall be submitted to the Board of Managers in the same manner as set forth for the original application for a lease, provided, however, that in no event shall any Unit Owner be permitted to lease or rent such Unit for a period in excess of twenty-four (24) consecutive months unless otherwise provided for hereinbelow. The decision of the Board of Directors shall be final and binding.

(b) The right to lease or rent a Unit as set forth hereinabove in subparagraph (a) shall not be exercised by a Unit Owner until such time as the Unit Owner has resided in the Unit for a minimum period of twelve (12) consecutive months.

(c) Any and all leases in force on December 11, 1996 are not affected by subsections (a) and (b) hereinabove; provided, however, that all such leases shall terminate upon the expiration of their terms, and shall not be renewed or extended beyond the leasehold term in effect on said date.

(d) The provisions of subsections (a), (b) and (c) shall not apply to the rental or leasing of Units to the parent or child of the Unit Owner or to the Association when it elects to exercise its rights under the Illinois Forcible Entry and Detainer Act. If a Unit is occupied by the parent or child of a Unit Owner and such parent or child shall vacate the Unit, such occupancy shall be deemed to satisfy the twelve (12) consecutive month provision contained in subparagraph (a) hereinabove and the Unit Owner shall thereafter have the right to enter into a lease pursuant to the terms of subparagraph (a).

(e) The provisions of the Act, the Declaration and other condominium instruments, and rules and regulations of the Association that relate to the use of the individual Unit or the Common Elements, shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in every lease. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board, or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin the tenant from occupying the Unit or seek to evict the tenant under the provisions of Article IX of the Illinois Code of Civil Procedure for failure of the lessor-owner to comply with this leasing requirement. The Board may also proceed directly against any tenant, at law or in equity, or under the provisions of Article IX of the Illinois Code of Civil Procedure, for any breach by tenant of any covenants, rules, regulations or by-laws.

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DATE: 11/11/96

8.02 Sale of Units: Any Owner who wishes to sell his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) to any person not related by blood or marriage to Owner (including the beneficiary of any Unit held in Trust) shall give to Board no less than thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser, and its or their financial and character references. Board, acting on behalf of the other Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase such Unit Ownership upon the same terms as the proposed sale, which option shall be exercisable for a period of forty-five (45) days following the date of receipt of such notice; PROVIDED, HOWEVER, that if the proposed purchase shall be for a consideration which Board, in its reasonable option, deems inconsistent with the bona fide fair market value of such Unit Ownership, Board may elect to exercise such option in the manner, within the period, and on the terms set forth in Section 8.02 following. If said option is not exercised by Board within the aforesaid option period, or if said option is properly waived, Owner (or lessee) may, at the expiration of said period) contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein, and, if he fails to close said proposed sales transaction within said sixty (60) days, his Unit Ownership shall again become subject to Board's right of first option as herein provided.

8.03 Gift:

(a) Any Owner who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of Owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to Board not less than ninety (90) days' prior written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. Board, acting on behalf of Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase such Unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided which option shall be exercisable until the date of expiration as provided herein.

(b) Within fifteen (15) days after receipt of said written notice by Board, Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three (3) arbitrators shall determine, by majority vote, the fair market value of Unit Ownership or interest therein which the Owner contemplated conveying by gift, and shall thereupon give written notice of such determination to Owner and Board. Board's option to purchase Unit Ownership or interest thereon shall expire forty-five (45) days after the date of receipt by it of such notice.

8.04 Devise:

(a) In the event any Owner dies leaving a will devising his or her Unit Ownership, or any interest therein, to any person or persons not heirs at law of the deceased Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, Board and their successors in office, acting on behalf of Unit Owners as hereinafter provided, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration.

(b) Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two (2) so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to Board, and said devisee or devisees, or personal representative, as the case may be.

(c) Board's right to elect to purchase the Unit Ownership or interest therein at the price determined by the three (3) arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money (directly or in escrow, pending title clearance) to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of Board or its authorized representative, pursuant to authority given to Board by Owners as hereinafter provided, to bid at any sale of Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that part of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

8.05 Involuntary Sale:

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days' prior written notice to Board of its intention so to do, whereupon the members of Board and

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their successors in office, acting on behalf of consenting Unit Owners as hereinafter provided, shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. Board shall be deemed to have exercised its option if it tenders the required sum of money (directly or in escrow pending title clearance) to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any monies required to be paid pursuant to the provisions of any mortgage or trust deed against his Unit Ownership, Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto, and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article Six hereof.

8.06 Transfer of Option Rights to Single Unit Owner or Group of Owners: Any right to purchase or lease which Board may have or obtain pursuant to the provisions of this Article may be transferred with the consent of Unit Owners, as hereinafter provided, to one or more Unit Owners so as to enable the said Unit Owner or Owners to acquire the subject Unit or interest as a personal investment; PROVIDED THAT Board is reasonably assured that such Unit Owner or Owners have the financial capacity to undertake such purchase or lease and will fulfill the requirements of said purchase or lease within all stipulative periods.

8.07 Consent of Voting Members: Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein, or transfer its rights to any single Unit Owner or group of Unit Owners, without the prior written consent of Voting Members holding at least seventy-five percent (75%) of the voting rights in the Condominium Association, and whose Unit Ownerships are not the subject matter of such option. The Board may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of Voting Members, which said consent shall set forth a maximum price which Board is authorized to bid and pay for said Unit or interest therein. If the requisite consent is obtained, any of the aforesaid options shall be exercised by Board solely for the use and benefit of all Owners, including the minority of Owners not consenting thereto.

8.08 Release, Waiver and Exceptions to Option: Upon the written consent of two (2) members of Board, any of the options contained in this Article Eight may be released or waived, and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article Eight.

8.09 Proof of Termination of Option: A certificate executed and acknowledged by the acting President or Secretary of Board, stating that the provisions of this Article Eight as hereinabove set forth have been met by an Owner, or duly waived by Board, and that the rights of Board hereunder have terminated, shall be conclusive upon Board and Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to an Owner who

has, in fact, complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee not to exceed TEN DOLLARS (\$10.00).

8.10 Financing of Purchase under Option:

(a) Acquisition of Unit Ownerships, or any interests therein, pursuant to the provisions of this Article, shall be made from the maintenance fund. If said fund is insufficient, Board shall levy any assessment against each Owner in the ratio that his percentage of ownership in Common Elements, as set forth in Exhibit "C", bears to the total of all such percentages applicable to Units subject to said assessments (thus, excluding the percentage of any Unit Ownership being the subject of the purchase), which assessment shall become a lien and shall be enforceable in the same manner as provided in Article Six).

(b) Board, in its discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; PROVIDED, HOWEVER, that no financing may be secured by an encumbrance or hypothecation of any part of Property other than the Unit Ownership, or interest therein, to be acquired. The loan documents evidencing such borrowing may be executed by members of Board, a nominee of Board, or by a land trust of which Board shall be the beneficiary.

8.11 Title to Acquired Interests: Unit Ownerships, or interests therein, acquired pursuant to the terms of this Article Eight, shall be held of record in the name of Board members and their successors in office, or such nominee as they shall designate, for the benefit of all Owners. Said Unit Ownerships, or interests therein, shall be sold or leased by Board in such manner as it shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which Board could levy a special assessment pursuant to the terms of Section 8.09(a) above.

8.12 Responsibility of Transferees for Unpaid Assessments: In a voluntary transfer of a Unit, the transferee of Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from Board, or its President, or managing agent of Condominium Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due Condominium Association, and such transferee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid assessments made by Condominium Association against the transferor in excess of the amount therein set forth.

ARTICLE NINE

Damage or Destruction and Restoration of Building

9.01 Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of Property, or any part thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by Board, or the payee of such insurance proceeds, in payment thereof; PROVIDED, HOWEVER, that in the event that within thirty (30) days after said damage or destruction, the Owners thereof elect either to sell Property, as hereinafter provided, or withdraw Property from the provisions of this Declaration and from the provisions of Act, as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by Board, or the payee of such insurance proceeds, among all Owners according to each Owner's percentage of ownership in Common Elements, as set forth in Exhibit "C", after first paying out of the share of each Owner, the amount of any unpaid liens on his Unit, in order of priority of such liens.

(b) Insufficient Insurance: In the event Property or the improvements situated thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred eighty (180) days after said damage or destruction, then the provisions of Act in such event shall apply.

9.02 Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article Nine, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE TEN

Sale of the Property

10.01 Voluntary Sale of Property: Owners, by affirmative vote of at least seventy-five percent (75%) of the total vote, at a meeting duly called for such purpose, may elect to sell Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereunder become the duty of every Unit Owner to execute and deliver such instruments, and to perform all

acts as in manner and form may be necessary to effect such sale; PROVIDED, HOWEVER, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with Board within twenty (20) days after the date of the meeting, at which such sale was approved, shall be entitled to receive, from the proceeds of such sale, an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and Board may each select an appraiser, and the two (2) appraisers so selected shall select a third. The fair market value, as determined by a majority of the three (3) appraisers so selected shall control. If either Unit Owner or Board shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal.

ARTICLE ELEVEN

Remedies for Breach of Covenants, Restrictions and Regulations

11.01 Abatement and Enjoinment: The violation of any restriction or condition or regulation adopted by Board, or the breach of any covenant or provision herein contained, shall give Board the right, in addition to the rights set forth in the next succeeding section:

(a) to enter upon Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Trustee, or its successors or assigns, or Board, or its 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. All expenses of Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of Common Expenses, and Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by Board.

11.02 Involuntary Sale: If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by Board, and such violation shall continue for thirty (30) days after notice in writing from Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from Board, then Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the defaulting Owner to continue as an Owner and to continue to occupy, use or control his

Unit. Thereupon an action in equity may be filed by the members of Board against the defaulting Owner for a decree of mandatory injunction against Owner or Occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of the defaulting Owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of Owner in Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed of Unit Ownership and, subject to Board's rights as provided in Section 8.04(a) hereof, 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. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of Condominium Association, in the place and stead of the defaulting Owner.

ARTICLE TWELVE

Incorporation of Condominium Association

Formation of Condominium Association: The Condominium Association has been organized pursuant to the Not-For-Profit Corporation Act of the State of Illinois, to facilitate administration and operation of Property under the name The Harborside Condominium I Association. Every Owner is a member thereof, which membership terminates upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member thereof.

ARTICLE THIRTEEN

General Provisions

13.01 Notices to Mortgage Lenders: Upon written request to Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

13.02 Service of Notices on Board: Notices required to be given to Board or Condominium Association may be delivered to any member of Board or officer of Condominium Association, either personally, or by mail, addressed to such member or officer at his Unit.

13.03 Service of Notices on Devisees and Personal Representative: Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court when the estate of such deceased Owner is being administered.

13.04 Covenants to Run with Land: Each grantee of the original title holder of the Development Parcel, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed, or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest in Property, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

13.05 Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

13.06 Amendments to Declaration: The provisions of Articles Two, Three and Six, and Sections 8.06 and 13.06 of this Declaration may be changed, modified or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by Board, all Owners and all mortgagees having bona fide liens of record against Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by Board and Owners having at least seventy-five percent (75%) of the total vote, and containing an affidavit by an officer of Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon the recording of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; PROVIDED, HOWEVER, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

13.07 Severability: The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or of any part hereof, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

13.08 Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions; (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now

living lawful descendants of Richard J. Daley, Mayor of the City of Chicago, Illinois, and the late Robert F. Kennedy, former Junior Senator from the State of New York.

13.09 Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium apartment development.

13.10 Ownership by Trust: In the event title to any Unit Ownership is conveyed to a land title holding trust pursuant to the terms of which all powers of management, operation and control of the trust property remain vested in the trust beneficiary, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtednesses and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No liability shall be asserted against any such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership, notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such Unit Owners.

13.11 Indemnity to Board Members: The members of Board and the officers thereof, or of Condominium Association, shall not be liable to Unit Owners for any mistake of judgment, or any acts or omissions made in good faith as such member or officers. The Unit Owners shall indemnify and hold harmless such of those Board members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of Unit Owners or Condominium Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of Unit Owners or Condominium Association. The liability of any Unit Owner arising out of any contract made by such members or officers, or out of the aforesaid indemnity, shall be limited to such proportion of the total liability thereunder as his percentage of interest in Common Elements bears to the total percentage interest of all Unit Owners in Common Elements. Each agreement made by such members or officers, or by the managing agent on behalf of Unit Owners or Condominium Association, shall be executed by such members, officers or managing agent, as the case may be, as agents for Unit Owners, Board or Condominium Association.

Condominium Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of Condominium Association), by reason of the fact that he is or was a member of Board or an officer of Condominium Association or a member of any committee appointed pursuant to By-Laws of Condominium Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or imposed on him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of Condominium Association, and, with respect to any criminal action or proceedings, had no reasonable cause to

believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in or not opposed to the best interests of Condominium Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

Any indemnification set forth above shall include costs, expenses and legal fees actually and reasonably incurred by any person indemnified by reason of this Article Thirteen.

ARTICLE FOURTEEN

Ancient Tree

14.01 Corporate Organization and Purpose: Corporation has been organized as a Not-For-Profit Corporation pursuant to the laws of the State of Illinois. Corporation has adopted By-Laws and has the right to adopt rules and regulations. Corporation has been established, among other things, for the purpose of accepting title to Common Property and Facilities and Limited Common Property and Facilities (as defined in Master Declaration) and providing services relative thereto and "Special Services" (as such term is defined in Master Declaration) for the benefit of all Owners and Occupants of Dwelling Units situated on real estate submitted or to be submitted to Master Declaration. Corporation has, or will hold, title to and regulate the use of common areas within the real estate submitted to Master Declaration (including the Property), and shall perform certain services relative thereto.

14.02 Membership in Corporation: Each Person who shall become the Owner of a Unit shall thereupon become and shall continue to be a member of Corporation so long as he, she or it retains ownership of a Unit, and upon transfer of title thereto, the successor Owner or Owners of title to such Unit shall, upon conveyance of title to such Unit, immediately become a member of Corporation.

14.03 Corporation Assessments: The costs incurred by Corporation to own property and provide services to its members shall be allocated as specified in its Articles of Incorporation, By-Laws and the provisions of Master Declaration. Any sums from time to time assessed to or against the Board of Condominium Association shall be deemed to be a lawfully agreed upon common expense, as provided in Section 9 of Act, incurred by Board on behalf of Condominium Association as provided herein, and, in turn, shall be assessed and collected in accordance with each Unit Owner's interest in Common Elements, as specified in Article Six hereof. Board shall have all of the powers hereinabove granted to it for the purpose of enforcing the collection of such assessments.

14.04 Board of Directors: The Board of Directors of Corporation shall be elected in the manner provided in the Articles of Incorporation and By-Laws of Corporation; PROVIDED, HOWEVER, that such Board of Directors shall include a representative of Unit Owners of

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Condominium Association or of any other condominium association within any real estate submitted to Master Declaration.

14.05 Priorities: This Declaration and the rights, powers, privileges, immunities, duties and obligations of Condominium Association and each Person who or which is now or may hereafter become an Owner of a Unit hereunder, are subject to and shall have the benefit of the terms, covenants, conditions and easements set forth in Master Declaration insofar as the same relate to Property and to the interests of each and every Owner of a Unit.

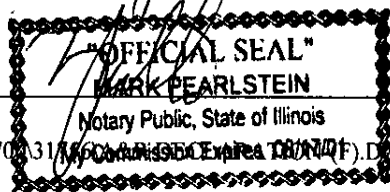
IN WITNESS WHEREOF, the Board of Directors of The Harborside Condominium I Association has caused this Amended and Restated Declaration to be executed the date first above written.

BOARD OF DIRECTORS OF THE HARBORSIDE
CONDOMINIUM I ASSOCIATION

The undersigned, being the President of The Harborside Condominium I Association, certifies that a copy of the Amended and Restated Declaration of Condominium Ownership And Of Easements, Restrictions and Covenants For The Harborside Condominium I was sent by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership not less than ten (10) days prior to the date of this Affidavit.

_____, President
 The Harborside Condominium I Association

Subscribed and sworn on this
30 day of June, 2000.

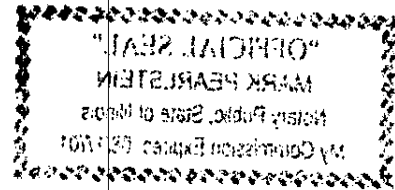


317033111600011550-EXP-121717(F).DOC

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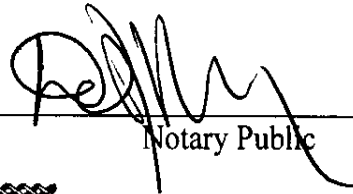
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

00585823

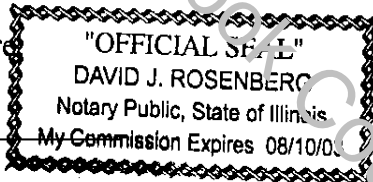
I, DAVID J. ROSENBERG, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT AURIA E. ROSENBERG, STANLEY P. SCHRETTER, BARNARD SCHATZMAN, ROBERT BERMAN and PHYLLIS MAWITZ, personally known to me to be the members of the Board of Directors of The Harborside Condominium I Association, a Not-For-Profit Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of JUNE, 2000.



Notary Public

My Commission Expires _____



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UNIT OWNER APPROVAL OF THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE HARBORSIDE CONDOMINIUM I

00585823

The undersigned, each being a Unit Owner in The Harborside Condominium I Association, by their signatures hereon, do hereby approve Sections 4.10 and 5.01 of the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for The Harborside Condominium I.

Section 4.10 deletes the last paragraph of this provision which states that each Unit Owner waives and releases any claims which he may have against another Unit Owner, the Association, the Board or the managing agent.

Section 5.01 states that the Board shall consist of three (3) to six (6) members. The exact number will be set by the Board before each Annual Meeting.

Name	Unit No.	Name	Unit No.	Name	Unit No.
J. J. J. J.	101	M. J. J. J.	208	Kathryn A. Connell	#107
D. J. J. J.	204	J. J. J. J.	201	K. J. J. J.	#111
D. J. J. J.	103	M. J. J. J.	210	J. J. J. J.	204
J. J. J. J.	102				
J. J. J. J.	110				
M. J. J. J.	408				
N. J. J. J.	106				
D. J. J. J.	305				
L. J. J. J.	203				
E. J. J. J.	106				
J. J. J. J.	301				
J. J. J. J.	109				
J. J. J. J.	302				
J. J. J. J.	307				
N. J. J. J.	306				
J. J. J. J.	311				
A. J. J. J.	308				
J. J. J. J.	303				
J. J. J. J.	105				
J. J. J. J.	211				
N. J. J. J.	205				
J. J. J. J.	105				

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EXHIBIT A

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, PH1, PH2, PH3, PH4, PH5, PH6, PH7, PH8, PH9, PH10 and PH11 in The Harborside Condominium I as delineated on the survey of the following described parcel of real estate:

The North East quarter of the South West quarter of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian (except the West 20.0 feet thereof); also the South 72.00 feet of the South East quarter of the North West quarter of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian (excepting therefrom the West 20 feet thereof and excepting also that part thereof lying North and East of the following described line: beginning at a point on the East line of the North West quarter of said Section 8.417.30 feet North of the South East corner of said North West quarter; thence West at right angles to the East line of said North West quarter 442.00 feet; thence North Westerly on a line forming an angle of 55 degrees, 53 minutes, 22 seconds with the prolongation of the last described line, 148.01 feet more or less to a point on a line 525.00 feet West of the East line of said North West quarter; thence North on a line 525.00 feet West of and parallel to the East line of said North West quarter, 156.00 feet more or less to a point on the North line of the South 702.00 feet of the South East quarter of the North West quarter of said Section 8, all in Cook County, Illinois, a part of which is now designated as Ancient Tree Unit One, being a subdivision of parts of the Northeast one-quarter of the Southwest one-quarter and the Southwest one-quarter of the Northwest one-quarter of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, and a part of which is now designated as Ancient Tree Unit One-A, being a resubdivision of part of Lot 1003 and all of Lots 1004 in Ancient Tree Unit One, in Cook County, Illinois.

The West 20.0 feet of the North East quarter of the South West quarter of Section 8 and the West 20.0 feet of the South 648.26 feet of the South East quarter of the North West quarter of said Section 8, together with the North West quarter of the South West quarter of the North West quarter of Section 8, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL II

The East 561.0 feet of the Northwest quarter of the Northeast quarter of Section 7, Township 42 North, Range 12, East of the Third Principal Meridian (except that part of said East 561.0 feet, described as follows: Beginning at the Northwest corner of said East 561.0 feet of the Northwest quarter of the Northeast quarter of Said Section 7; thence South along the West line of said East 561.0 feet, a distance of 200.0 feet; thence East parallel with the North line of said Northwest quarter of the Northeast quarter 435.60 feet; thence North parallel with the West line of said East 561.0 feet, a distance of 200.0 feet to the North line of said Northwest quarter of the Northeast quarter and running thence West along said North line 435.60 feet to the place of beginning), which survey is attached as Exhibit B as recorded in the Recorder's Office, Cook County, Illinois as document No. 23640230.

THE HARBORSIDE CONDOMINIUM I ASSOCIATION

UNIT	PERCENTAGE INTEREST IN COMMON ELEMENTS
101	2.76000
102	2.78000
103	3.32000
104	4.07000
105	3.32000
106	3.31000
107	2.79000
108	3.32000
109	2.23000
110	2.72000
111	2.72000
201	2.78000
202	2.78000
203	3.32000
204	4.00000
205	3.31000
206	3.31000
207	2.78000
208	3.31000
209	2.14000
210	2.76000
211	2.76000
PH1	2.81000
PH2	2.80000
PH3	3.34000
PH4	4.07000
PH5	3.32000
PH6	3.32000
PH7	2.79000
PH8	3.28000
PH9	2.24000
PH10	2.72000
PH11	2.72000

TOTAL 100.00%

EXHIBIT "C"

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PIN Nos.:

04-08-300-058-1001	04-08-300-058-1012	04-08-300-058-1023
04-08-300-058-1002	04-08-300-058-1013	04-08-300-058-1024
04-08-300-058-1003	04-08-300-058-1014	04-08-300-058-1025
04-08-300-058-1004	04-08-300-058-1015	04-08-300-058-1026
04-08-300-058-1005	04-08-300-058-1016	04-08-300-058-1027
04-08-300-058-1006	04-08-300-058-1017	04-08-300-058-1028
04-08-300-058-1007	04-08-300-058-1018	04-08-300-058-1029
04-08-300-058-1008	04-08-300-058-1019	04-08-300-058-1030
04-08-300-058-1009	04-08-300-058-1020	04-08-300-058-1031
04-08-300-058-1010	04-08-300-058-1021	04-08-300-058-1032
04-08-300-058-1011	04-08-300-058-1022	04-08-300-058-1033

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