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PREAMBLE TO THE  
FIRST  
CONSOLIDATED, AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR

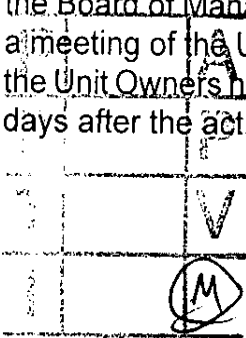
WINNETKA MANOR CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants (hereafter the "Declaration"), for Winnetka Manor Condominium Association (hereafter the "Association") was recorded on June 22, 1990 as Document No. 90300819 in the Office of the Recorder of Deeds of Cook County, Illinois against the Property legally described in Exhibit "1" attached hereto, and the Property has been submitted to the provisions of the Illinois Condominium Property Act ("Act"); and

WHEREAS, the Declaration has been amended from time to time by the following documents (hereinafter referred to as the "Amendments") recorded with the Recorder of Deeds of Cook County, Illinois:

<u>Document No.</u>	<u>Recording Date</u>
90497073	October 4, 1990;
00539102	July 19, 2000; and
00539103	July 19, 2000.

WHEREAS, Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27, provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The Section 27(b) of the Act amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the Unit Owners at a meeting of the Unit Owners duly called for that purpose pursuant to a written petition of the Unit Owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve such amendment; and



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WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is in conflict; and

WHEREAS, because of this conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association; and

WHEREAS, the Section 27(b) of the Act amendments to the Declaration were approved by at least two-thirds ( $\frac{2}{3}$ ) of the members of the Board of Managers of the Association at a duly called meeting held July 27, 2000; and

WHEREAS, the Board of Managers of the Association has given written notice of its action to all unit owners according to the procedures set forth in the Act, and the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(3) of the Act;

WHEREAS, the Board recognizes the burden and practical difficulty on the Board and the Owners and others in reviewing, consulting and referring to the Declaration, the Amendments, the Section 27(b) of the Act amendments; and

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Declaration, the Amendments, the Section 27(b) of the Act amendments, and the substantive amendments into one document (hereafter referred to as the "First Consolidated, Amended And Restated Declaration"), to provide the Board, Owners and others with a convenient document that restates the substantive provisions of the Declaration and reflects the accumulated Amendments for ease of reference; and

WHEREAS, the First Consolidated, Amended And Restated Declaration truly and accurately reflects the Declaration as amended from time to time, and the Board desires to record the First Consolidated, Amended And Restated Declaration in order to memorialize all of the foregoing action.

NOW THEREFORE, in furtherance of the foregoing recitals, the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Winnetka Manor Condominium Association Condominium is hereby amended and restated in accordance with the attached First Consolidated, Amended And Restated Declaration and is being recorded for the above stated purposes.

BOARD OF MANAGERS OF WINNETKA MANOR CONDOMINIUM ASSOCIATION

THIS PREAMBLE IS NOT PART OF THE FIRST CONSOLIDATED, AMENDED AND RESTATED DECLARATION OF WINNETKA MANOR CONDOMINIUM

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**CONSOLIDATED, AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR  
WINNETKA MANOR CONDOMINIUM**

THIS IS A CONSOLIDATION, AMENDMENT AND RESTATEMENT OF A DECLARATION originally made by LaSALLE NATIONAL BANK, as Trustee under Trust Agreement dated May 20, 1989 and known as Trust No. 114419 acting under the direction of the parties authorized to direct the Trustee, and not individually, (hereinafter for convenience referred to as "Trustee");

**WITNESSETH:**

WHEREAS, the Trustee is the owner in fee simple of certain real estate in Winnetka, Cook County, Illinois, legally described as follows:

Lots 6 and 7 in Block 2 in Lakeside Jared Gage's Subdivision of part of the North west quarter of fractional Section 17 and part of the East half of the South West Quarter of fractional Section 8 Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

WHEREAS, the above described real estate is now improved with an apartment building containing residential apartment units and commercial stores, which building is commonly known as Winnetka Manor Condominium, located on the northwest corner of Merrill St. & Linden Ave., Winnetka ("Hubbard Woods"), Illinois

WHEREAS, it is the desire and intention of the Trustee to enable the real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon and all rights and privileges belonging or anywise pertaining thereto, (hereinafter called the "property"), to be owned by Trustee and by each successor in interest of Trustee, under that certain type or method of ownership commonly known as "CONDOMINIUM", and to submit the property to the provisions of the "Condominium Property Act" of the State of Illinois as amended from time to time; and

WHEREAS, the Trustee has elected to establish, for its benefit and for the mutual benefit of all future owners or occupants of the property, or any part thereof, which shall be known as "Winnetka Manor Condominium", certain easements and rights in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, the Trustee has further elected to declare that the several owners, mortgagees, occupants, and other persons acquiring any interest in the property shall at

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all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such property and are established, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the property.

NOW, THEREFORE, Trustee aforesaid, as the titleholder of the real estate hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

## ARTICLE I 1. DEFINITIONS

(a) The following words and terms, whenever used herein, unless the context otherwise requires, shall have the same meaning as provided for such words and terms in Section 2 of the Act,

"Parcel," "Property," "Unit," "Common Elements," "Person," "Unit Owner," "Majority," "Majority of the Unit Owners," "Plat," "Record," "Condominium Instruments," "Common Expenses," "Association," "Building"

(b) The following words whenever used herein unless the context otherwise requires, shall have the meaning set forth below:

"Board": the Board of Managers elected as hereinafter provided.

"First Mortgagee": a person, bank, savings and loan association, insurance company or other entity, which, or who, owns and holds a first mortgage or first trust deed, with respect to any portion of the Property.

"Maintenance Fund": all monies collected by the Association pursuant to the terms hereof.

"Occupant": a person or persons, other than a Unit Owner, in possession of one or more Units.

"Trustee": means either the trustee under Trust Agreement dated May 30, 1989, and known as Trust No. 114419, or the beneficiary under said Trust Agreement.

"Voting Member" means the person entitled to exercise all voting powers in respect to each Unit Ownership.

"Developer": means any person who submits property legally or equitably owned by him to the provisions of this Act, or any person who offers units legally or equitably

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owned by him for sale in the ordinary course of his business, including any successor or successors to such developers' entire interest in the property other than the purchase of an individual unit.

"Add-on Condominium": means a property to which additional property may be added in accordance with condominium instruments and this Act.

"Limited Common Elements": means a 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.

"By-laws": Each and every of the provisions for the administration of the property, including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended, the same to have full force and effect whether applied to or by Trustee aforesaid, the Board of Managers, or the Association as hereinafter defined.

"Act": the "Condominium Property Act" of Illinois, as amended from time to time.

"Declaration": the instrument by which the property is submitted to the provisions of this Act, as hereinafter provided, and such declaration as from time to time amended.

"Conversion Condominium": means a property which contains structures, excepting those newly constructed and intended for condominium ownership, which are, or have previously been wholly or partially occupied before recording of condominium instruments by persons other than those who have contracted for the purchase of condominium.

"Purchaser": means any person or persons other than the Developer who purchase a unit in a bona fide transaction for value.

"Commercial Unit": a unit owned by a unit owner for commercial purposes.

"Reserves": means those sums paid by unit owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the condominium instruments.

## **2. SUBMISSION**

The Trustee hereby submits the real estate, together with all buildings, structures, improvements, and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Act.

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## ARTICLE II UNITS

1. Legal Description. The legal description of each unit shall consist of the identifying number or symbol of such unit as shown on Plat. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such unit as shown on the Plat. Except as provided by the Condominium Property Act, no 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 shown on Exhibit "A".

2. Certain Structures Not Constituting Part of a Unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

## ARTICLE III COMMON ELEMENTS

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, stairways, entrances and exits, elevators, halls, courtyards, lobbies, corridors, laundry, storage areas, janitor's or custodian's' apartment, basement, roof, structural parts of the Building, parking facilities, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

2. Ownership of Common Elements. Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and 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 Owners. The Trustee has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto.

3. Common Expenses. Each unit owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common

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Expenses." Such proportionate share shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit "B". Payment thereof shall be in such amount and at such times as may be provided by the By-Laws. In the event of the failure of a unit owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such unit owner, as provided by the Act, provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, owned or held by a bank, insurance company or savings and loan association, or other lender, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose its mortgage.

4. Limited Common Elements. Except as otherwise in this Declaration provided, Limited Common Elements shall consist of all portions of the Common Elements set aside and allocated for the restricted use of particular Units. Without limiting the generality of the foregoing, the Limited Common Elements shall include the following, all of which are indicated as such on the Plat, parking area and parking spaces; any patio, terrace or balcony direct access to which is provided from a unit and which is located outside of and adjoining such Unit.

5. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the transfer may be made only in accordance with the Condominium Instruments and the provisions of this Declaration. Each transfer shall be made by an Amendment to the Declaration executed by all unit Owners who are parties to the transfer and consented to by all other unit Owners who have any right to use the Limited Common Elements affected. The Amendment shall contain a certificate showing that a copy of the Amendment has been delivered to the Board of Managers. The Amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the Amendment has been recorded.

6. Notwithstanding anything contained in this Article III, or in any other part of this entire Declaration of Condominium to the contrary, the unit owner or owners of the store or stores shall have no interest or involvement in any of the following common elements: courtyard, elevators, lobbies, laundry area; residential entrances and exits; residential hallways, corridors, stairways and staircases. No expenses, upkeep or otherwise, shall be assessed store owners for these elements.

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## ARTICLE IV GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium Property Act". The Property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Illinois. The provisions of said Act, and each of them, are hereby expressly incorporated herein by thus reference thereto as though the same were fully herein set forth, provided, however, that wherever the Act or any portion thereof shall conflict or be otherwise inconsistent with any of the terms in this Declaration set forth, the provisions of this Declaration unless expressly prohibited by said Act, shall prevail.

2. 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 the 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 taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements. (a) Encroachments. In the event that, by reason of the construction, settling or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any 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 portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the 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 Unit encroach or shall hereafter encroach upon any part of any Unit, then in such event, valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such unit and the Common Elements, as the case maybe, 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 the 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 the Property by the other Owners or if it occurred due to the wilful conduct of any Owner.

(b) Utility Easements. The Village of Winnetka, The Illinois Bell Telephone Company, and all other public utilities serving the Property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Common Elements for the purpose of providing utility services to the Property.



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(c) Storage and Laundry Areas. Any storage and laundry areas in the Building outside of the respective Units, shall be part of the Common Elements, and exclusive use, possession and right to the income, profits and avails thereof, if any, of such area shall be allocated among the respective Owners in such manner and subject to such rules and regulations as the Trustee, or the Board of Managers constituted as hereinafter provided, may prescribe. Each Owner shall be responsible for his personal property in the storage area. The Board of Managers and the Association shall not be considered the bailee of such personal property and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board of Managers and/or the Association.

(d) 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 the undersigned, its successors and assigns, and any Owner, Purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantee, Mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## ARTICLE IV (a) BY-LAWS

The provisions of Articles V, VI, VII, VIII, IX, X and XI shall constitute the By-Laws of the Association and the By-Laws prescribed by the Act.

## ARTICLE V ADMINISTRATION

1. Administration of Property. The direction and administration of the Property shall be vested in the Board of Managers (hereinafter referred to as the "Board"), consisting of five persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be a commercial unit owner or one of the Owners; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board.

2. Association. The Trustee, upon the sale of one or more Units, and prior to the election of the first Board of Managers, and the Board of Managers at any time

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thereafter, may cause to be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, to be called "The Winnetka Manor Condominium Association" or a name similar thereto, which corporation (herein referred to as the "Association") shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board of Directors of the Association shall be deemed to be the "Board of Managers" referred to herein and in the Condominium Property Act. Upon the formation of such Association, every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership therein.

3. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereinafter referred to as a "voting member." Such voting member may be the Owner or one 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 the Board and shall be revocable at any time if actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such 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 proxy. The total number of votes of all voting members shall be 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 the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B". Trustee shall be the voting member with respect to any Unit Ownership owned by the Trustee. Any proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy, and that every proxy must bear the date of execution. Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. When 30% or fewer of the Units, by number, possess over 50% in the aggregate of the votes in the Association, any percentage vote of members specified herein or in the condominium instruments shall require the specified percentage by number of units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable. The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election. Where there is more than one owner of a Unit, if only one of the multiple

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owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the 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 when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit. Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) 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 (3) the purchase or sale of land or of Units on behalf of all Unit Owners.

(2) In the event of a resale of a condominium unit the purchaser of a unit from a seller other than the developer pursuant to an installment contract for purchase shall during such times as he or she resides in the unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents.

4. Meetings. (a) Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meeting. The initial meeting of the voting members shall be held upon twenty-one (21) days' written notice given by the Trustee. Such written notice may be given at any time after at least fifty-five (55%) percent of the Units are sold but must be given not later than thirty (30) days after twenty (20) of the Units are sold. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of March following such initial meeting, and on the first Tuesday of March of each succeeding year thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days after such date) as may be designated by written notice of the Board is delivered to the voting members not less than twenty-one (21) days prior to the date

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fixed for said meeting. The Unit Owners shall hold an annual meeting, one of the purposes of which shall be to elect members of the Board of Managers.

(c) Special Meeting. Special meetings of the voting members may be called at any time for the purpose of considering which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose, said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the voting members having twenty percent (20%) of the total votes. The notices shall specify the date, time and place of the meeting and the matters to be considered.

5. Notices 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 the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right pertains, if no address has been given to the Board. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days notice of the time, place, and purpose of such meeting.

6. Board of Managers. (a) The election of the initial Board of Managers shall be held not later than 60 days after the conveyance by the developer of 75% of the units, or 3 years after the recording of the declaration, whichever is earlier. At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year, consisting of five (5) owners. Each member of the Board shall be elected by Unit Owners as aforesaid. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation for a term of one (1) year or until their successors are elected. The remaining members of the Board may fill a vacancy on the Board by a 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 a vacancy on the Board 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 such a meeting. 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 the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. The terms of at least one-third of the members of the Board shall expire annually and all members shall be elected at large. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time. The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates

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are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board.

(b) The Board shall elect from among its members, a President, who shall preside over both its meetings and those of the voting members, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of secretary, and a Treasurer to keep the financial records and books of account. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers. The remaining members of the Board may fill a vacancy among the officers for the unexpired term of office.

(c) Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the voting members at the same meeting or any subsequent meeting called for that purpose.

(d) The Board of Managers in a condominium with 30 or more units shall require (1) that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in the custody of the Association plus the Association reserve fund, the premium cost of which shall be paid by the Association and (2) that all management companies who either handle or are responsible for funds held or administered by the Association shall furnish a fidelity bond to the Association which covers the maximum amount of association funds and association reserves that will be in the custody of the management company, the premium cost of which shall be paid by the Association, and shall at all times maintain a separate account for each reserve fund, for the total operating funds of the Association managed by the management company, and for all other moneys of the management company. The management company may hold all operating funds of Associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each Association in such operating account.

For the purpose of this subsection a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a Unit Owner, Unit

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Owners or Association of Unit Owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act. For purposes of this subsection, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the Association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board of Managers, if not otherwise established by the Declaration or By-Laws.

7. General Powers of the Board. The Board for the benefit of all the Owners, shall have the following powers and shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Water, waste removal, electricity and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units. However, the Commercial Unit Owners shall contract for and bear the full expense of separate waste removal service for their units.

(b) A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units written in the name of, and the proceeds thereof shall be payable to the Association, if any, or the Members of the Board, as Trustees for each of the Owners in the percentages established in Exhibit "B". Prior to obtaining any such policy or policies of insurance, or any renewal thereof, the Board may obtain an appraisal from a qualified appraiser for the purpose of determining the full replacement value of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any and all such appraisals shall be common expenses. Each Owner shall notify the Board in writing of any additions or alterations to his Unit resulting in increased value thereof and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. All such policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each unit, if any, as their respective interests may appear, (2) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act of neglect of any Owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Condominium Property Act, and (4) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days' prior written notice to the mortgagee of each unit. Notwithstanding the issuance of standard mortgage clause endorsements, any losses under such policy of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance

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with the provisions of this Declaration and the Condominium Property Act. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois and having a capital of not less than \$5,000,000.00 to act as Insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any such loss shall exceed \$50,000.00, the Board upon written demand of the mortgagee of any Unit shall engage the services of an Insurance Trustee as aforesaid. The fees of such insurance Trustee shall be common expenses.

(c) Comprehensive, public liability and property damage insurance in such limits as the Board shall deem desirable, insuring the members of the Board, the managing agent, if any, their agents and employees, and the Owners including Trustee, from any liability in connection with the Common Elements or the streets and sidewalks adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Workman's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) The services of any person or firm employed by the Board and to engage the services of a manager or managing agent who shall manage and operate the property and Common Elements thereof for all of the Unit Owners upon such terms and for such compensation and with such authority as the Board may approve.

(f) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units and of the hallway doors and windows appurtenant thereto, which the Owners themselves shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements, and to provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (f) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "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

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mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of managers, upon written petition by Unit Owners with 20 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.

(g) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By Law, of which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium building or for the endorsement of these restrictions.

(h) 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 the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Owners. 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 the same, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed against said Owners.

(i) Maintenance and repair of any Unit, if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the Building, and an Owner of any Unit has 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 the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

(j) The Board may by unanimous vote engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

(k) The Board or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(l) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common



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Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Three Thousand Dollars (\$3,000) without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes. The Board of Managers 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 has 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 provision, a Board member's immediate family means the Board member's spouse, parent, and children.

(m) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board.

(n) The Board may adopt and amend rules and regulations covering the details of the operation and use of the Property after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments.

(o) The Board, by vote of the voting members having two-thirds (2/3) of the total votes, may elect to have the cost of any or all of the goods and services described in subsection (a) above, assessed specially to each Owner in proportion to his use of or benefit from such goods and services.

(p) The Board, by vote of at least two-thirds (2/3) of the voting members shall have the authority to lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration.

(q) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

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(r) Each Owner shall be responsible for his own insurance on the contents of his own unit and his adding, alterations or improvements thereto and decorating, furnishings, personal property therein and his personal property stored elsewhere on the property and his personal liability all to the extent not covered by fire and liability insurance for all of the Unit Owners obtained as a part of the common expenses.

(s) The Board, upon affirmative vote of not less than a majority of the Owners have the right to seek relief from and in connection with the assessment or levy of any taxes, special assessments or charges and to charge and collect all expenses incurred therewith as common expenses. The aforesaid shall permit the Board to contest the validity of any real estate taxes or special assessments against any one unit or more with it therefore being deemed a common expense.

(t) The powers and duties of the Board of Managers shall also include, but shall not be limited to, the following:

- (i) To prepare, adopt and distribute the annual budget for the Property;
- (ii) To levy and expend assessments;
- (iii) To collect assessments from Unit Owners;
- (iv) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (v) To obtain adequate and appropriate kinds of insurance;
- (vi) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;
- (ix) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (x) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;
- (xi) To pay real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the condominium;

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(xii) To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;

(xiii) By a majority vote of the entire Board of Managers, to assign the right of the Association to future income from Common Expenses or other sources, and to mortgage or pledge substantially all of the remaining assets of the Association;

(xiv) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act;

(xv) To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, and to 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; and to 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;

(xvi) To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

8. Liability of the Board of Managers. Neither the members of the Board of Managers nor the officers of the Association shall be liable to the owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board Members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Owners shall indemnify and hold harmless each of the members of the Board of Managers and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board of Managers and officers of the Association on behalf of the Owners or arising out of their status as Board Members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid, and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any Member of the Board of Managers or officers of the Association may be involved by virtue of such person's being or having been such Member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for

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gross negligence or fraud in the performance of his duties as such Member or officer, of (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person's being adjudged liable for gross negligence or fraud in the performance of his duties as such Member or officer. It is also intended that the liability of any Owner arising out of any contract made by or other acts of the Board of Managers or officers of the Association, or out of the aforesaid indemnity in favor of the Members of the Board of Managers and officers of the Association shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the owners in the Common Elements. Every Agreement made by the Board of Managers or by the managing agent on behalf of the Owners shall provide that the Members of the Board of Managers, or the managing agent, as the case may be, are acting only as agents for the Owners, and shall have no personal liability thereunder (except as Owners) and that such Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Owners in the Common Elements.

## **ARTICLE VI** **ASSESSMENTS-MAINTENANCE FUND**

### 1. Unit Maintenance, Repairs and Replacements:

(a) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit; provided, however, such maintenance, repairs and replacements of the Common Elements as may be required for the functioning of the heating system and the plumbing within the unit, and for the bringing of water, gas and electricity to the unit, shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of the refrigerators, ranges, and other kitchen appliances and lighting fixtures and other electrical appliances of any Unit Owner shall be at the expense of such Unit Owner. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the Common expenses. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by Building personnel at common expense.

(b) If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or if maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage, and such maintenance, repairs and replacements, as may be determined by the Association. Maintenance, repairs and replacements to the Common Elements of the Units shall be subject to the rules and regulations of the Association.

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(c) 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 Association. The authorized representatives of the Association or Board of Directors, 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 the Common Elements or any equipment, facilities or fixtures affecting or serving other units or the Common Elements. Each Unit Owner shall be responsible for the maintenance, repair and replacement of all windows of his Unit.

2. Estimation of Expenses. (a)(i) Each year on or before December 1st, the Board shall 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, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th thereafter notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. Said "estimated cash requirements" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1st of the ensuing year, and the 1st day of each and every month of said year, each Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing 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 the Common Elements, to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added, according to each Owner's percentage of ownership in the Common Elements, to the installment due in the succeeding six months after rendering of the accounting. Anything herein to the contrary, each Unit Owner shall receive, at least 30 days prior to the adoption thereof by the Board of Managers, 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 that each unit owner shall receive notice, in the same manner as is provided for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment.

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(ii) Except as provided in subsection (iv) below, if an adopted budget or any separate assessment by the Board would 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 of Managers, 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 the meeting to reject the budget or separate assessment, it is ratified.

(iii) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

(iv) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board of Managers without being subject to Unit Owner approval or the provisions of item (ii) above or item (v) below. As used herein, "emergency" means an immediate danger to the structural integrity of the common elements or to the life, health, safety or property of the Unit Owners.

(v) 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 of the total votes of all Unit Owners.

(vi) The Board of Managers may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (iv) and (v), the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

(b) The Board shall build up and maintain a reasonable reserve for contingencies and replacements, hereinafter referred to as the "Maintenance Fund." Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. The Board shall serve notice by such further assessment on all Owners by a statement in writing giving the amount and reasons therefor and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay an adjusted monthly amount.

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(c) When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement," as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st, of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (a) of this Article.

(d) The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the 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, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period and until the monthly maintenance payment due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

(e) The Board shall keep full and correct books of account in chronological order of the receipt and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers pertinent thereto shall be available for inspection by any Owner, or by his representative as designated and authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(f) All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessment as may be levied hereunder against less than all the 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 the Owners in the percentages set forth in Exhibit "B".

(g) If an Owner is in default in the monthly payment of the aforesaid charges, or assessments for thirty (30) days, or if by reason of any other default or event whatever, hereinafter provided for, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due, the costs of said suit and other fees and expenses 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 the Unit Ownership of the Owner involved when payable, and may be foreclosed by an action brought in the name of the Association, if any, or of the Board, as in the case of foreclosure of liens against real estate. Said lien

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shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however, that any Mortgage or Trustee's Deed owned or held by any bank, insurance company, savings and loan association, or other lender, shall be subject as to priority after written notice to said lender of unpaid common expenses, only to the lien of all common expenses on the subject Unit Ownership which becomes due and payable subsequent to the date said lender either takes possession of the Unit, accepts a conveyance of any interest in the Unit Ownership or has a receiver appointed in a suit to foreclose his lien. Any lender may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit Ownership covered by such mortgage or Trustee's Deed, 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 thereof.

(h) It is understood that real estate taxes are to be separately taxed to each Unit Owner for his unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event 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 the Common Elements.

(i) Meetings of the Board of Managers 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 particular Association has been filed and is pending in a court or administrative tribunal or when the Board of Managers 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; that any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner; that any Unit Owner may record the Proceedings at meetings or portions thereof required to be open by this Act by tape, film, or other means; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Declaration, By-Laws, other condominium instrument, or provision of law other than this subsection before the meeting is convened, and that copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least 48 hours prior to the meeting of the Board of Managers except where there is no common entranceway for 7 or more units, the Board of Managers may designate one or more locations in the proximity of these units where the notices of meetings shall be posted;

(j) that the Board shall meet at least 4 times annually;



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(k) that no member of the Board or officer shall be elected for a term of more than 2 years, but that officers and Board members may succeed themselves;

(l) The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

(m) Amendments to this Article VI shall only be effective upon the written consent of seventy-five (75%) percent of the Owners, and their Mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

## **ARTICLE VII** **COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

1. Use of Units and Common Elements. The units and Common Elements shall be occupied and used as follows:

(a) Except for the Commercial Units, no part of the property shall be used for other than housing and related common purposes for which the Property is designed. Each Unit or any two adjoining Units used together shall be used as a residence for a single family or not more than two non-related persons, or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two 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 by the Board in writing.

(b) There shall be no obstruction of the Common Elements, without the prior consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit, together with the interior surfaces thereof, and its appurtenances as hereinbefore provided.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Each Owner shall be responsible for his own insurance on his personal property in his own unit, his personal property stored elsewhere on the Property and his personal liability to the extent not covered in the liability insurance for all the Owners obtained by the Board as hereinbefore provided.

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(e) Owners shall not cause or permit anything to be 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 the Board.

(f) No animals, rabbits, livestock, fowl or poultry, or pets of any kind shall be raised, bred, or kept in any Unit or in the Common Elements for any purpose whatsoever, except that pet fish may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any such pet fish causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice from the Board. Notwithstanding the foregoing, any dog, cat, or other household pet living in a Unit solely as a household pet on or before the effective date of this Amendment and not causing or creating a nuisance shall be allowed to remain until the death of said dog, cat, or other household pet or until said dog, cat, or other household pet is otherwise removed from the Unit; provided that any such dog, cat, or other household pet other than fish shall not be replaced after death or removal; and provided further that the restriction contained in this Subsection (f) shall not apply to the keeping of service animals by the disabled owners or occupants of Units as required by law.

(g) No noxious or offensive activity shall be carried on in any unit or in the 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.

(h) Nothing shall be done in any Unit or in, on or to the common Elements which will impair the structural integrity of the Building except as is otherwise provided herein.

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

(j) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in any common storage area designated for that purpose.

(k) 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 in any Unit except for Commercial Units.

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(l) Except for the Commercial Units, no "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the property except at such location and in such form as shall be determined by the Board. The right, however, is reserved by the Trustee, its agents, beneficiaries and persons authorized to direct the Trustee to place and maintain on the property until the sale of the last Unit all models, sales offices, advertising signs and banners and lighting in connection therewith at such locations and in such forms as shall be determined by the Trustee. There is also reserved unto the Trustee, its agents, beneficiaries and persons authorized to direct the Trustee and prospective Unit purchasers, the right of ingress and egress to the Common Elements for such Unit sales purposes.

(m) The Unit restrictions in paragraphs (a) and (k) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining his personal professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (k) of this Article VII.

(n) Owners shall not cause or permit the installation or continued operation of any outdoor television antennae.

(o) The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations 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 any lease. With regard to any 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 a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, Bylaws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or Bylaws. A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

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## ARTICLE VIII SALE LEASING OR OTHER ALIENATION

1. Sale or Lease. Any Owner (including the Trustee) who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board not less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the right and option to purchase or lease such unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration, of said thirty-day period and at any time within ninety (90) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

2. Gift. Any Owner other than the Trustee who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. The members of the Board acting on behalf of the other Owners, 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. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift may 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 third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. If the Board shall fail to select an appraiser as aforesaid the Board's option hereunder shall be deemed waived. If the Owner desiring to make such gift shall fail to select an appraiser, then the appraiser designated by the Board shall make the appraisal. The Board's option to purchase the Joint Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The Board shall be

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deemed to have exercised its option if it tenders the required sum of money to the Owner desiring to make such gift within said forty-five (45) day period.

3. Devise. In the event any Owner licensing a will devising his Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board acting on behalf of the other Owners, 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 as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board may appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three 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 the Board and said devisee or devisees, or personal representative, as the case may be. If the Board shall fail to select an appraiser as aforesaid the Board's option hereunder shall be deemed waived. If said devisee or devisees, or personal representative, as the case may be, shall fail to select an appraiser, then the appraiser designated by the Board shall make the appraisal. The Board's right to purchase the Unit Ownership, or interest therein, at the price determined by the appraisal shall entire 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 to said devisee or devisees or to said personal representative, as the case may be, within the said option periods.

4. Involuntary Sale. 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' written notice to the Board of his intention so to do, whereupon the Board acting on behalf of the Owners 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 the 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. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

(b) In the event any Owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his Unit

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Ownership, the 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 VI hereof.

5. Consent of Voting Members. The Board Shall not exercise any option hereinabove set forth to purchase any Unit ownership or interest therein without the prior written consent of the voting members having seventy-five (75%) percent of the total votes. The members of the Board or their duly authorized representatives, acting on behalf of the other Owners, may bid to purchase at any sale of a Unit Ownership or interest therein of any Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the voting members having seventy-five (75%) percent of the total votes, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.

6. Release or Waiver of option. Upon the written consent of at least four-fifths (4/5) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in the Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

7. Proof of Termination of Option. A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article III as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this 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. Financing of Purchase Under Option. (a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund aforesaid. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph (g) of Article hereof.

(b) The members of the Board, in their 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

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of any portion of the Property other than the unit Ownership or interest therein to be acquired.

9. Title to Acquired Interests. Unit Ownerships or interest therein acquired pursuant to the Terms of this Article shall be held of record, in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said unit Ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. 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 the Board could levy a special assessment under the terms of paragraph 8 (a) of this Article.

10. Exceptions to Board's Right of First Refusal. The Board's right of first refusal as provided in Sections 1, 2 and 3 of this Article VIII shall not apply to any sale, lease, gift, devise or other transfer as between Co-Owners of the same unit, to the spouse, or to any lawful children of the Owner, or any one or more of them, or to any trustee of a trust, the sole beneficiary or beneficiaries of which are the Owner, the spouse or lawful child of the Owner, or any one or more of them.

11. Compliance with Housing Laws. Nothing hereinbefore contained shall be construed as having the intent to contravene, violate or otherwise breach any of the provisions of existing Federal, State or Local Housing or Occupancy laws, it being the intention of the Trustee at all times to provide for the operation of a desirable, first-class, joint living project in full compliance with pertinent laws, statutes or regulations.

12. Lease Restriction. (i) Except for Commercial Units, notwithstanding any provision of the Declaration to the contrary, rental or leasing of Units except as hereinafter provided in subsections (ii), (iii), (iv), (v), and (vi), is prohibited.

(ii) To meet special situations and to avoid undue hardship (financial or medical) or practical difficulties, the Board may, but is not required to, grant permission to an Owner to lease or rent his Unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twenty-four (24) consecutive months on such other reasonable terms as the Board may establish. Such permission may be granted by the Board only upon the written application by the Owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. All requests for extension of the original lease must also be submitted to the Board in the same manner as set forth for the original application. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease or extension of the lease; provided, however, that in no event shall any Owner be permitted to rent or lease such Unit for more than twenty-four (24) months. The Board's decision shall be final and binding.

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(iii) Any and all leases in force on the date of recording this Amendment are not affected by subparagraphs (i) and (ii); provided, however, that all such leases must be terminated upon transfer of ownership of the Unit or transfer of the beneficial interest in a trust holding legal title to the Unit. In addition, subparagraphs (i) and (ii) shall not apply to the rental or leasing of a Unit by an Owner who owned that Unit on or before the effective date of this Amendment.

(iv) The provisions of subsections (i), (ii), and (iii) shall not apply to the rental or leasing of a Unit to an Owner's spouse, sibling, child, parent, grandparent, or to any one or more of them.

(v) The provisions of subsections (i), (ii), and (iii) shall not apply to the rental or leasing of Units by the Association through its Board of Managers.

(vi) The Board reserves to itself the first right and option to lease any Unit.

(vii) Copies of all leases in effect must be submitted to the Board within thirty (30) days of the effective date (July 19, 2000) of this Amendment. All leases permitted by this Amendment shall be subject to the terms of the Declaration and the rules established by the Board."

## ARTICLE IX

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion 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, restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within thirty (30) days after said damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the "Condominium Property 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 the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" after first paying out of the share of each Owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.



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## 2. Insufficient Insurance.

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

(b) Notwithstanding anything herein to the contrary, the Owners of the Commercial Units, as they are delineated on the plat of survey of said condominium, shall be required to maintain plate glass insurance coverage for the full replacement cost of the plate glass in their units. The cost of this insurance shall be borne by each Commercial Unit Owner.

3. Definition. Repair, restoration or reconstruction of tile improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each unit and tile common Elements having the same vertical and horizontal boundaries as then existed.

## **ARTICLE X** **SALE OF THE PROPERTY**

The Owners by affirmative vote of at least 75% of the total vote, at a meeting duly called for such purpose, may elect to sell the Property as a whole, such action shall be binding upon all Owners, and it shall thereupon become the duty of every 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 Owner who did not vote in favor of such action and who has filed written objection thereto with the 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 Owner. In the absence of agreement on an appraiser, such Owner and the Board may each select an appraiser and two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal.

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## ARTICLE XI REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where 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 the trustee, or its beneficiaries, or their successors or assigns, or the 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 the 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 rate of eight (8%) percent per annum 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 the common expenses, and the 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. Any and all of such rights and remedies may be exercised from time to time cumulatively or other, by the Board.

2. 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 the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the 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, then 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 the right, title and interest of the Owner in the 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 defaulting Owner shall be enjoined and restrained from re-acquiring his interest in the Property 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

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defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder of any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 4, Article VIII hereof, to immediate writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide, that the purchaser shall take the interest in the property sold, subject to this Declaration.

## **ARTICLE XII** **GENERAL PROVISIONS**

1. Rights of Trustee. Until such time as the Board of Managers provided for in this Declaration is formed, the beneficiaries of Trustee shall exercise the powers, rights, duties and functions of the Board.

2. Permission During Renovation. Developer shall be permitted access to each unit by each individual tenant or owner at all reasonable times to perform and complete any renovation/construction work that Developer has contracted to perform.

3. Trustee (Developer) Option. Trustee, at his option, shall have the right to install outside shutters, or other external window treatments, on the first floor windows. In the event this option is exercised, all tenants and owners agree to maintain said window treatments in good condition.

4. Notices to Mortgagees or Lenders. Upon written request to the 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 whose Unit Ownership is subject to such mortgage or trust deed. Any holders and owners of any mortgage or mortgages of record at the time of this Declaration is recorded shall be required to consent in writing to this Declaration.

5. How Notice Given. Notices provided for in this Declaration and in the Condominium Property Act shall be in writing, and shall be addressed to the Board or Association, or any Owner, as the case may be as his or her address at The Winnetka Manor Condominium, (indicating thereon the number of the respective Unit if addressed to an Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses them respectively by giving written notice of such for notices to change of address to all Owners. Any owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if, addressed to an Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

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6. Notice to Estate or 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 as his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

7. Deeds, etc., Subjected to Declaration. Each grantee of the Trustee, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Condominium Deed, 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 or estate in the Property, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

8. Failure to Enforce No Waiver. 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.

9. Change, Modification or Rescission. The provisions of Article III, Article V, Section 5 of Article VIII, and this paragraph 7 of Article XII 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 the Board, all of the Owners and all mortgagees having bona fide liens of record against any 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 the Board, the Owners having at least 3/4ths of the total vote and 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, no less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation 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 "Condominium Property Act."

10. Partial Invalidity. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration in whole or in part.

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11. Rule Against Perpetuities. 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 years after the death of the survivor of the now living lawful descendants of James Thompson, Governor of the State of Illinois and Alan W. Dixon, United States Senator from Illinois.

12. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium apartment building.

13. Ownership by Land Trustee. In the event title to any Unit Ownership is conveyed to a land title-holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performances of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

14. Forcible Entry and Detainer. In amplification of and in addition to the provisions contained in Article VI(g), in the event of any default of any owner, the Board of Managers shall have the rights and remedies hereinbefore provided including the right to take possession of such defaulting owner's interest and unit for the benefit of all other owners by an act for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes, Chapter 110).

THIS DECLARATION was originally executed by LaSALLE NATIONAL BANK, as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (LaSALLE NATIONAL BANK hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that the LaSALLE NATIONAL BANK, as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 114419 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by LaSALLE NATIONAL BANK, as Trustee aforesaid, to be kept and performed, are

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intended to be kept, performed and discharged by the beneficiaries under said Trust No. 114419, or their successors, and not by LaSALLE NATIONAL BANK personally; and further, that no duty shall rest upon LaSALLE NATIONAL BANK, either personally or as such Trustee, to be sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 114419, and after the Trustee has first been supplied with funds required for the purpose. In the event or conflict between the terms of this paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon said Trustee, the exculpatory provision hereof shall be controlling.

WINNETKA MANOR CONDOMINIUM ASSOCIATION

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## EXHIBIT "A"

Exhibit "A" is the Plat of Survey of the Parcel and of all Units in the Property submitted to the provisions of the Illinois Condominium Property Act, and is attached only to the original Declaration recorded with the Recorder of Deeds of Cook County, Illinois.

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EXHIBIT "B"  
WINNETKA MANOR - AREA ALLOCATIONS  
REVISED October 4, 1990

UNIT	ADDRESS	SQUARE FOOTAGE	PERCENT OF AREA
A1	1095 Merrill	739.5	3.32
A2	1095 Merrill	735.5	3.30
B1	1095 Merrill	713.2	3.20
B2	1095 Merrill	714.3	3.20
C1	1095 Merrill	541.7	2.43
C2	1095 Merrill	539.6	2.42
D1	1095 Merrill	542.9	2.44
D2	1095 Merrill	533.1	2.39
E1	1095 Merrill	720.3	3.23
E2	1095 Merrill	717.7	3.22
F1	1095 Merrill	749.2	3.36
F2	1095 Merrill	738.6	3.31
G1	1097 Merrill	814.2	3.65
G2	1097 Merrill	820.2	3.68
H1	1097 Merrill	618.0	2.77
H2	1097 Merrill	619.1	2.78
J1	1099 Merrill	581.3	3.06
J2	1099 Merrill	678.2	3.04
K1	1099 Merrill	640.4	2.87
K2	1099 Merrill	640.5	2.87
O1	1099 Merrill	641.1	2.88
O2	1099 Merrill	505.8	2.72
L1	1101 Merrill	582.0	2.61
L2	1101 Merrill	585.5	2.63
M1	1101 Merrill	683.7	3.07
M2	1101 Merrill	684.1	3.07

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Unit Subtotal 17279.8 77.52  
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COMMERCIAL SPACE	ADDRESS	SQUARE FOOTAGE	PERCENT OF AREA
1-S1	986 Green Bay Road	2218.9	9.95
1-S2	982-984 Green Bay Rd.	1198.1	5.37
1-S3	976-980 Green Bay Rd.	1597.3	7.16

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Commercial Space Subtotal 5014.3 22.48  
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Building Total 22294.1 100.00

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) SS  
COUNTY OF COOK )

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of the Winnetka Manor Condominium Association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to the amendment to the Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Managers of Winnetka Manor Condominium Association held on JULY 27, 2000.

Mary Wong Luk  
MARY WONG LUK, President

Scott Aspinall  
Scott Aspinall, Secretary

Marion Goldfinger  
MARION GOLDFINGER, Treasurer

Larry A. Conn  
LARRY A. CONN, Director

Barbara McCarthy  
BARBARA MCCARTHY, Director

BOARD OF MANAGERS OF  
WINNETKA MANOR  
CONDOMINIUM ASSOCIATION

ATTEST: Scott F. Aspinall  
Secretary

# UNOFFICIAL COPY

## AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Scott E. Aspinall, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of Winnetka Manor Condominium Association and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing amendment was approved by at least two-thirds ( $\frac{2}{3}$ ) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on JULY 27, 2000 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing amendment either was delivered personally to each unit owner at the Association or was sent by certified mail, postage prepaid, to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state the unit owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment to the Declaration.

Scott E. Aspinall  
Secretary of the Winnetka Manor  
Condominium Association

SUBSCRIBED AND SWORN to  
before me this 2nd day  
of SEPT, 2000

Bob Legu  
Notary Public



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## EXHIBIT 1 LEGAL DESCRIPTION

UNITS A1, A2, B1, B2, C1, C2, D1, D2, E1, E2, F1, F2, G1, G2, H1, H2, J1, J2, K1, K2, O1, O2, L1, L2, M1, M2, 1S1, 1S2, AND 1S3 IN WINNETKA MANOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 6 AND 7 IN BLOCK 2 IN LAKESIDE JARED GAGE'S SUBDIVISION OF PART OF THE NORTH WEST ¼ OF FRACTIONAL SECTION 17 AND PART OF THE EAST ½ OF THE SOUTH WEST ¼ OF FRACTIONAL SECTION 8, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 90306719, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 976-986 Green Bay Road  
1095-1101 Merrill Street  
Winnetka, Illinois 60093

Permanent Index Number: 05-17-114-011-1001  
through and including: 05-17-114-011-1029

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