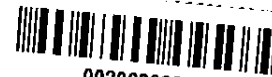


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**EXHIBIT**

**ATTACHED TO**

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**DOCUMENT NUMBER**

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Cook County Recorder 303.00

THIS DOCUMENT IS PREPARED BY,  
AND UPON RECORDATION, RETURN TO:  
**MARK D. PEARLSTEIN, ESQ.**  
**LEVENFELD PEARLSTEIN**  
**33 WEST MONROE, 21<sup>ST</sup> FLOOR**  
**CHICAGO, ILLINOIS 60603**

(This Space for Recorder's Use Only)

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR  
THE WOODLANDS OF MORTON GROVE CONDOMINIUM ASSOCIATION (\*)**

This Amended and Restated Declaration is made and entered into by The Woodlands of Morton Grove, L.L.C., an Illinois limited liability company (the "The Woodlands LLC") and McShane Corporation ("McShane") as of May 24, 2002. Subject to the provisions of Section 29 below, The Woodlands LLC and McShane are hereinafter referred to as "Declarant".

**WITNESSETH:**

AWH Enterprises, Inc., ("AWH") the then owner of the Condominium Parcel (defined below), previously recorded a certain "Declaration of Condominium Ownership For Lincoln Avenue Condominiums" with the Cook County Recorder Of Deeds on June 19, 2000 as document number 00451023 encumbering the Condominium Parcel (the "Original Declaration").

After the Original Declaration was recorded with the Cook County Recorder of Deeds, AWH conveyed a portion of the Condominium Parcel to McShane and the remainder to The Woodlands LLC.

Prior to the recording of this Amended and Restated Declaration, McShane Corporation owned what was referred to in the Original Declaration as "Land Unit 1" and Woodlands LLC owned what was referred to under the Original Declaration as "Land Unit 2". Upon the recording of this Amended and Restated Declaration, McShane Corporation will own what is referred to herein as the "Senior Living Unit" and Woodlands LLC will own all of the Residential Units created pursuant to this Amended and Restated Declaration.

McShane and The Woodlands LLC are presently the owner of a parcel of real property which is legally described on Exhibit "B" attached hereto and hereinafter referred to below as the "Condominium Parcel". The Condominium Parcel is part of certain described real estate located in the Village of Morton Grove, County of Cook, and State of Illinois which is described on Exhibit A attached hereto and hereinafter referred to as the "Development Area" or "Development Parcel".

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(\*) formerly known as Lincoln Avenue Condominiums

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These By-Laws may be amended or modified from time to time by action or approval of two-thirds (2/3rds) of the total percentage interest in the Common Elements of the Unit Owners. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

## ARTICLE VII

### INDEMNIFICATION

Neither the members of the Board nor the officers of the Association shall be liable to the Unit 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 Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of acts or contracts made by the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers of the Association unless any such contract or act shall have been made fraudulently or with gross negligence or intentionally 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 or recovered 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 or officers of the Association may be involved by virtue of such persons being or having been such member of the Board or officer of the Association; 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 gross negligence or fraud in the performance of his duties as such Board member or officer of the Association or (b) any matter settled or compromised, where, in the opinion of the independent counsel selected by or in a manner determined by the Board, such persons would be adjudged liable for gross negligence or fraud in the performance of his duties as such Board Member or officer of the Association.

It is also intended that the liability of any Unit Owner arising out of acts by the Board or offices of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, 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 Unit Owners in the Common Elements. Every agreement made by the Board or by the managing agent shall be only on behalf of the Unit Owners, shall provide that members of the Board or the managing agent, as the case may be, are acting only as agents for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder, if any, as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements as otherwise contemplated under Section 16 of the Declaration. Absence of such provision in any such agreement shall not alter the agency in any way from that as described in the immediately preceding sentence.

"By-Laws" means the By-Laws of The Woodlands of Morton Grove Condominium Association.

"Condominium Parcel" means that portion of the Development Parcel which is legally described on Exhibit "B" attached hereto and which has been submitted to the Act pursuant to this Declaration. The term "Condominium Parcel" shall include the "Additional Parcel" to the extent any portion of the Additional Parcel is submitted to the Act pursuant to the provisions of Article 22 below and shall exclude the Senior Living Parcel to the extent such parcel is removed from the purview of the Act pursuant to the provisions of Article 30 below.

"Common Elements." The Common Elements shall consist of all of the Property, except the Residential Units and the Senior Living Unit. With respect to the Residential Parcel and the Residential Buildings thereon, Common Elements shall include, but shall not be limited to, the land, foundations, hallways, stairways, entrances and exits, all portions of the Parking Areas including the underground garage in which the indoor Parking Spaces are located and outdoor Parking Spaces, Storage Spaces, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Residential Unit and serving only that Unit), central heating and air conditioning systems, public utility lines, structural parts of the Residential Buildings, outside walks and driveways, grounds, landscaping, exterior lighting, front entrances, front and rear stairwells, and all other portions of the Property except the Residential Units. With respect to the Residential Units, structural columns located within the boundaries of a Residential Unit shall be part of the Common Elements. None of the Senior Living Parcel, nor any improvements thereon or thereto (including the Senior Living Building), shall constitute Common Elements, as all of such parcel and improvements shall constitute part of the Senior Living Unit; provided, however, that the foregoing shall not affect any Person's right to use any part of the Senior Living Parcel that is subject to any easement in favor of such Person pursuant to the Declaration of Covenants or any other valid easement agreement.

Common Elements shall include "Building Limited Common Elements", "Exclusive Limited Common Elements" and "General Common Elements" (all of which are defined herein). There shall be no Common Elements located on or within the Senior Living Parcel or the Senior Living Building; provided, however, that the foregoing is not intended to modify the provisions of the Declaration of Covenants providing that certain portions of the Senior Living Parcel constitute General Common Facilities under the Declaration of Covenants.

"Common Expenses" has the meaning described in Article 12.

"Condominium Instruments" means all documents and authorized Amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.

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

"Declarant" means McShane Corporation and The Woodlands of Morton Grove, L.L.C., an Illinois limited liability company. Following the Effective Date (defined in Section 29 below), The Woodlands of Morton Grove, L.L.C., shall be deemed the Declarant for all purposes hereunder.

"Developer" means McShane Corporation and The Woodlands of Morton Grove, L.L.C., an Illinois limited liability company. Following the Effective Date (defined in Section 29 below), The Woodlands of Morton Grove, L.L.C., shall be deemed the Developer for all purposes hereunder.

"Exclusive Limited Common Elements" means those portions of the Common Elements which serve exclusively a single Residential Unit or adjoining Residential Units. With respect to each Residential Unit, the Exclusive Limited Common Elements shall include, but without limitation, perimeter doors, balconies, terraces, patios and windows contiguous to such Unit and the Storage Spaces and indoor Parking Spaces assigned to Unit, as set forth on the Plat. There are no Exclusive Limited Common Elements appurtenant to the Senior Living Unit.

"Future Development Parcel" means the parcel and tract of real estate described on Exhibit E which includes portions of the Development Area and the Schwarz Property.

"General Common Elements" means all of the Common Elements except for the Building Limited Common Elements and the Exclusive Limited Common Elements.

"Initial Residential Building" means the building presently located on the Residential Parcel which forms part of the Property and contains Residential Units, as shown by the surveys of the respective floors attached hereto as Exhibit C.

"Limited Common Elements" means that portion of the Common Elements, consisting of the Building Limited Common Elements and Exclusive Limited Common Elements.

"Majority" or "Majority of the Unit Owners" means the Owners of more than fifty percent (50%) of the Ownership Interests. Any specified percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the Ownership Interests. "Majority of the members of the Board of Directors" means more than fifty percent (50%) of the total number of persons constituting the Board pursuant to Article II, Section 3 of the By-Laws.

"Meeting of the Board of Directors" means any gathering of a quorum of the members of the Board held for the purpose of conducting Board business.

"Mid-Rise Building" shall mean each one of three (3) Residential Buildings located, or to be located, within the Development Area and lying westerly of Callie Avenue which have been contemplated and approved by the PUD.

"Occupant" means a person residing in a Unit, regardless of whether the person is a Unit Owner.

"Owner" means the Person or Persons who, individually or collectively, own fee simple ownership of a Unit.

"Ownership Interest" means the percentage of ownership in the Common Elements of each Unit Owner as set forth on Exhibit D attached hereto (which may be amended from time to time as provided in this Declaration).

"Parking Space" means that portion of the Parking Area designated for the parking of one automobile.

"Parking Area" means that portion of the Property designated for indoor and outdoor parking.

"Person" means a natural individual, corporation, partnership, limited liability company or other legal entity capable of holding title to real property.

"Plat" means the plat of survey of the Property, including all Units in the Property submitted to the provisions of the Act, and showing all assigned Exclusive Limited Common Elements, said Plat being attached hereto as Exhibit C and by this reference made a part hereof and recorded simultaneously with the recording of this Declaration, and any amendments thereto recorded from time to time pursuant to this Declaration and the Act.

"Property" means all the land, property and space comprising the tract of real estate described in this Declaration and submitted to the provisions of the Act. The Property includes all improvements and structures erected, constructed or contained therein or thereon, including buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act presently or in the future pursuant to the provisions of Article 22.

"PUD" means the Village of Morton Grove, Illinois planned unit development ordinance (and related documents) applicable to the Development Area, as amended from time to time.

"Record or Recording" refers to record or recording in the office of the Recorder of Deeds in Cook County, Illinois.

"Residential Buildings" means the Initial Residential Building, together with any additional buildings constructed on the Residential Parcel (as it may be expanded from time to time pursuant to Article 22 below) and hereafter submitted to the Act pursuant to the provisions of Article 22 below. The Residential Buildings consist of the Mid-Rise Buildings and the Villa Buildings described herein.

"Residential Parcel" means all of the land comprising the Condominium Parcel (as it may be expanded from time to time pursuant to Article 22 below) except for the portion thereof which constitutes the Senior Living Parcel.

"Residential Unit" means a part of the Property located within a Residential Building designed or intended for independent use as a family dwelling, and so specified as a Residential Unit on the Plat. Each Residential Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes as shown on the Plat; provided, however, that no structural components of the Residential Building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within such Residential Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

"Residential Unit Owner" means the Person or Persons who, individually or collectively, own fee simple ownership of a Residential Unit.

"Schwarz Property" means that real property legally described on Exhibit E attached hereto and identified thereon as the "Schwarz Property".

"Senior Living Building" means the building which may be constructed on the Senior Living Parcel in the future, which Senior Living Building shall constitute part of the Senior Living Unit without further action by any party.

"Senior Living Parcel" means that portion of the Condominium Parcel which is legally described on Exhibit "B" attached hereto and identified thereon as the Senior Living Parcel.

"Senior Living Unit" means the part of the Property that shall consist of the Senior Living Building (once it is constructed), the land area within the boundaries of the Senior Living Parcel and all other improvements of any kind whatsoever presently located or constructed in the future on the Senior Living Parcel.

"Senior Living Unit Owner" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple ownership of the Senior Living Unit.

"Storage Area" means that portion of any Residential Building designated for storage of personal property.

"Storage Space" means that portion of the Storage Area assigned to a given Residential Unit Owner for the storage of his or her personal property, as specified on the Plat.

"Turnover Date" means the date the "First Unit Owner Board" (as such term is defined in the By-Laws) is elected pursuant to Section 3 of the By-Laws.

"Units" means the Residential Units and the Senior Living Unit.

"Unit Owner" means a Residential Unit Owner or the Senior Living Unit Owner.

"Villa Buildings" means, collectively, the eleven (11) villa or townhome buildings located east of Callie Avenue which have been contemplated and approved by the PUD.

2. **Submission of Property to the Act.** The Declarant expressly intends, and by recording this Declaration does hereby submit the Property to the provisions of the Condominium Property Act of the State of Illinois.

3. **Plat.** The Plat attached hereto as Exhibit C and recorded simultaneously herewith sets forth the measurements, elevations, locations and other data as required by the Act, with respect to (1) the Condominium Parcel and its exterior boundaries; (2) the Senior Living Unit (which encompasses the entire Senior Living Parcel) and its exterior boundaries; (3) the Initial Residential Building and each floor thereof; and (4) each Residential Unit of the Initial Residential Building and their horizontal and vertical dimensions.

4. **Units.** The legal description of each Unit shall consist of the identifying number, description or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number, description 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.

5. **Association of Unit Owners and Administration and Operation of the Property.**

(a) Prior to the recording of this Declaration, Declarant will form a corporation under the General Not for Profit Corporation Act of the State of Illinois, having the name "The Woodlands of Morton Grove Condominium Association" which corporation is hereinafter referred to as the "Association". The Association shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property as provided in the Act and in this Declaration and in the Bylaws. The Board of Directors of the Association shall constitute the board of managers provided under the Act. The By-Laws for the Association shall be the By-Laws appended hereto as Exhibit F and made part hereof.

(b) The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and By-Laws.

(c) Each Person that is a Residential Unit Owner and the Senior Living Unit Owner shall be a member of the Association so long as such Person shall be a Unit Owner; provided, however, if the Senior Living Unit Owner elects to withdraw the Senior Living Unit from the purview of this Declaration according to the provisions of Article 30 below, then the Senior Living Unit Owner shall thereafter cease to be a member of the Association. Upon the transfer of a Unit, the new Unit Owner of such Unit shall become a member of the Association.

6. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

7. **Ownership of the Common Elements.** The Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective Ownership Interests as set forth on Exhibit D. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to such Person's respective Unit on Exhibit D, which Exhibit D may be amended from time to time as provided in this Declaration. The Ownership Interests have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed pursuant to (a) the unanimous written consent of the Unit Owners in a recorded Amendment to this Declaration or (b) the provisions of Article 22 or Article 30 below. The ownership of each Unit and of the Unit Owner's corresponding Ownership Interest in the Common Elements shall not be separated (except as provided in Section 30 below).

8. **Use of the Common Elements.**

(a) **Disclaimer of Bailee Liability.** Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association and Unit Owners, the Declarant nor the Developer shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence.

(b) **Unit Owners' Rights.** Each Unit Owner shall have the right to use the General Common Elements (except the portions of the General Common Elements subject to licenses, leases, and easements made by or assigned to the Board or made by the Developer) in common with all other Unit Owners, as may be required for the

purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner and, where applicable, access by Residential Unit Owners to their assigned Parking Spaces and Storage Spaces located within the Residential Buildings. The right to use the General Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. All of the Owners of Units in a particular Residential Building shall have the collective right to the uses and benefits afforded by the Building Limited Common Elements serving such Residential Building. Each Residential Unit Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements serving exclusively such Person's Unit. The right to use and possess the Common Elements, including the Building Limited Common Elements and Exclusive Limited Common Elements, shall be subject to and governed by the provisions of the Act, the Declaration of Covenants, this Declaration, the By-Laws and the rules and regulations of the Association. Subject to the provisions of this Declaration and the By-Laws, the Board of Directors shall have the authority to lease or grant concessions with respect to parts of the Common Elements.

**9. Parking Spaces and Storage Spaces.**

(a) Each indoor Parking Space and each Storage Space in a Residential Building shall be an Exclusive Limited Common Element appurtenant to a particular Residential Unit as designated on the Plat and shall be subject to such rules and regulations as the Board may prescribe. Each Unit Owner shall be responsible for the security of his personal property located in a Parking Space and Storage Space and for any loss or damage thereto, whether or not due to negligence of any party.

(b) All Parking Spaces and Storage Spaces in the Senior Living Building, if any, are part of the Senior Living Unit and are not Exclusive Limited Common Elements subject to assignment by the Developer.

(c) With respect to the Residential Buildings, until such time as the Developer allocates an indoor Parking Space and/or Storage Space, the Developer shall retain legal title to the indoor Parking Spaces and Storage Spaces in each Residential Building. Developer retains the exclusive right to make all initial allocations of Parking Spaces and Storage Spaces in the Residential Buildings. Indoor Parking Spaces will be located within the underground garages located beneath the Mid-Rise Buildings and within the garages located in the Villa Buildings. Areas designated in the Parking Area of a Residential Building for car wash stalls will not be sold and shall remain a part of the Building Limited Common Elements.

**10. Easements Affecting the Property.** Without limiting the authority of the Developer and the Board to grant easements with respect to the Common Elements, each Unit Owner shall take title to his Unit subject to, the following easements:

(a) **Easement for Encroachment.** In the event that by reason of the construction, reconstruction, repair, settlement, shifting or other movement of the

Residential Buildings, any portion of the Residential Buildings or Common Elements encroaches or shall hereafter encroach upon any Residential Unit, or if any portion of a Residential Building or any Residential Unit encroaches or shall hereafter encroach upon any portion of the Common Elements or any other Residential Unit, there are hereby granted and reserved mutual easements in favor of the Association and the respective Unit Owners of those portions of the Property involved, to the extent of such encroachment, as long as the physical boundaries of the Residential Units after the construction, reconstruction, repair, settlement, shifting or other movement of the Residential Buildings is consistent with the description of those boundaries that appear in the Declaration; provided, however, that no such easement shall arise if the encroachment materially interferes with the structural integrity or the use and enjoyment of any of the Common Elements, the Residential Buildings or any Unit, and provided further that no such easement shall arise in favor of any person who creates an encroachment by his/or intentional or negligent conduct, or that of his/her agent.

(b) **Easement for Utilities.** Prior to the Turnover Date, the Developer shall retain the right to grant to suppliers of utilities serving the Property, including ComEd, AT&T Broadband, Ameritech, Nicor Gas and the Village of Morton Grove, easements to furnish, install, lay, construct, operate, maintain, renew, repair, replace and remove conduits, ducts, cables, pipes and wires and other equipment or structural components in, to, over, under, across, and through any portion of the Common Elements or any portion of the walls of a Residential Unit (whether or not such walls lie in whole or in part within the Unit boundaries) for the purpose of providing the Units with utility services, together with the reasonable rights of access and ingress to and egress from the Property, or any part thereof, for said purpose. From and after the Turnover Date, the Board shall have the right to grant the easements described above in this Section 10(b). Notwithstanding the foregoing, however, no easement shall be granted over, under or across the Senior Living Parcel without the consent of the Senior Living Unit Owner, which consent shall not be unreasonably withheld or delayed.

(c) **Easement Reserved to Developer on the Property.** Until the last Residential Unit in the Property and the Additional Parcel is sold and conveyed by Developer to a Purchaser, an easement is hereby granted and reserved in, to, over, across and through the Common Elements in favor and for the benefit of the Developer, and its representatives, agents, associates, affiliates, employees, contractors, subcontractors, brokers, licensees, and invitees, for purposes of construction, sale, marketing, transfer, repair and preparation of one or more Residential Buildings on the Residential Parcels and Residential Units for occupancy and the construction and installation of all utilities, structures, landscaping, to perform service and warranty work and other improvements relating to the Property. The foregoing easements include, without limitation, rights of ingress, egress and passage through and across the Common Elements, including, but not limited to, common vehicular and pedestrian traffic areas located in the Common Elements, for the purpose of providing access to all areas of the Residential Buildings and Property and for the purpose of enabling the performance or exercise of all functions, rights, responsibilities and obligations permitted or required to be performed by any person or entity to which such easement

is granted, and, with respect to the Developer only, the right to maintain and operate a sales office on the Property.

(d) **Reserved Rights to Developer.** In connection with the construction of Units on the Property and the Additional Parcel, or any construction mandated by the Village of Morton Grove, the Developer, and/or its affiliates, and agents shall have the right to: (i) ingress and egress to and from the Property and use such portion of the Property, including the Common Elements as may be necessary or desirable in connection with the construction, marketing, sale or leasing, of any portion of the Property and to exercise the rights reserved under this Section; (ii) use and show one or more unsold or unconveyed Residential Units, or portion or portions of the Common Elements, as a model Unit or Units, sales office, construction office or administrative office, design center, management office or for such other purposes deemed necessary or desirable in connection with the aforescribed construction, marketing and sales or leasing; (iii) set up and maintain marketing materials (including signs, banners and tables in the Common Elements) and use the Common Elements for special events; (iv) post and maintain such signs and lighting in, on or about the Property as deemed necessary or desirable in connection with (i), (ii) and (iii) above, all without the payment of any fee or charge whatsoever; (v) sign any plat or subdivision of the Development Area and any other documents related thereto in order to subdivide the Develop Area as provided in Section 30 below and to effect removal of the Senior Living Unit from the provisions of this Declaration and the Act; (vi) combine or divide Units; (viii) dedicate streets, walks, arcades, malls, parkways, drives, open space, water rights or other property to any governmental authority and to make such other dedications or grant easements as may be required to implement the ordinances and regulations of governments from time to time applicable to the Property and to the public improvements therein; and (ix) to dedicate space in the Common Elements to any public or quasi-public utility or to any governmental authority for the location of utilities serving any portion of the Property. The Developer shall have the power and right to lease and/or sell and convey any Unit owned by the Developer to any person or entity which it deems appropriate in its sole discretion. The rights of the Developer, and/or its affiliates, to exercise the rights reserved or granted under this Section shall terminate at such time as the Developer no longer holds or controls title to any portion of the Property or the Additional Property.

The provisions of Paragraph 10(c) and Paragraph 10(d) shall not be amended, modified or rescinded without the prior written consent of Developer at the time of such amendment, modification or rescission.

(e) **Easement for Television Cable, Etc.** As referenced in Article 6, Section 6.3 of the Declaration of Covenants, the Developer hereby reserves an easement on the roof of each Mid-Rise Building and the Building Limited Common Elements appurtenant to each Mid-Rise Building for the installation of antennas and related facilities (including, but without limitation, cabling, wiring, power supplies, risers, conduits, distribution wiring and facilities and related equipment) for the transmission of radio, television and telephone signals (whether related to the Property or not).

(f) **Easements Run with the Land.** All easements and rights described in this Declaration and By-Laws are easements appurtenant to and running with the land, and, in each case, shall remain in full force and effect and shall inure to the benefit of and bind the respective successors and assigns of each person or entity in favor of which such easement is granted and reserved. Each deed of conveyance, or any mortgage or trust deed or other evidence of obligation, shall be deemed to incorporate the easements and rights described in this Declaration as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

11. **Central Antenna Television System.** Each Residential Unit has been equipped with at least one outlet activated for connection to the central antenna cable television system serving the Residential Building in which it is located and at least one outlet activated for connection to the cable television system serving the Residential Building in which it is located, which outlets and systems are integral parts of the Building Limited Common Elements. Unit Owners and occupants are prohibited from making any modifications to or tampering with such outlet(s), and the Board may charge any Unit Owner with the cost of locating and removing any unauthorized connections thereto and of repairing any modifications thereto.

12. **Common Expenses.** Subject to and in accordance with the provisions of Article 16 below, each Unit Owner shall pay his or her proportionate share of the expenses of administration and operation of the Common Elements and any other expenses required by the Declaration and By-Laws (referred to as "Common Expenses"), including, but not limited to, the maintenance, repair, replacement or additions thereto; provided, however, in the event any Common Expense for the General Common Elements benefits the Residential Parcel (or the Buildings or improvements located thereon), without benefiting the Senior Living Unit, or benefits the Senior Living Unit without benefiting the Residential Parcel (or the Buildings or improvements located thereon), then the Common Expense in question shall be assessed in its entirety to, and shall only be payable by, the Unit Owners who benefit thereby. The share of the Common Expenses for each Unit Owner shall be based on (although not necessarily equal to) such Unit Owner's Ownership Interest in the Common Elements, all as more fully described in Article 16 below.

Payment of Common Expenses shall be in such amounts and times as determined in the By-Laws by the Board. If any Unit Owner fails or refuses to make assessment payments for Common Expenses or fails to pay any fines or expenses levied by the Board under this Declaration, the amount unpaid, together with any interest, late charges, and reasonable attorneys' fees for services incurred by the Association shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act; provided, however, that such lien shall be subordinate to the lien of prior recorded encumbrances on the interest of such Unit Owner. The purchaser of a Unit at a judicial foreclosure sale, a mortgagee who receives title to a Unit by deed in lieu of foreclosure or judgment by common law strict foreclosure, or otherwise takes

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possession pursuant to court order under the Illinois Mortgage Foreclosure Law shall pay the Unit's proportionate share of Common Expenses which become due and payable from the first of the month following the date of judicial foreclosure sale, delivery of deed in lieu of foreclosure, entry of judgment in common law strict foreclosure or taking of possession pursuant to court order.

## 13. Mortgages.

(a) Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages for his or her respective Unit together with his or her respective Ownership Interest in the Common Elements. No Unit Owner shall have the right or authority to make or create any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his or her Unit and his or her respective Ownership Interest in the Common Elements.

(b) As required by the Act, within fifteen (15) days of the recording of a mortgage or trust deed against a Unit, the Unit Owner shall inform the Board of the identity and mailing address of the lender.

14 Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and his or her corresponding Ownership Interest 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 or her proportionate share thereof in accordance with his or her respective Ownership Interest in the Common Elements; provided, however, if the Senior Living Parcel, and the improvements thereon, are separately assessed, the Senior Living Unit Owner shall pay all of the taxes assessed against same, and the Residential Unit Owners shall pay the taxes assessed against the balance of the Property based on their respective Ownership Interests.

## 15. Insurance.

(a) The Board shall have the authority to and shall obtain insurance for the Property, exclusive of the Senior Living Unit and of any of the additions, improvements and decorating made to any of the Residential Units by the Residential Unit Owners, against loss or damage by fire and such other hazards as the Board may deem desirable for the full insurable replacement cost of the Common Elements, Limited Common Elements and the Residential Units, including the increased cost of construction due to building code requirements at the time the insurance is purchased and at each renewal date.

(b) Common Elements coverage includes fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the Residential Units installed by the Developer. Unit coverage obtained by the Board shall include, at minimum, the bare walls, floors and ceilings of a Residential Unit.

(c) The insurance coverage described above shall be written in the name of, and the proceeds thereof shall be payable to, the Board or the Association, as trustee for each of the Unit Owners in direct ratio to their respective Ownership Interest in the Common Elements as set forth in the Declaration and to the holders of Mortgages on such Units, if any. Application of the insurance proceeds to reconstruction, and disposition of the Property where the insurance proceeds are insufficient for reconstruction, shall be done in the manner as provided in the Act.

(d) The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, insuring the Property and each member of the Board and officer of the Association from liability arising from the fact that said person is or was a director or officer of the Association. The premiums for all insurance obtained by the Board under this Section 15 shall be a Common Expense. The Board shall maintain fidelity insurance for the maximum amount of coverage available (or such lesser amount as the Board shall determine is appropriate) to protect funds in the custody or control of the Association plus reserve funds. This insurance shall cover officers, employees or other persons who either control or disburse funds of the Association. The amount of directors' and officers' liability coverage shall be procured for amounts deemed reasonable by the Board of Directors.

(e) The Board shall also have the authority to and shall obtain comprehensive general liability insurance, in such limits as it shall deem desirable (but no less than One Million Dollars [\$1,000,000]), and workmen's compensation insurance and other liability insurance as it may be deem desirable, insuring each member of the Board of Directors, the Association, the manager, managing agent of the Property, and the respective employees and agents, if any, from the liability in connection with the Common Elements. The general liability insurance shall contain a waiver of any right to subrogation by the insurer against any of the above named persons. The Developer shall be included as an additional insured party in its capacity as a Unit Owner and Board Member.

(f) Each Residential Unit Owner shall be responsible for his or her own insurance on the improvements and betterments to such Person's Residential Unit, as well as contents of his or her own Unit. Improvements and betterments means all decorating and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, or built-in cabinets installed by Residential Unit Owners, and his or her personal property stored elsewhere on the Property, and his or her personal liability in the Unit or Limited Common Elements to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided.

(g) The Senior Living Unit Owner shall be responsible for and shall obtain insurance for the Senior Living Unit (including, but without limitation, the Senior Living Building and all other improvements located thereon) to insure the Senior Living Unit and such other improvements located thereon against damage loss or damage for fire and such other hazards as are covered under standard extended coverage provisions

for the full insurable replacement cost of such improvements. In addition, the Senior Living Unit Owner shall be responsible for and shall obtain comprehensive public liability insurance against all claims and liabilities arising in connection with the ownership, existence, use or management of the Senior Living Unit with such reasonable minimum limits as are prescribed by the Board and naming the Board and the Association, and their respective employees and agents, as additionally named insureds.

(h) The cost of insurance obtained by the Association for the Residential Parcel and the Residential Buildings (including, but without limitation, casualty insurance) shall be assessed to all of the Residential Unit Owners, in accordance with their Ownership Interests, and no portion thereof shall be assessed to the Senior Living Unit Owner.

16. **Maintenance, Repairs and Replacements.**

(a) **Residential Units.** Each Residential Unit Owner shall furnish and be responsible for, at his or her own expense, all of the maintenance, repairs, alterations and replacements within his or her own Residential Unit.

(b) **Senior Living Unit.** The Senior Living Unit Owner shall, at its sole cost and expense, maintain, repair, replace and renew or cause to be maintained, repaired, replaced or renewed, the entire Senior Living Unit, including, without limitation, the interior and exterior and all components of the Senior Living Building and all parking lots, grounds, landscaping, walks, driveways, signage and exterior lighting located on the Senior Living Parcel, but not the "Drainage Facilities," "Entrance Treatments" or other "General Common Facilities" (such terms are defined in the Declaration of Covenants), the maintenance of which is provided for in the Declaration Of Covenants. All maintenance, repairs, replacements and renewals required under this subsection (b) shall be undertaken so as to keep the Senior Living Unit in a clean, sightly, safe and first class condition consistent with its original intended appearance (the "Senior Living Owner's Maintenance"). If the Senior Living Owner shall fail to perform the Senior Living Owner's Maintenance as aforesaid, the Board may give written notice to Senior Living Unit Owner specifying the manner in which such Owner has failed to so perform. If such failure has not been corrected within thirty (30) days after such notice is given, or if such work cannot be completed within such thirty (30)-day period, has not been commenced within such period and thereafter diligently completed, the Board may perform such work, but not with respect to the interior of the Senior Living Building. The Board by reason of its performing such work shall not be liable or responsible to the Senior Living Unit Owner for any losses or damage thereby sustained by such Owner or anyone claiming by or under such Owner except for gross negligence or intentional misconduct. The Senior Living Unit Owner shall be liable for the cost of such work and shall promptly reimburse the Association therefor, failing which, the Board shall have all rights, powers and remedies regarding collection of such delinquent sums (pursuant to the Act, this Declaration and the By-Laws) as if such sums were unpaid assessments.

(c) **Building Limited Common Elements – Residential Buildings.**

Maintenance, repairs and replacements of the Building Limited Common Elements appurtenant to each Residential Building shall be furnished by the Association; provided, however, the costs associated therewith, or with any alterations made to the Building Limited Common Elements pursuant to Section 17, shall be assessed in their entirety to the Owners of the Residential Units contained in each such Residential Building according to the ratio that each such Owner's Ownership Interest bears to the aggregate Ownership Interests of all Unit Owners in such Residential Building. For example, if a given Residential Building contains four (4) Units and if the Ownership Interests of the Unit Owners are 1% (Unit A), 2% (Unit B), 3% (Unit C) and 4% (Unit D), respectively, then the costs for maintenance of the Building Limited Common Elements of such Residential Building which are to be assessed to the Owners of such Units pursuant to this subsection shall be as follows: Unit A - 10%; Unit B - 20%; Unit C - 30%; and Unit D - 40%. For purposes of this Section (c), all of the Villa Buildings shall be treated as a single Residential Building so that all of the Unit Owners in the Villa Buildings shall share all of the costs of maintenance, repair, alteration and replacement of any or all of the Villa Buildings. Notwithstanding the foregoing, however, the Board shall have the right, in its reasonable discretion, to allocate particular costs associated with the Building Limited Common Elements to all of the Unit Owners in all of the Residential Buildings, in lieu of allocating such costs to individual Residential Buildings, in the event the Board determines that such costs benefit the Residential Parcel as a whole.

(d) **Exclusive Limited Common Elements– Residential Buildings.**

Except as otherwise determined by the Board (in its sole discretion), maintenance, repairs and replacements of each of the Exclusive Limited Common Elements, or alterations thereof made pursuant to Section 17, shall be performed by the Association, but the costs thereof shall be assessed in their entirety to, and payable only by, the Residential Unit Owners who benefit from the maintenance, repairs, replacements and/or alteration thereof.

(e) **General Common Elements.** Maintenance, repairs, replacement and administration of the General Common Elements shall be performed by the Association and the costs thereof, or of any alterations of the General Common Elements made pursuant to Section 17, shall be assessed to all of the Unit Owners (including the Residential Unit Owners and the Senior Living Unit Owner) in accordance with respective Ownership Interests.

(f) **Miscellaneous.** If pursuant to the provisions of this Article 16, a Unit Owner is obligated to perform any maintenance, repairs and/or replacements, the Board may require the Unit Owner to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may rise therefrom.

If, due to the act or neglect of a Unit Owner, or of a member of his or her family or household pet or of a guest or other authorized occupant or visitor of such Unit

Owner or the operation of a fixture, appliance or equipment damage shall be caused to any portion of the Common Elements or to a Unit or Units owned by others, and/or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense or at the expense of other Persons, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's or Senior Living Unit Owner's insurance.

The authorized representatives of the Association and the Board (and their employees, officers and agents) shall have access upon reasonable notice to the individual Units (but not the interior of the Senior Living Building) and Limited Common Elements from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements located in or accessible therefrom, and immediate access to Units (but not the interior of the Senior Living Building) to make emergency repairs therein that are necessary to prevent damage to the Common Elements or other Residential Units.

17. **Alterations, Additions or Improvements.** No alterations of any Common Elements located within the Residential Parcel, or any additions or improvements thereto shall be made by any Unit Owner without the prior written approval of the Board. The Senior Living Unit Owner may make alterations, additions or improvements of or to the Senior Living Unit, at its sole cost and expense; provided, however, all such alterations, additions or improvements must conform with the provisions of the Declaration of Covenants and may only be made in the circumstances permitted thereunder. The Board may authorize and charge as a Common Expense, in accordance with the provisions of Article 16 and as provided in the By-Laws, any alterations, additions and improvements of or to the Common Elements as made by the Association. Any Unit Owner may make alterations, additions or improvements within the Residential Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Residential Units or the Common Elements, arising from such Unit alterations, additions or improvements.

18. **Decorating of Units; Construction of Senior Living Building.** Each Residential Unit Owner shall furnish and be responsible for, at his or her own expense, all of the decorating within his or her own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, all countertops, cabinets, fixtures (electrical, plumbing, HVAC) floor finishes and other furnishings and interior decorating. The Senior Living Unit Owner shall furnish and be responsible for, at its own expense, all of the improvements to the Senior Living Unit, including, without limitation, construction of the Senior Living Building and the decorating within the Senior Living Building from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, all countertops, cabinets, fixtures (electrical, plumbing, HVAC) floor finishes and other furnishings and interior decorating.

Each Residential Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of a Residential Unit, and such Unit Owner shall maintain such interior surfaces in good condition at his or her sole expense as may be required from time to time.

Decorating of the Building Limited Common Elements of the Residential Buildings shall be furnished by the Association and the costs thereof shall be charged to the Residential Unit Owners as provided in Article 16. The Building Committee for each Mid-Rise Building (or for the Villa Buildings) may make recommendations to and consult with the Board in connection with the decorating of the Limited Common Elements within such Mid-Rise Building (or the Villa Buildings). The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each Unit Owner. The exterior surfaces of such windows and patio doors in a Residential Building are Exclusive Limited Common Elements and, accordingly, the cleaning, washing, repair or replacement shall be done by the Unit Owner or the Association as the Board shall determine.

19. **Sale, Leasing Or Other Alienation**

(a) **Right Of First Refusal.** The Association shall have no right of first refusal with respect to the sale of any Unit, Parking Space or Storage Space by any Unit Owner.

(b) **Leasing Of Residential Units.** Each Residential Unit Owner shall have the right to lease all (and not less than all) of his or her Unit, together with or exclusive of the Unit's assigned Parking Space as the Unit Owner determines in his or her sole discretion, subject to the provisions of paragraph (c), subsections (i), (ii) (iii) and (iv) below:

Notice of any transfer shall be given to the Board at least thirty (30) days prior to the completion or closing of the sale by providing to the Board of Directors a copy of the real estate sales contract and written identification of the occupants of the Residential Unit.

(c) **Restrictions On Leasing Of Residential Units.**

(i) A Residential Unit Owner shall not lease his Unit for less than one (1) year; or for hotel or transient purposes;

(ii) After compliance with the foregoing provisions, the Residential Unit Owner must deliver to the Board a copy of the written, executed, lease or a memorandum of an oral lease not less than ten (10) days after execution or prior to possession of the Unit by the Lessee, whichever is first;

(iii) The provisions of the Act, the Declaration, By-Laws, and rules and regulations shall apply to any person leasing a Residential Unit and shall be deemed incorporated in any lease;

(iv) In addition to any other remedies, the Association may seek to enjoin a tenant and Residential Unit Owner from occupying a Residential 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 this Section or by the Declaration, By-Laws and rules and regulations. The Board 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 tenant of any covenants, rules, regulations or By-Laws.

(d) **Leasing Of Senior Living Unit.** The Senior Living Unit Owner may lease any or all of the apartments within the Senior Living Building and the terms of this Article 19(c) above shall not apply to such leasing transactions; provided, however, the terms of such lease(s) must not violate applicable zoning ordinances or the terms of the PUD.

(e) **Parking Spaces.** The Residential Unit Owner to which a Parking Space is assigned as an Exclusive Limited Common Element hereunder may (with the prior written consent of the First Mortgagee, if any, of the Unit) assign the Parking Space to another Unit in the Residential Building in which such Unit is located following the procedures required under Section 26 of the Act. A Residential Unit Owner shall not have the right to lease his or her Parking Space to a non-resident.

(f) **Storage Spaces.** The Residential Unit Owner to which a Storage Space is assigned as an Exclusive Limited Common Element hereunder may (with the prior written consent of the First Mortgagee, if any, of the Unit) assign the Storage Space to another Unit in the Residential Building in which such Unit is located following the procedures required under Section 26 of the Act. A Residential Unit Owner shall not have the right to lease his or her Storage Space to a non-resident.

(f) **Common Elements.** The Association shall have the right to lease or rent any portion of the General Common Elements for the Association with the approval of two-thirds (2/3) of the Board.

20. **Remedies.** In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Association, the Association, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or the rules and regulations or which may be available by law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and others for enforcement or foreclosure of its lien and the appointment of a receiver for the Unit and Ownership Interest of such Unit Owner.

The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in a final judgment. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to the related Ownership Interest in the Common Elements and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

All expenses of the Association in connection with any 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 ten percent (10%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his or her respective share of the Common Expenses, and the Association shall have a lien against the Unit or all of the same, as well as for nonpayment of his or her respective share of the Common Expenses.

If any Unit Owner (either by his or her own conduct or by the conduct of any other Occupant of his or her Unit) shall violate any of the provisions of this Declaration or the By-Laws adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur more than once after written notice or request to cure such violation from the Board, then the Board shall have the power to issue the defaulting Owner a ten (10) day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit. Thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by such Person and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall not repurchase or bid for the Unit. Additionally, the Board may obtain a judgment or injunction against the Unit Owner to comply with the provisions of this Declaration or the By-Laws and granting other appropriate relief including money damages.

## 21. Amendment.

Except as otherwise provided in Section 22 and Section 30, the provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners or approved at a meeting of Unit Owners holding not less than two-thirds (2/3rds) of the

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Ownership Interests and certified by the Secretary of the Association; provided, however, (i) that all lienholders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is made a part of such instrument; (ii) no provisions of this Declaration pertaining to the rights, options, privileges or duties of the Senior Living Unit may be amended, changed, modified or rescinded in any way (pursuant to this Section 21, Section 22 or otherwise) without the prior written consent of the Senior Living Unit Owner; and (iii) no provisions of this Declaration pertaining to the rights, options, privileges or duties of the Developer may be amended, changed, modified or rescinded in any way without the prior written consent of the Developer.

Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration, or the By-Laws, require the consent or agreement of all Unit Owners or of all lienholders or of the Developer or Declarant for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lienholders or both, or by the Developer or Declarant, as the case may be, as required by the Act or this Declaration.

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon recording of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

## **22. Add-On Condominiums.**

The Developer and its successors and assigns, hereby reserve the right and option, at any time and from time to time, within ten (10) years from the date of the recording of this Declaration in the Office of Recorder of Deeds of Cook County, Illinois, to add additional "property" (as such term is defined in the Act) to that which has been submitted to the provisions of the Act pursuant to the terms of this Declaration ("Developer's Add-On Rights"), and in connection therewith, to reallocate Ownership Interests in the Common Elements as hereinafter described, by recording an amendment or amendments to this Declaration executed by the Developer (every such instrument being hereinafter referred to as "Amendment to Condominium Declaration") which shall set forth the legal description of the additional parcel or parcels within the Future Development Parcel to be annexed to the Property, if applicable, and which shall otherwise be in compliance with the provisions of this Section 22 and the requirements of the Act.

The "Developer's Add-On Rights" shall include, but without limitation, the right to (a) add-on and annex to the Property all or any portion of the Future Development Parcel, (b) create additional Units within Buildings hereinafter constructed within the Condominium Parcel (as it may be expanded from time to time), and (c) in connection with the foregoing to reallocate Ownership Interests as provided below.

The maximum number of Units which may be created within the Development Parcel shall be the greater of (a) the current number of units which have been approved by the Village for development on the Development Area pursuant to the existing PUD (i.e. 84 units per building in three (3) Mid-Rise Buildings and 54 units in eleven (11) Villa Buildings or any greater or lesser number of Units which may be approved by the Village in any future amended PUD of the Development Parcel, or (b) the number of units provided for in subsection (a) above plus the maximum number of units which may hereafter be approved by the Village for development (in a planned unit development or otherwise) within the boundaries of the Schwarz Property. Furthermore, in the event the Village amends the PUD with regard to the Senior Living Parcel to permit the development of residential condominiums thereon (including or not including commercial space therein), then all such Units contemplated by such amended PUD may be constructed within the Senior Living Parcel and added to the Property pursuant to the provisions of this Section 22. The maximum number of units which may be created on each acre of the Development Parcel shall not exceed the maximum number of units per acre permitted by ordinances of the Village of Morton Grove, Illinois from time to time or any planned unit development approved by the Village of Morton Grove, whichever is greater.

Upon the recording of every such Amendment to Condominium Declaration, the Additional Parcel and/or the Additional Property, as applicable, shall be deemed submitted to the Act and governed in all respects by the provisions of this Declaration and shall thereupon become part of the Property. No portion or portions of the Future Development Parcel shall be subject to any provisions of this Declaration unless and until an Amendment to Condominium Declaration is recorded annexing such portion or portions to the Property as aforesaid. The Unit Owners shall have no rights whatsoever in or to any portion of the Future Development Parcel unless and until an Amendment to Condominium Declaration is recorded annexing such portion to the Property as aforesaid.

Upon the expiration of said ten (10)-year period, no Additional Property and no portion of the Future Development Parcel which has not theretofore been made part of or annexed to the Property shall thereafter be annexed to the Property. Additional Property and portions of the Future Development Parcel may be added to the Property at different times within such ten (10)-year period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which Additional Property or portions of the Future Development Parcel may be added to the Property, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made within the Condominium Parcel or the Future Development parcel. Structures, improvements, buildings and units to be constructed on the Condominium Parcel (as it may be expanded from time to time) or portions of the Future Development Parcel which are added to the Property need not, except to the extent required by applicable laws and ordinances and the provisions of the Declaration of Covenants, be compatible with the configuration of the Property in relation to density, use, construction and architectural style.

(a) **Amendments to Condominium Declaration Adding Additional Property.** Every Amendment to the Condominium Declaration shall include:

(i) The legal description of the Future Development Parcel annexed to the Property, if applicable;

(ii) An amendment to the Plat with the boundaries of the portion or portions of the Future Development Parcel then being annexed to the Property, if applicable, and delineating and describing the Units constructed or to be constructed on the Condominium Parcel or portions of the annexed Future Development Parcel, if applicable, and the indoor Parking Spaces and Storage Spaces assigned to Unit Owners, if any, and

(iii) An Amendment to Exhibit D attached hereto which shall set forth the amended Ownership Interests, including the Common Elements attributable to the Existing Units and the Added Units.

(b) **Determination of Amendments to Percentages Of Ownership Interest in the Common Elements.** The Ownership Interest in the Common Elements allocable to every Unit, as amended by each Amendment to Condominium Declaration, shall be determined as follows:

(i) The Common Elements (including General Common Elements, Building Limited Common Elements and Exclusive Limited Common Elements), as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Common Elements (and each component thereof) as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Common Elements") and the Common Elements (and each component thereof) added by such Amendment to Condominium Declaration (the "Added Common Elements");

(ii) The Units, as amended by such Amendment to Condominium Declaration, shall be deemed to consist of the Units as existing immediately prior to the recording of such Amendment to Condominium Declaration (the "Existing Units") and the Units added by such Amendment to Condominium Declaration (the "Added Units");

(iii) The value of the Added Units (which value shall be determined by Developer) shall be added to the value of the Existing Units (which value shall be determined by the Developer) and the total of all of such values shall be deemed to be the new value of the Units as a whole. Values shall be determined by Developer as of the date of recording of every Amendment to Condominium Declaration and such values determined by the Developer shall be unconditionally binding and conclusive for all purposes notwithstanding the sale price of any Unit or Units;

(iv) The Ownership Interest in the entire Common Elements (both the Existing Common Elements and the Added Common Elements) to be allocated among

all of the Units (both the Existing Units and the Added Units) shall be computed by dividing the value of every Unit, and determined by Developer as described in the preceding subparagraph (c), by the value of the Units as a whole, as determined by Developer in the manner described in the preceding subparagraph (iii);

(v) The Existing Units shall be entitled to their respective Ownership Interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, in the Added Common Elements and in the Existing Common Elements;

(vi) The Added Units shall be entitled to their respective Ownership Interest in the Common Elements, as set forth in such Amendment to Condominium Declaration, in the Added Common Elements and in the Existing Common Elements;

(vii) All of the provisions of this Declaration, as amended by every successive Amendment to Condominium Declaration, shall be deemed to apply to all of the Units (both the Added Units and the Existing Units) and to all of the Common Elements (both the Added Common Elements and the Existing Common Elements); and

(viii) The recording of an Amendment to Condominium Declaration shall not alter or affect the amount of any lien for Common Expenses due from the Owner of any Existing Unit prior to such recording, nor the respective amounts theretofore assessed to or due from owner or owners of Existing Units for Common Expenses or other assessments.

(c) **Existing Mortgages.** Upon recording of every Amendment to Condominium Declaration, the lien of every mortgage encumbering an Existing Unit, together with its appurtenant Ownership Interest in the Existing Common Elements, shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective Ownership Interest in the Common Elements for such Existing Unit as set forth in such Amendment to Condominium Declaration, and lien of such mortgage shall automatically attach to such Ownership Interest in the Added Common Elements.

(d) **Binding Effect.** Every Unit Owner and every mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Unit Owner, by such Person's acceptance of any deed or mortgage or other interest in or with respect to any Unit, shall be deemed to have expressly agreed and consent to (i) each and all of the provisions Section 22 and Section 23, (ii) the recording of every Amendment to Condominium Declaration which may amend and adjust such person's or entity's respective Ownership Interest in the Common Elements from time to time as provided in Section 22 and Section 23 and (iii) all of the provisions of every Amendment to Condominium Declaration which may hereafter be recorded in accordance with the provisions of this Declaration. A power coupled with an interest is hereby granted to the Developer as attorney in fact to amend and adjust the Ownership Interest percentages in the Common Elements from time to time in accordance with every such Amendment to Condominium Declaration recorded pursuant hereto.

23. **Special Amendments.** Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Veteran's Affairs (formerly known as the Veteran's Administration), Department of Housing and Urban Development, the Federal Housing Association, the Village of Morton Grove (including, any amendments which serve to conform the provisions of this Declaration to the PUD, as it may be modified from time to time), or any other governmental agency or any other public, quasi-public or private entity which performs (or may perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships, (iii) to bring this Declaration into compliance with the Act, (iv) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (v) to correct any errors or omissions in the Plat attached to this Declaration or the Exhibits or any supplemental amendments thereto, (vi) to bring this Declaration into compliance with any future amendments to the PUD of the Development Area or (vii) to correct any other errors, omissions, inconsistencies or other problems or issues deemed necessary by Developer to make this Declaration work more efficiently or properly for its intended purpose and/or to make this Declaration work in a manner more consistent with the existing or intended development of the Property (including any property added pursuant to Article 22 above), provided that no amendment pursuant to this clause (vii) shall materially adversely affect any Owners' rights, benefits or obligations intended by this Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Unit Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Developer to vote in favor of, make, execute and record Special Amendments. The right of Developer to act pursuant to rights reserved or granted under this Section shall terminate at such time as Developer no longer holds or controls title to any of the Development Parcel or Future Development Parcel.

24. **Notices.** Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to any Unit Owner at such Person's address in the records of the Association (or the records of the Developer until the Association is turned over to the Unit Owners), or to the Association or Board, as the case may be, at 6301 Lincoln Avenue, Morton Grove, Illinois 60053 until the Association is turned over to the Unit Owners, or at such other address as hereinafter provided. The Association or Board may designate a difference address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to such Person by giving written notice of such Person's change of address to the 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.

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

25. **Severability.** If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of the Declaration and By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of the Declaration or By-Laws shall be construed as if such invalid part was never included therein.

26. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of the President of the United States, George W. Bush.

27. **Rights and Obligations.** Each grantee of the Developer, by the acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

28. **Land Trust as Unit Owner.** In the event title to any Unit is conveyed to a Land Trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit.

29. **Assignment by the Declarant or Developer.** All rights which are specified in this Declaration to be rights of the Declarant or the Developer are assignable, mortgageable, transferable, but only by a written instrument signed by the Declarant or the Developer, as the case may be, and recorded, which expressly

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assigns, mortgages or transfers the Declarant's or Developer's rights as the "Declarant" or "Developer" hereunder. Any successor to, or assignee of, the Declarant or the Developer hereunder (including, whether by foreclosure or deed-in-lieu of foreclosure) shall hold or be entitled to exercise the rights of the Declarant or the Developer, as applicable, hereunder as fully as if named as such party herein. No party exercising rights as the Declarant or Developer hereunder shall incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

McShane Corporation hereby irrevocably assigns to The Woodlands Of Morton Grove LLC all of McShane Corporation's interest in this Declaration as "Declarant" and "Developer". The foregoing assignment shall be effective immediately following recording of this Declaration with the Cook County Recorder of Deeds (the "Effective Date").

30. **Removal Of Senior Living Unit.**

(a) **Prerequisites.** Upon written request of the Owner of the Senior Living Unit and provided such Owner is not in default hereunder (but not later than expiration of the tenth (10<sup>th</sup>) year from the date of recording of this Declaration in the Office of Recorder of Deeds of Cook County, Illinois, the Developer and its successors and assigns shall (i) remove the Senior Living Unit (including the Senior Living Parcel) from the provisions of this Declaration and the Act ("Removal") provided that the Village of Morton Grove has theretofore granted final approval to a plat of subdivision of the Development Area which subdivides the Senior Living Parcel from the remainder of the Development Parcel), and (ii) in connection therewith may reallocate Ownership Interests as hereinafter described. The Removal shall be effected by recording an amendment to this Declaration executed by the Developer, its successors and/or assigns and the Owner of the Senior Living Unit (such instrument shall be referred to herein as the "Removal Declaration Amendment"). The Removal Declaration Amendment shall set forth the legal description of the portion of the Condominium Parcel which is to be removed from the provisions of this Declaration and the Act (the "Removed Parcel"), which parcel shall be identical or substantially similar in size and configuration to the Senior Living Parcel. The decision of whether the Removed Parcel is "identical or substantially similar in size and configuration to the Senior Living Parcel" shall be made by the Developer whose decision shall be final; provided, however, the Developer shall act reasonably and promptly in rendering its decision.

(b) **Consequences Of Removal.** Upon the recording of the Removal Declaration Amendment, the Removed Parcel shall be deemed removed from the provisions of this Declaration and the Act, the Senior Living Unit Owner shall be deemed to own the entire Removed Parcel, the Senior Living Unit shall thereafter cease to be a Unit (accordingly, the Ownership Interest of the Senior Living Unit Owners shall thereafter be zero); all provisions of the Declaration which pertain to the Senior Living Unit shall thereafter be of no force or effect; and the Developer shall amend the Declaration to reflect the foregoing. Every Unit Owner and every mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Unit

Owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Unit: (i) shall be deemed to have expressly agreed and consent to each and all of the provisions of this Section 30, the recording of the Removal Declaration Amendment, and the amendment of each Unit Owner's respective Ownership Interest in the Common Elements from time to time as provided below in this Section 30; and (ii) hereby agrees to convey and quit-claim to the Senior Living Unit Owner all right, title and interest they may have, if any, in and to the Removed Parcel as a consequence of its removal from the provisions of this Declaration and the Act. A power coupled with an interest is hereby granted to the Developer as attorney in fact to (iii) amend and adjust the Ownership Interests from time to time in accordance with the Removal Declaration Amendment recorded pursuant hereto; (iv) make the conveyances which are provided for above in this subsection (b); and (v) to take all other acts necessary to implement the intent of this Section 30. The Removal from this Declaration of the Senior Living Unit shall not remove or otherwise affect the covenants, conditions, restrictions easements or other provisions of the Declaration of Covenants, as they may benefit or burden the Senior Living Unit or any portion thereof.

The Removal Amendment Declaration shall include, without limitation: (i) an amended and restated (i.e. substitute) Plat of the Property after removal of the Removed Parcel, which depicts the remaining Units located on the Condominium Parcel after Removal; and (ii) an Amendment to Exhibit D attached hereto which shall set forth the amended Ownership Interest in the Common Elements following Removal.

(c) **Determination of Amendments to Ownership Interest Percentages in the Common Elements.** The Ownership Interest in the Common Elements allocable to every Unit following Removal shall be determined as follows:

(i) The Common Elements, as amended by such Removal Declaration Amendment (the "Reduced Common Elements"), shall be deemed to consist of the Common Elements as existing immediately prior to the recording of such Removal Amendment Declaration minus the Common Elements lying within the boundaries of the Removed Parcel;

(ii) The Units, which remain after such Removal Declaration Amendment (the "Remaining Units"), shall be deemed to consist of the Units as existing immediately prior to the recording of such Removal Amendment Declaration minus the Senior Living Unit;

(iii) The Ownership Interests in the Reduced Common Elements to be allocated among all of the Remaining Units shall be computed by dividing the Ownership Interest of each Remaining Unit by the aggregate Ownership Interests of all of the Remaining Units;

(iv) The Remaining Units shall be entitled to their respective Ownership Interests in the Common Elements, as set forth in such Removal Amendment Declaration in the Reduced Common Elements;

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(v) The recording of the Removal Amendment Declaration shall not alter or affect the amount of any lien for Common Expenses due from the Owner of the Senior Living Unit prior to such recording, nor the respective amounts theretofore assessed to or due from owner or owners of Remaining Units for Common Expenses or other assessments.

(c) **Existing Mortgages.** Upon recording of the Removal Amendment Declaration, the lien of every mortgage encumbering the Senior Living Unit shall automatically become a lien on the Senior Living Parcel and no longer encumber any Common Elements and the lien of every mortgage encumbering any of the Remaining Units, together with its appurtenant Ownership Interest in the Common Elements (prior to recording of the Removal Amendment Declaration), shall automatically be deemed to be adjusted and amended to encumber such Unit and the respective Ownership Interest for such Unit as set forth in such Removal Amendment Declaration, and lien of such mortgage shall automatically attach to such Ownership Interest in the Reduced Common Elements.

31. **Conflicts.** In the event of any conflicts between the terms of the Declaration of Covenants and this Declaration, the terms of the Declaration of Covenants shall control to the fullest extent permitted by law.

IN WITNESS WHEREOF, The Woodlands of Morton Grove, L.L.C. has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Manager, this 24<sup>th</sup> day of May, 2002.

THE WOODLANDS OF MORTON GROVE, L.L.C.,  
an Illinois limited liability company, by The Elliott  
Group, Inc., its Manager

By: [Signature]  
Its President

McSHANE CORPORATION, an Illinois Corporation

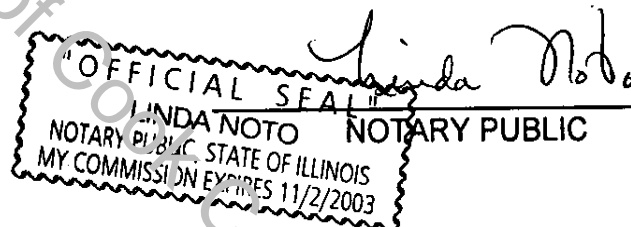
By: [Signature]

Its: Sr. V.P.

STATE OF ILLINOIS    )  
                                  ) SS:  
COUNTY OF COOK    )

I, Linda Noto, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark Elliott, President of The Elliott Group, Inc., an Illinois corporation, as Manager of THE WOODLANDS OF MORTON GROVE, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation and limited liability company, for the uses and purposes therein set forth.

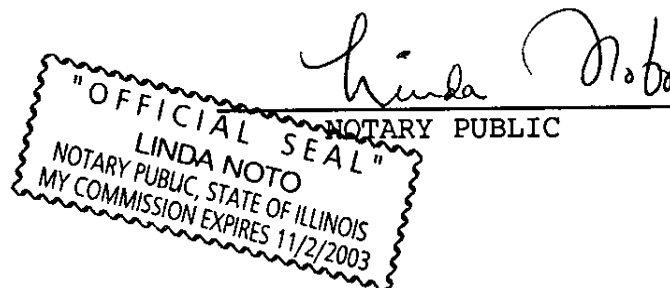
GIVEN under my hand and Notarial Seal this 24th day of MAY, 2002.



STATE OF ILLINOIS    )  
                                  ) SS:  
COUNTY OF COOK    )

I, Linda Noto, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mr. McGill, President of McShane Corporation, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 5th day of JUNE, 2002.



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## CONSENT OF MORTGAGEE

Howard Savings Bank, holder of a mortgage on the Property, dated JUNE 1, 2001, and recorded as Document Number 001049959 in the Office of the Cook County Recorder of Deeds, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Woodlands of Morton Grove Condominium Association, and agrees that said Mortgage is subject thereto and to the provisions of the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said HOWARD SAVINGS BANK has caused this instrument to be signed by its duly authorized offices on its behalf; all done at WILMETTE, Illinois, on this day of JUNE 5, 2002.

Howard Savings Bank

By: [Signature]

Its: PRESIDENT

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, LINDA NOTO, a Notary Public in and for said County and State, do hereby certify that ALINA PRODOMOV and HOWARD SAVINGS BANK, respectively of HOWARD SAVINGS BANK, as such PRESIDENT, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of JUNE, 2002.

"OFFICIAL SEAL"

LINDA NOTO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/2/2003

[Signature]  
Notary Public

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CONSENT OF MORTGAGEE

LASALLE BANK, holder of a mortgage on the Property, dated August 31, 2000, and recorded as Document Number 00685530 in the Office of the Cook County Recorder of Deeds, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Woodlands of Morton Grove Condominium Association, and agrees that said Mortgage is subject thereto and to the provisions of the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said MARIA K. ALEXAKIS has caused this instrument to be signed by its duly authorized offices on its behalf; all done at CHICAGO, Illinois, on this day of JUNE 4, 2002.

By: Maria K. Alexakis

Its: AVP

ATTEST:

By: [Signature]

Its: SVP

STATE OF ILLINOIS )

) SS.

COUNTY OF COOK )

I, MARIA T. ESPARZA, a Notary Public in and for said County and State, do hereby certify that MARIA K. ALEXAKIS and JAMES F. TURNER, respectively of LASALLE BANK N.A., as such AVP & SVP, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 4th day of JUNE, 2002.

Maria T. Esparza

Notary Public



**CONSENT OF MORTGAGEE**

AHW Enterprises, Inc., holder of a mortgage on the Property, dated MAY 24, 2002, and recorded as Document Number \_\_\_\_\_ in the Office of the Cook County Recorder of Deeds, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for The Woodlands of Morton Grove Condominium Association, and agrees that said Mortgage is subject thereto and to the provisions of the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, the said AGW ENTERPRISES, INC has caused this instrument to be signed by its duly authorized offices on its behalf; all done at ROCK RIDGE, Illinois, on this day of May 24, 2002.

**AHW Enterprises, Inc.**

By: [Signature]  
Its: President

**ATTEST:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, LINDA NOTO, a Notary Public in and for said County and State, do hereby certify that Albert H. Wohlers, President of AHW Enterprises, Inc., appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24th day of May 2002.

"OFFICIAL SEAL" Notary Public  
LINDA NOTO  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/2/2003

The Development Area consists of approximately fifteen (15) acres that is a redevelopment site approved by the Village as a Planned Unit Development. McShane Corporation intends to construct a senior living building on the Senior Living Parcel which is intended, but not required, to be a senior living apartment building and which is intended to contain not more than 200 living units. Woodlands LLC intends to construct three (3) Mid-Rise Buildings containing not more than eighty-four (84) units each and eleven (11) Villa Buildings containing not more than fifty-four (54) Residential Units on the remainder of the Development Parcel.

The Declarant hereby submits the Condominium Parcel, together with all improvements and other permanent fixtures of whatsoever kind thereon (including the Initial Residential Building), and all rights and privileges belonging or pertaining thereto (hereinafter called the "Property"), to the provisions of the Illinois Condominium Property Act pursuant to the provisions of the Original Declaration, as amended hereby and restated in their entirety; and

The Property and the remainder of the Development Area are also subject to certain easements, restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as well as certain architectural standards for buildings to be constructed or to be constructed thereon, which are described in a separate Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration of Covenants") which is to be recorded with the Recorder of Deeds of Cook County, Illinois immediately prior to this Declaration.

Subject to the terms and conditions contained below in this Declaration and in the By-Laws attached hereto, the Association and its Board of Directors will administer the Condominium Parcel (as it may be expanded or contracted from time to time pursuant to Section 22 and 30 below) and all buildings located thereon (presently or in the future pursuant to Section 22 below), including the Residential Buildings and the Senior Living Building (but with respect to the Senior Living Building, only to the extent expressly set forth herein); and

The Declarant desires and intends that the Unit Owners, mortgagees, occupants, and all other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall 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 such development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

**NOW, THEREFORE, McShane Corporation and The Woodlands of Morton Grove, L.L.C., as Declarant of the real estate hereinbefore described, and for the purposes above set forth, DECLARES AS FOLLOWS, AND THIS DECLARATION AMENDS AND RESTATES, AND THEREBY SUPERSEDES, THE ORIGINAL DECLARATION IN ITS ENTIRETY:**

1. **Definitions.** As used herein, unless the context otherwise requires:

"Act" means the "Illinois Condominium Property Act".

"Additional Parcel" means all or any portion of the Future Development Parcel (as hereinafter defined) actually submitted to the Illinois Condominium Property Act pursuant to the provisions of Section 22 below.

"Additional Property" means all improvements or structures erected or constructed in, on or under the Condominium Parcel in the future (including buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners) submitted to the provisions of the Act in the future pursuant to the provisions of Article 22.

"Association" means The Woodlands of Morton Grove Condominium Association, created under this Declaration.

"Board" means the Board of Directors of The Woodlands of Morton Grove Condominium Association.

"Building Committee" means (a) with respect to each Mid-Rise Building, the group of Residential Unit Owners (defined below) within a given Mid-Rise Building who have been appointed by the Unit Owners of such Mid-Rise Building pursuant to the By-Laws for the purpose of providing input and direction to the Board regarding the portions of the budget which apply to such Mid-Rise Building and its Limited Common Elements, and (b) with respect to all of the Villa Buildings, as a whole (but not with respect to each Villa Building), the group of Residential Unit Owners (defined below) within the Villa Buildings who have been appointed by the Unit Owners of the Villa Buildings pursuant to the By-Laws for the purpose of providing input and direction to the Board regarding the portions of the budget which apply to the Village Buildings and their Limited Common Elements. There shall be no Building Committee with respect to the Senior Living Building because the Senior Living Building contains no Common Elements.

"Building Limited Common Elements" means (a) all portions of each Residential Building, except for the Residential Units contained therein (and except for the Exclusive Limited Common Elements appurtenant to such Residential Buildings), which shall include, but without limitation, hallways and entrances, exterior walls, roofs, central antenna television equipment, and pipes, wiring and other components for heating, cooling and plumbing fixtures; and (b) all site improvements appurtenant to each Residential Building, which shall include, but without limitation, parking lots, driveways, walks, landscaping, exterior lighting and other areas of the grounds surrounding the Residential Buildings. There are no Building Limited Common Elements appurtenant to the Senior Living Building.

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## Exhibit A

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### Legal description of the Development Parcel

THAT PART OF LOT "A" IN BAXTER LABORATORIES CONSOLIDATION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1947 AS DOCUMENT NO. 14042019, TOGETHER WITH THAT PART OF LOT ~~34~~ IN THE COUNTY CLERK'S DIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT "A"; THENCE SOUTH 66 DEGREES 07 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT "A", 114.62 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 69 DEGREES 17 MINUTES 16 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT "A" 901.46 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE EASEMENT FOR THE PURPOSES OF ACCESS, INGRESS AND EGRESS (BUT NOT PARKING) OF MOTOR VEHICLES AS CREATED, DEFINED AND LIMITED INSTRUMENT RECORDED JANUARY 31, 1992 AS DOCUMENT NO. 92065893, SAID POINT OF INTERSECTION BEING 35.62 FEET, AS MEASURED ALONG THE NORTHERLY LINE OF SAID LOT "A", WESTERLY OF THE NORTHEAST CORNER OF SAID LOT "A"; THE FOLLOWING 4 COURSES ARE ALONG THE WESTERLY LINE OF SAID EASEMENT FOR THE PURPOSES OF ACCESS, INGRESS AND EGRESS (BUT NOT PARKING) OF MOTOR VEHICLES AS CREATED, DEFINED AND LIMITED INSTRUMENT RECORDED JANUARY 31, 1992 AS DOCUMENT NO. 92065893; THENCE SOUTH 03 DEGREES 20 MINUTES 59 SECONDS WEST (RECORD SOUTH 03 DEGREES 18 MINUTES 29 SECONDS WEST), 211.18 FEET TO AN ANGLE POINT ON SAID LINE; THENCE SOUTH 20 DEGREES 45 MINUTES 07 SECONDS WEST (RECORD SOUTH 20 DEGREES 40 MINUTES 42 SECONDS WEST), 238.40 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 48 DEGREES 08 MINUTES 42 SECONDS WEST, 79.87 FEET (RECORD, SOUTH 48 DEGREES 11 MINUTES 12 SECONDS WEST, 79.86 FEET) TO AN ANGLE POINT IN SAID LINE ON THE NORTHERLY EXTENSION OF THE WESTERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING, SAID POINT BEING 48.00 FEET NORTH OF A NORTHWEST CORNER OF THE EXTERIOR WALLS OF BRICK BUILDING; THENCE SOUTH 01 DEGREES 08 MINUTES 13 SECONDS EAST ALONG SAID LAST DESCRIBED LINE AND ALONG THE WESTERLY FACE OF THE EXTERIOR WALL OF BRICK BUILDING, 122.07 FEET TO A CORNER OF THE EXTERIOR WALLS OF SAID BRICK BUILDING; THENCE SOUTH 83 DEGREES 52 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING, 59.90 FEET TO A CORNER OF THE EXTERIOR WALLS OF SAID BRICK BUILDING; THENCE SOUTH 01 DEGREES 11 MINUTES 10 SECONDS EAST ALONG THE WESTERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING AND ALONG SAID WESTERLY FACE EXTENDED SOUTHERLY, 519.36 FEET TO THE SOUTH LINE OF SAID LOT "A"; THENCE SOUTH 88 DEGREES 48 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT "A" 129.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT "A"; THENCE NORTH 22 DEGREES 20 MINUTES 02 SECONDS EAST ALONG THE WESTERLY LINE OF LOT "A" AND ALONG SAID WESTERLY LINE EXTENDED, BEING ALSO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, 1618.82 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## Exhibit B

Legal description of the Condominium Parcel

**20639239**

The legal description of the Condominium Parcel consists of the legal description of the Senior Living Parcel and the Residential Parcel, both of which are set forth below.

### Senior Living Parcel

That part of the West Half of the Northwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Niles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 20; Thence South  $00^{\circ}11'31''$  East, along the East line of the West Half of said Southwest Quarter, 493.66 feet, to the South line of the North Half of the South Half of the North Half of the North Half of said Southwest Quarter; Thence South  $88^{\circ}48'59''$  West, along said South line, 539.37 feet to the Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North  $22^{\circ}20'02''$  West, along said Easterly line, 954.37 feet for the Point of Beginning; Thence North  $67^{\circ}40'11''$  East, 280.34 feet; Thence North  $22^{\circ}43'38''$  West, 153.58 feet; Thence North  $13^{\circ}00'30''$  West, 138.75 feet; Thence North  $22^{\circ}19'49''$  West, 23.00 feet; Thence North  $67^{\circ}40'11''$  East, 37.78 feet; Thence North  $18^{\circ}33'15''$  East, 18.41 feet to the Southerly Right-of-Way of Lincoln Avenue; Thence North  $69^{\circ}17'16''$  West along said Southerly line, 372.57 feet; Thence North  $66^{\circ}07'45''$  West along said Southerly line, 114.62 feet to the said Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence South  $22^{\circ}20'02''$  East, along said Easterly line, 664.45 feet to the Point of Beginning. Containing 3.503 Acres  $\pm$ .

### Residential Parcel

That part of the West Half of the Northwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Niles Township, Cook County, Illinois, described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 20; Thence South  $00^{\circ}11'31''$  East, along the East line of the West Half of said Southwest Quarter, 493.66 feet to the South line of the North Half of the South Half of the North Half of the North Half of said Southwest Quarter; Thence South  $88^{\circ}48'59''$  West, along said South line, 539.37 feet to the Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North  $22^{\circ}20'02''$  West, along said Easterly line, 954.37 feet for the Point of Beginning; Thence North  $67^{\circ}40'11''$  East, 293.04 feet; Thence South  $22^{\circ}43'38''$  East, 25.32 feet to a Point of Curvature; Thence Southerly 11.51 feet along a curve to the right having a radius of 19.00 feet (Chord Bearing South  $05^{\circ}22'03''$  East, 11.34 feet) to the beginning of a non-tangent curve; Thence Southerly 103.29 feet along a curve to the left having a radius of 95.58 feet (Chord Bearing South  $22^{\circ}43'38''$  East, 98.34 feet) to the beginning of a non-tangent curve; Thence Southeasterly 11.51 feet along a curve to the right having a radius of 19.00 feet (Chord Bearing South  $40^{\circ}05'13''$  East, 11.34 feet) to a Point of Tangency; Thence South  $22^{\circ}43'38''$  East, 162.53 feet; Thence South  $67^{\circ}16'22''$  West, 295.16 feet to said Easterly line of Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North  $22^{\circ}20'02''$  West, along said Easterly line, 309.87 feet to the Point of Beginning. Containing 2.056 Acres  $\pm$ .

**Exhibit D**  
Ownership Interests

<b>UNIT</b>	<b>Ownership Interest</b>
Senior Living Unit	15.4658%
D- 101	0.9653%
D- 102	0.9799%
D- 103	0.9908%
D- 104	0.8710%
D- 105	0.8092%
D- 106	0.9109%
D- 107	1.2122%
D- 108	0.7802%
D- 109	1.1142%
D- 110	1.0089%
D- 111	0.9799%
D- 112	0.8746%
D- 113	1.0779%
D- 114	1.1360%
D- 201	0.9690%
D- 202	1.1142%
D- 203	0.9944%
D- 204	0.8746%
D- 205	0.8129%
D- 206	0.9145%
D- 207	1.2158%
D- 208	0.7838%
D- 209	1.1178%
D- 210	1.0125%
D- 211	1.1432%
D- 212	0.8782%
D- 214	1.0815%
D- 215	1.1396%
D- 301	0.9726%
D- 302	1.1178%
D- 303	0.9980%
D- 304	0.8782%
D- 305	0.8165%
D- 306	0.9181%
D- 307	1.2195%
D- 308	0.7875%
D- 309	1.1215%
D- 310	1.0162%
D- 311	1.1469%
D- 312	0.8818%

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D- 314	1.0851%
D- 315	1.1432%
D- 401	0.9762%
D- 402	1.1215%
D- 403	1.0016%
D- 404	0.8818%
D- 405	0.8201%
D- 406	0.9218%
D- 407	1.2231%
D- 408	0.7911%
D- 409	1.1251%
D- 410	1.0198%
D- 411	1.1505%
D- 412	0.8855%
D- 414	1.0888%
D- 415	1.1469%
D- 501	1.8690%
D- 502	1.1251%
D- 503	1.0053%
D- 504	0.8855%
D- 505	0.8238%
D- 506	0.9254%
D- 507	1.2267%
D- 508	0.7947%
D- 509	1.1287%
D- 510	1.0234%
D- 511	1.1541%
D- 515	2.2465%
D- 601	0.9871%
D- 602	1.1323%
D- 603	1.0125%
D- 604	0.8927%
D- 605	0.8310%
D- 606	0.9327%
D- 607	1.2340%
D- 608	0.8020%
D- 609	1.1360%
D- 610	1.0307%
D- 611	1.1614%
D- 612	0.8964%
D- 614	1.0997%
D- 615	1.1578%
<b>Total</b>	<b>100.0000%</b>

## Exhibit E

### Legal description of the Future Development Parcel

The legal description of the Future Development Parcel consists of (a) the legal description of the portion of the Development Area which remains after submission of the Condominium Parcel to the Act pursuant to this Amended and Restated Declaration (the "Remaining Development Area" which is legally described below), and (b) the legal description of the Schwarz Parcel (which is legally described below).

#### Remaining Development Area

THAT PART OF LOT "A" IN BAXTER LABORATORIES CONSOLIDATION OF PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED APRIL 24, 1947 AS DOCUMENT NO. 14042019, TOGETHER WITH THAT PART OF LOT 34 IN THE COUNTY CLERK'S DIVISION IN THE WEST 1/2 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT "A"; THENCE SOUTH 66 DEGREES 07 MINUTES 45 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT "A", 114.62 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 69 DEGREES 17 MINUTES 16 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID LOT "A" 901.46 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE EASEMENT FOR THE PURPOSES OF ACCESS, INGRESS AND EGRESS (BUT NOT PARKING) OF MOTOR VEHICLES AS CREATED, DEFINED AND LIMITED INSTRUMENT RECORDED JANUARY 31, 1992 AS DOCUMENT NO. 92065893, SAID POINT OF INTERSECTION BEING 35.62 FEET, AS MEASURED ALONG THE NORTHERLY LINE OF SAID LOT "A", WESTERLY OF THE NORTHEAST CORNER OF SAID LOT "A"; THE FOLLOWING 4 COURSES ARE ALONG THE WESTERLY LINE OF SAID EASEMENT FOR THE PURPOSES OF ACCESS, INGRESS AND EGRESS (BUT NOT PARKING) OF MOTOR VEHICLES AS CREATED, DEFINED AND LIMITED INSTRUMENT RECORDED JANUARY 31, 1992 AS DOCUMENT NO. 92065893; THENCE SOUTH 03 DEGREES 20 MINUTES 59 SECONDS WEST (RECORD SOUTH 03 DEGREES 18 MINUTES 29 SECONDS WEST), 211.18 FEET TO AN ANGLE POINT ON SAID LINE; THENCE SOUTH 20 DEGREES 45 MINUTES 07 SECONDS WEST (RECORD SOUTH 20 DEGREES 40 MINUTES 42 SECONDS WEST), 238.40 FEET TO AN ANGLE POINT IN SAID LINE; THENCE SOUTH 48 DEGREES 08 MINUTES 42 SECONDS WEST, 79.87 FEET (RECORD, SOUTH 48 DEGREES 11 MINUTES 12 SECONDS WEST, 79.86 FEET) TO AN ANGLE POINT IN SAID LINE ON THE NORTHERLY EXTENSION OF THE WESTERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING, SAID POINT BEING 48.00 FEET NORTH OF A NORTHWEST CORNER OF THE EXTERIOR WALLS OF BRICK BUILDING; THENCE SOUTH 01 DEGREES 08 MINUTES 13 SECONDS EAST ALONG SAID LAST DESCRIBED LINE AND ALONG THE WESTERLY FACE OF THE EXTERIOR WALL OF BRICK BUILDING, 122.07 FEET TO A CORNER OF THE EXTERIOR WALLS OF SAID BRICK BUILDING; THENCE SOUTH 88 DEGREES 52 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING, 59.90 FEET TO A CORNER OF THE EXTERIOR WALLS OF SAID BRICK BUILDING; THENCE SOUTH 01 DEGREES 11 MINUTES 10 SECONDS EAST ALONG THE WESTERLY FACE OF THE EXTERIOR WALL OF THE BRICK BUILDING AND ALONG SAID WESTERLY FACE EXTENDED SOUTHERLY, 519.36 FEET TO THE SOUTH LINE OF SAID LOT "A"; THENCE SOUTH 88 DEGREES 48 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT "A" 129.86 FEET TO THE SOUTHWEST CORNER OF SAID LOT "A"; THENCE NORTH 22 DEGREES 20 MINUTES 02 SECONDS EAST ALONG THE WESTERLY LINE OF LOT "A" AND ALONG SAID WESTERLY LINE EXTENDED, BEING ALSO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD, 1618.82 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS; except therefrom the following described property:

- (a) That part of the West Half of the Northwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Niles Township, Cook County, Illinois, described as follows:

Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 20; Thence South 00°11'31" East, along the East line of the West Half of said Southwest Quarter, 493.66 feet, to the South line of the North Half of the South Half of the North Half of the North Half of said Southwest Quarter; Thence South 88°48'59" West, along said South line, 539.37 feet to the Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North 22°20'02" West, along said Easterly line, 954.37 feet for the Point of Beginning; Thence North 67°40'11" East, 280.34 feet; Thence North 22°43'38" West, 153.58 feet; Thence North 13°00'30" West, 138.75 feet; Thence North 22°19'49" West, 23.00 feet; Thence North 67°40'11" East, 37.78 feet; Thence North 18°33'15" East, 18.41 feet to the Southerly Right-of-Way of Lincoln Avenue; Thence North 69°17'16" West along said Southerly line, 372.57 feet; Thence North 66°07'45" West along said Southerly line, 114.62 feet to the said Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence South 22°20'02" East, along said Easterly line, 664.45 feet to the Point of Beginning (the Senior Living Parcel); and

(b) That part of the West Half of the Northwest Quarter of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, in Niles Township, Cook County, Illinois, described as follows: Commencing at the Northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 20; Thence South 00°11'31" East, along the East line of the West Half of said Southwest Quarter, 493.66 feet to the South line of the North Half of the South Half of the North Half of the North Half of said Southwest Quarter; Thence South 88°48'59" West, along said South line, 539.37 feet to the Easterly line of the Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North 22°20'02" West, along said Easterly line, 954.37 feet for the Point of Beginning; Thence North 67°40'11" East, 293.04 feet; Thence South 22°43'38" East, 25.32 feet to a Point of Curvature; Thence Southerly 11.51 feet along a curve to the right having a radius of 19.00 feet (Chord Bearing South 05°22'03" East, 11.34 feet) to the beginning of a non-tangent curve; Thence Southerly 103.29 feet along a curve to the left having a radius of 95.58 feet (Chord Bearing South 22°43'38" East, 98.34 feet) to the beginning of a non-tangent curve; Thence Southeasterly 11.51 feet along a curve to the right having a radius of 19.00 feet (Chord Bearing South 40°05'13" East, 11.34 feet) to a Point of Tangency; Thence South 22°43'38" East, 162.53 feet; Thence South 67°16'22" West, 295.16 feet to said Easterly line of Chicago - Milwaukee - St. Paul and Pacific Company Railroad; Thence North 22°20'02" West, along said Easterly line, 309.87 feet to the Point of Beginning (the Residential Parcel).

### Schwarz Parcel

PORTION "A": OF THOSE PARTS OR PARCELS 1, 2, 4, 5 AND 6 (DESCRIBED ELSEWHERE HEREON) DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT "A" IN "BAXTER LABORATORIES CONSOLIDATION", BEING A SUBDIVISION IN THE WEST HALF OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON APRIL 24, 1917, AS DOCUMENT NO. 14042019, THENCE NORTH 88° 47' 50" EAST ALONG THE SOUTH LINE OF SAID LOT "A" A DISTANCE OF 129.69 FEET TO A POINT, SAID POINT BEING ON THE SOUTHERLY EXTENSION OF THE WESTERLY EXTERIOR WALL OF A 1 ½ STORY BRICK BUILDING, SAID POINT BEING THE POINT OF BEGINNING, THENCE NORTH 01° 11' 10" WEST ALONG THE WESTERLY EXTERIOR WALL AND THE SOUTHERLY EXTENSION OF SAID WESTERLY EXTERIOR WALL OF SAID 1 ½ STORY BRICK BUILDING, A DISTANCE OF 519.36 FEET, TO A CORNER OF SAID BUILDING, THENCE ALONG THE EXTERIOR WALL OF SAID BUILDING NORTH 88° 48' 57" EAST A DISTANCE OF 59.92 FEET TO A CORNER OF SAID BUILDING, THENCE NORTH 01° 05' 23" WEST ALONG THE EXTERIOR WALL OF SAID BUILDING AND THE NORTHERLY EXTENSION OF SAID EXTERIOR WALL A DISTANCE OF 122.03 FEET, THENCE NORTH 48° 11' 12" EAST A DISTANCE OF 79.86 FEET, THENCE NORTH 20° 40' 42" EAST A DISTANCE OF 238.40 FEET, THENCE NORTH 03° 18' 29" EAST A DISTANCE OF 211.18 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT "A" IN "BAXTER LABORATORIES CONSOLIDATION", THENCE ALONG THE NORTH LINE OF SAID LOT "A" SOUTH 69° 19' 46" EAST A DISTANCE OF 35.62 FEET TO THE NORTHEAST CORNER OF SAID LOT "A", THENCE ALONG THE EASTERLY LINE OF SAID LOT "A" SOUTH 03° 18' 29" WEST A DISTANCE OF 211.29 FEET, THENCE SOUTH 17° 01' 45" WEST A DISTANCE OF 178.17 FEET, THENCE SOUTH 88° 26' 12" EAST A DISTANCE OF 235.98 FEET, THENCE SOUTH 00° 00' 00" WEST A DISTANCE OF 164.31 FEET, THENCE NORTH 88° 47' 43" EAST A DISTANCE OF 251.26 FEET, THENCE SOUTH 00° 00' 00" WEST A DISTANCE OF 54.01 FEET, THENCE NORTH 88° 47' 43" EAST A DISTANCE OF 308.80 FEET, THENCE SOUTH 00° 12' 18" EAST A DISTANCE OF 502.42 FEET, THENCE SOUTH 88° 47' 50" WEST A DISTANCE OF 969.53 FEET TO THE POINT OF BEGINNING.

PARCEL 1: LOT "A" IN BAXTER LABORATORIES CONSOLIDATION OF PART OF THE WEST HALF OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: ALL OF LOT 5 IN OWNERS SUBDIVISION OF LOTS 36, 37, 38 AND 39 OF THE COUNTY CLERK'S SUBDIVISION OF SECTION 20 AND THE EAST ONE-HALF OF THE NORTHEAST ONE-QUARTER (E.  $\frac{1}{2}$  OF N.E.  $\frac{1}{4}$ ) OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION OF SAID LOT LYING NORTH AND EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 5, 330.82 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST HALF (W.  $\frac{1}{2}$ ) OF THE NORTHWEST QUARTER (N.W.  $\frac{1}{4}$ ) OF SAID SECTION 20, THENCE NORTH  $88^{\circ} 25' 12''$  WEST 196.90 FEET, THENCE NORTH  $03^{\circ} 13' 40''$  EAST 66.84 FEET, THENCE NORTHWESTERLY 1.21 FEET TO AN ANGLE POINT ON THE WESTERLY LINE OF SAID LOT, SAID ANGLE POINT BEING 245.84 FEET (AS MEASURED ALONG THE WESTERLY LINE) SOUTHERLY OF THE MOST NORTHERLY CORNER OF SAID LOT, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF LOT THIRTY - FOUR (34) LYING EAST OF THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY (EXCEPT THAT PART THEREOF CONVEYED TO THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY, A CORPORATION OF ILLINOIS, BY DEED DATED SEPTEMBER 11, 1872, AND RECORDED SEPTEMBER 12, 1872 IN BOOK 173, PAGE 18, AS DOCUMENT 55574) IN THE COUNTY CLERK'S DIVISION IN THE WEST HALF OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4: THE NORTH 54.00 FEET OF THE SOUTH 62.50 FEET OF THE WEST 264.00 FEET OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THE EAST 12.80 FEET THEREOF).

PARCEL 5: THE WEST 560.00 FEET OF LOT 26 IN THE COUNTY CLERK'S DIVISION OF THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 19, AND ALL OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6: THE WEST 560.00 FEET OF THAT PART OF THE NORTH  $\frac{1}{2}$  OF LOT 27 LYING EAST OF THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 20 ALL IN THE COUNTY CLERK'S DIVISION OF SAID SECTION 20 AND THE EAST  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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## Exhibit F

### **BY-LAWS FOR THE WOODLANDS OF MORTON GROVE CONDOMINIUM ASSOCIATIONS**

#### **ARTICLE I**

#### **MEMBERS**

(Unit Owners)

**SECTION 1.** The Members of THE WOODLANDS OF MORTON GROVE CONDOMINIUM ASSOCIATION, a not-for-profit corporation organized under the provisions of the General Not-For-Profit Corporation Act of the State of Illinois, (which corporation is hereinafter referred to as the "Association") shall consist of the respective Unit Owners of the Property ("Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property (these and other terms are used in these By-Laws as they are defined in the Amended and Restated Declaration of Condominium Ownership for THE WOODLANDS OF MORTON GROVE CONDOMINIUM ASSOCIATION, which Declaration is recorded in the office of the Recorder of Deeds of Cook County, Illinois, and appended to the Declaration as Exhibit "F" thereto is a copy of these By-Laws). The words "Member" or "Members" as used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners," as the case may be, referred to in the Declaration and the Condominium Property Act of the State of Illinois.

**SECTION 2.** The membership of each Unit Owner in the Association shall terminate when he or she ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

**SECTION 3.** (a) Meetings of Unit Owners shall be held at the Property or such place in Cook County, Illinois, as may be specified in the notice of the meeting. An annual meeting of the Unit Owners shall be held each on the first Monday in October of each year at 7:00 P.M. Central Standard Time or at such other hour as specified in the written notice of such meeting. The Unit Owners shall hold regular meetings, one of the purposes of which shall be to elect members of the Board.

(b) The First Meeting of Unit Owners (the "First Meeting") shall be held not more than sixty (60) days after the earlier of: (i) thirty (30) days after the date the Developer has sold and delivered deeds for at least seventy-five percent (75%) of all Residential Units intended to be constructed on the Property and the Future Development Parcel, as specified in the PUD (which is currently three-hundred six (306) total Residential Unit, but may be modified in accordance with any modification of the PUD), (ii) three (3) years from the date of recording in the Office of the Recorder of Deeds of Cook County, Illinois of the last add-on Declaration (pursuant to Section 22 of the Declaration) which includes the last remaining portion of the Future Development Parcel, or (iii) the date designated in a written notice from the Declarant to all of the Unit Owners. At the First Meeting, the voting members shall elect the First Unit Owner Board.

(c) The Declarant shall give no less than twenty-one (21) days' notice of the First Meeting to elect the First Unit Owner Board and shall provide to any Unit Owner within ten (10) working days of the request, the names and addresses, and weighted vote of each Unit Owner entitled to vote at such First Meeting.

Special meetings of the Unit Owners may be called by the president or a majority of the directors or by twenty percent (20%) of the Unit Owners. A special meeting shall be called by mailing or delivering written notice to all Unit Owners not less than ten (10) and not more than thirty (30) days prior to the date of said meeting, stating the date, time and place of the special meeting and the matters to be considered.

**SECTION 4.**

(a) In all elections of the Board of Directors, every Unit Owner entitled to vote shall have the right to vote his or her percentage of ownership for as many candidates as there are director positions to elect at each Annual Meeting.

(b) Notwithstanding the foregoing, if thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of the members of the Association specified herein or in the Declaration or in the Act shall require the specified percentage of number of Units rather than by percentage of interest in the Common Elements allocated to the Units that would otherwise be applicable.

(c) If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Declarant may exercise the voting rights for unsold Units it owns. If any Unit Owner is a corporation, partnership, limited liability company or trust, the voting rights of such Unit Owner shall be exercised by an authorized officer, partner, member or beneficiary of such Unit Owner.

**SECTION 5.** A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding twenty percent (20%) of the total ownership.

**SECTION 6.** Subject to the terms of the Declaration, the affirmative vote of not less than two-thirds (2/3) of the total ownership of the Common Elements shall be required in order to approve any of the following proposed actions: (i) merger or consolidation of the Association; (ii) sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale of land or Units on behalf of all Unit Owners.

**SECTION 7.** Where there is more than one (1) owner of a Unit, if only one (1) of the multiple owners is present at a meeting of the Association, he or she is entitled to cast all the votes allocated to that Unit, if more than one (1) 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 and that there is a majority agreement if any one (1) 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.

**SECTION 8.** In the event of a resale of a Unit, the purchaser of a Unit 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 the purposes of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have their right to vote for the election of members of the Board and to be elected to and serve on the Board 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.

**ARTICLE II**

**BOARD OF DIRECTORS/BUILDING COMMITTEES**

**SECTION 1.** The Board of Directors of the Association shall be the same governing body referred to in the Illinois Condominium Property Act as the "board of managers". Until the First Meeting, the Board shall consist of three (3) persons appointed by the Declarant. At the First Meeting, the Unit Owners shall elect five persons as members of the Board. The three (3) persons receiving the highest number of votes at the First Meeting shall be elected for a term of two (2) years, and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year, and until their successors shall be

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elected and qualified. Thereafter, the Unit Owners shall elect directors to serve a term of two (2) years, but directors may succeed themselves. The word "Director" or "director" as sometimes used herein shall mean a person elected to and serving on the Board.

**SECTION 2.** Each director shall be a Unit Owner (or if the Unit Owner is a corporation, partnership, limited liability company or trust, a director may be an officer, partner, member or beneficiary of such Unit Owner), except for directors nominated or designated by the Declarant. If there are multiple owners of a single Unit, only one of the multiple owners shall be eligible to serve as a director at one time. If a director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a director and his or her place on the Board shall be deemed vacant.

**SECTION 3.** Following notification of the vacancy to the Unit Owners, vacancies on the Board shall be filled by the remaining members of the Board by a two-thirds (2/3) vote until the next annual meeting of the 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 (20%) of the votes of the Association requesting a special meeting of the Unit Owners to fill the vacancy for the balance of the term. No later than thirty (30) days following the filing of the petition, a meeting of the Unit Owners shall be called for the purposes of filling the vacancy.

**SECTION 4.** A meeting of the Board shall be held immediately following the annual meeting of Unit Owners to elect officers of the Association for the forthcoming year and at the same place. The Board shall meet at least four (4) times annually. Written notice stating the date, time and place of regular meetings shall be delivered, either personally or by mail or telegram, to a director at the address given to the Board by said director for such purpose not less than forty-eight (48) hours prior to the date of each such meeting. Special meetings of the Board may be called by the President or by twenty-five percent (25%) of the members of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally, by mail, facsimile transmission or overnight courier service. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

**SECTION 5.** Any director may be removed from office by the vote of at least two-thirds (2/3) of the total ownership of the Common Elements at a special meeting of the Unit Owners.

**SECTION 6.** Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Unit Owners at a meeting.

## **SECTION 7.**

(a) Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on the matters listed in clauses (i), (ii) and (iii) above, shall be taken at a Board meeting or portion thereof open to any Unit Owner.

(b) Any Unit Owner may record the proceedings at meetings of the Board required by the Act to be open to any Unit Owner by tape, film or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right of Unit Owners to make such recordings.

(c) With respect to any meeting of the Board where adoption of the annual budget of the Association or a special assessment is on the agenda, all Unit Owners shall receive written notice of such meeting not less than ten (10) days and not more than thirty (30) days prior to the date of such meeting, stating the time, date and place of the meeting and the matters to be considered.

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(d) Copies of notices of the meetings of the Board shall be mailed or delivered to every Unit Owner and posted in entranceways, elevators, or other conspicuous places in the property at least forty-eight (48) hours prior to the meeting of the Board.

**SECTION 8.** The Board shall have the following powers and duties:

- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property. The authority of the Board is subject to the powers and duties given to the Developer as the "Approving Body" under the Declaration of Covenants;
- (c) at its option, to engage the services of a manager or managing agent who shall manage and operate the Property and the 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;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt or amend rules and regulations, governing the administration, management, operation and use of the Property and the Common Elements. No rule or regulation may conflict with a provision of the Declaration and By-Laws nor with the Illinois Condominium Property Act. To adopt or amend such rules and regulations from time to time, the Board shall call a special meeting of the Unit Owners upon not less than ten (10) nor more than thirty (30) days' written notice. The notice of the meeting shall state that the meeting is called for the purpose of discussing the proposed rules and regulations and shall contain the full text of the proposed rules.
- (f) to provide for the maintenance, repair, replacement or restoration of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent. The term "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portion of such area. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditures, 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) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (i) to have access to each Residential Unit from time to time as may be necessary for maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for emergency repairs therein necessary to prevent damage to the Common Elements (including Building

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Limited Common Elements and Exclusive Limited Common Elements) or to such Residential Unit or to another Unit or Units;

(j) to determine the fiscal year of the Association and to change such fiscal year from time to time as the Board deems advisable;

(k) 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, these By-Laws, or the rules and regulations of the Association;

(l) the Board of Directors may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or Common Elements, rather than against a particular Unit Ownership only. When less than all the Unit Owners are responsible for the existence of any such lien, the responsible Unit Owners shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien;

(m) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Illinois Condominium Property Act, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these By-Laws, the Illinois Not-For-Profit Corporation Act or otherwise permitted by law;

(n) in the event that a Unit Owner shall be in default in the payment of his or her share of the Common Expenses thirty (30) days after written demand for payment from a representative of the Board of Directors, the Board of Directors shall have the right to take possession of the Unit of such defaulting Unit Owner and/or to maintain an action for possession of said Unit in the manner prescribed in the Forcible Entry and Detainer Act of the Illinois Compiled Statutes.

**SECTION 9.** The majority of the members of the Board of Directors shall constitute a quorum.

**SECTION 10.** With the exception of the Declarant, the Board may not enter into a contract with a current Board Member or with a corporation, partnership or other entity in which a Board Member 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.

**SECTION 11.** A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

**SECTION 12.** The Board may disseminate to Unit Owners biographical and background information about candidates for election to the Board provided: (1) no preference shall be expressed in favor of any candidate; and (2) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated. Proxies distributed for Board elections must give Unit Owners the opportunity to designate any persons 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 write in a name.

**SECTION 13.** (a) The Board shall keep and maintain the following records or true and complete copies of these records, at the association's principal office:

(1) the Association's Declaration, By-Laws, and plats of survey, and all amendments of these;

- (2) the rules and regulations of the Association, if any;
- (3) the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
- (4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding seven (7) years;
- (5) all current policies of insurance of the Association;
- (6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- (7) a current listing of the names, addresses, and weighted vote of all members entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and
- (9) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

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

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

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

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

- (1) documents relating to appointment, employment, discipline, or dismissal of Association employees;
- (2) documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;
- (3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;
- (4) documents relating to Common Expenses or other charges owed by a member other than the requesting member; and

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

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## **SECTION 14. BUILDING COMMITTEES**

**SECTION 14.1. IN GENERAL:** As provided in the Declaration, each Mid-Rise Building shall have a Building Committee (such term is defined in the Declaration) and the Villa Buildings as a whole shall have one Building Committee. Each Building Committee shall consist of three (3) individuals known as "Building Committee Members" or "Members of a Building Committee". For purposes of this Section 14, all of the Villa Buildings shall be deemed to be a single Residential Building.

**SECTION 14.2. COMMITTEES AFTER TURNOVER DATE:** At the First Meeting, the Unit Owners of each Residential Building shall elect a full Building Committee for such Residential Building in the manner hereinafter provided.

**SECTION 14.3. ELECTION:** At the First Meeting and at each biennial meeting of the Unit Owners thereafter, the Unit Owners in each Residential Building shall elect a full Building Committee; each Member of the Building Committee will serve a two (2) year term. Each Member of a Building Committee shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. Members of a Building Committee may succeed themselves in office.

**SECTION 14.4. ANNUAL MEETINGS:** Each Building Committee shall hold an annual meeting within ten (10) days after each annual meeting of the Unit Owners at such place as shall be fixed by a majority of the Members of such Building Committee.

**SECTION 14.5. REGULAR MEETINGS:** Regular meetings of the Building Committee shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Building Committee Members.

**SECTION 14.6. NOTICE OF BUILDING COMMITTEE MEETINGS:** Notice of each meeting of a Building Committee shall be mailed or personally delivered to each Unit Owner (residing in the Residential Building which is represented by such Building Committee) at least forty-eight (48) hours prior to the meeting.

**SECTION 14.7. QUORUM:** A majority of the Building Committee Members serving from time to time shall constitute a quorum for the transaction of business at any meeting of the Building Committee. Any action may be taken upon the affirmative vote of a majority of the Building Committee Members present at a meeting at which a quorum is present.

**SECTION 14.8. REMOVAL OR RESIGNATION OF BUILDING COMMITTEE MEMBER:** Any Building Committee Member may be removed from office, with or without cause, by action of the Unit Owners who have the right to vote for such Building Committee Members at any annual meeting or at a special meeting called for such purpose. Any Building Committee Member may resign at any time by submitting his written resignation to such Building Committee and the Board. If a Building Committee Member ceases to be a Unit Owner, a successor to fill the unexpired term of a Building Committee Member who resigns or is removed may be appointed by a majority of the remaining Building Committee Members at any regular meeting or at any special meeting called for such purpose, and any successor so appointed shall serve the balance of his predecessor's term.

**SECTION 14.9. POWERS AND DUTIES OF A BUILDING COMMITTEE:** Subject to the rights and powers reserved to the Declarant in the Declaration, a Building Committee shall have the following powers and duties:

(a) To consult with the Board in the preparation of the proposed annual budget for the Residential Building which is represented by such Building Committee, as applicable, as provided for in the Declaration;

(b) To suggest to the Board rules and regulations for the use and enjoyment of such Residential Building;

(c) To consult with or suggest to the Board or, at the Board's request, to initiate or approve, proposed repairs, alterations or improvements to such Residential Building, as applicable, and/or the levying of special assessments relating thereto;

(d) To generally consult with the Board concerning matters relating to such Residential Building, as applicable, including expenditures for Limited Common Elements of such Residential Building.

**Section 14.10.** To the extent a specific procedure pertaining to the election, removal, voting procedures, meetings or other administrative matters pertaining to the Building Committees is not expressly set forth in this Section 14, then the similar procedures utilized with respect to the Board also shall be utilized with respect to the Building Committees, as necessary, except, in the case of the Building Committees, only the Unit Owners in the Residential Building represented by a particular Building Committee shall have any rights pertaining to such committee.

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## ARTICLE III

### OFFICERS

**SECTION 1.** At each annual meeting, the Board shall elect the following officers of the Association:

(a) A President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive of the Association;

(b) A Vice-President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall in general perform all the duties incident to the office of Secretary, and who may be a representative of the managing agent;

(d) A Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported.

(e) such additional officers as the Board shall see fit to elect.

**SECTION 2.** The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

**SECTION 3.** Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

**SECTION 4.** Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

**SECTION 5.** The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

**ARTICLE IV**

**ASSESSMENTS**

**SECTION 1.**

(a) The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Each budget shall take into account estimated Common Expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, real estate taxes and all other Common Expenses. The budget shall set forth the proposed common expense assessment for each Unit Owner and shall contain specific itemizations for capital expenses, repairs, real estate taxes, and reserves for contingencies and repair or replacement of the Common Elements in reasonable amounts as determined by the Board.

(b) The assessment of Common Expenses shall be made in a manner consistent with the provisions of Section 16 of the Declaration. In connection therewith, the Board shall, to the fullest extent possible, budget and allocate expenses associated with Building Limited Common Elements and Exclusive Limited Common Elements to the Unit Owners affected thereby in the manner described in said Section 16. Furthermore, to the extent that a Building Committee so recommends, and the Board concurs, the budget shall include separate entries for income and expenditures for projects relating to the Building Limited Common Elements and Exclusive Limited Common Elements for individual Residential Buildings.

(c) For the purpose of assessments to the Senior Living Unit, the budget shall reflect only those charges pertaining to the General Common Elements, as more fully provided in Section 16 of the Declaration.

(d) To determine the amount of reserves the Board of Directors shall take into consideration the following: (i) the repair and replacement cost and the estimated useful life of the Property, including but not limited to, structural and mechanical components, surfaces of the buildings and the Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Unit Owners and the market value of the Units, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing or refinancing. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the laundry and other Common Elements. To the extent that assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit as the case may be shall also be taken into account.

**SECTION 2.** The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner not later than thirty (30) days prior to adoption by the Board. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his or her proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with Section 16 of the Declaration and Article IV, Section 1 of these By-Laws.

In the event that the Board shall not approve an estimated annual budget or fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his or her respective monthly assessment as last determined. Each Unit Owner shall pay this monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his or her obligation to pay the assessment by abandoning or not using his or her Unit, the Common Elements, or the Limited Common Elements.

**SECTION 3.** For the first fiscal year after the First Meeting, the annual budget shall be approved by the first Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his or her Unit by each Unit Owner, he or she shall pay the assessment for the following month or fraction of a month, which assessment shall be in proportion to the number of months and days remaining in the period covered by the current annual budget, and which assessment shall be as computed by the Board.

**SECTION 4.** At the time the initial sale of each Residential Unit is closed, the purchaser of the Unit shall pay to the Association an amount equal to two (2) times the first full monthly assessment for each Unit. This sum shall be used to fund the Reserves referred in Article IV, Section 1 of these By-Laws. This payment shall not be refundable or be applied as a credit against the Unit Owner's monthly assessment.

**SECTION 5.** Within ninety (90) days after the end of each fiscal year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, the amounts collected, and showing the net excess or deficit of income over expenditures plus reserves. The itemized accounting shall contain specific references for capital expenditures, repairs, reserves and real estate taxes with a tabulation of the amounts collected pursuant to the budget for assessments and showing the net excess or deficit of income over expenses plus reserves.

**SECTION 6.** The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon ten (10) days' notice to the Board, and the payment of a reasonable fee, any Unit 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 Unit Owner.

**SECTION 7.** In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, thirty (30) days before a meeting of the Board to adopt the supplemental budget and resulting separate assessment, and thereupon a separate or special assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget in a manner consistent with the provisions of Section 16 of the Declaration.

**SECTION 8.** The Board shall not enter into any contracts for more than five (5) years without the prior approval of two-thirds (2/3) of the total percentage ownership of the Common Elements.

**SECTION 9.** Subject to Article IV, Section 1, it shall be the duty of every Unit Owner to pay his or her proportionate share of the Common Expenses, in the manner as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to pay the Common Expenses or fines when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, 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, or causes a receiver to be appointed.

Furthermore, if any Unit Owner shall fail or refuse to pay when due his or her proportionate share of the Common Expenses and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to

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possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Forcible Entry and Detainer Act, the Declaration or these By-Laws, or are otherwise available at law or in equity, for the collection of all unpaid assessments.

**SECTION 10.** (a) Except as provided in subsection (b) below, if an adopted annual budget or any separate assessment adopted by the Board will result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association, delivered to the Board within fourteen (14) days of the Board action to adopt such regular or separate assessments, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of such petition to consider the annual budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at such meeting to reject the budget or separate assessment, the budget and such separate assessment shall be deemed ratified.

(b) Separate assessments for expenditures relating to emergencies or mandated by law, may be adopted by the Board without being subject to Unit Owner approval or the provisions of Subsection (a) above or (c) 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.

(c) Assessments for additions and alterations to the Common Elements or to property owned by the Association not included in the annual budget adopted by the Board shall be separately assessed and shall be subject to the approval of two-thirds (2/3) of the total percentage ownership in the Common Elements of all Unit Owners. The Board may adopt separate assessments payable over more than one (1) fiscal year, subject to and in accordance with the provisions set forth above pertaining to the adoption of separate assessments.

(d) With respect to multi-year assessments not governed by Subsections (b) and (c) above, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which such separate assessment is approved.

**SECTION 11.** The Board or the Declarant may establish and each Unit Owner shall pay, user charges ("User Charges") to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board or the Declarant, as the case may be, should not be charged to every Unit Owner. Such expense may include such other services and facilities provided to Unit Owners which the Board or the Declarant, as the case may be, determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such User Charges may be billed separately to each Unit Owner benefitted thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of User Charges pursuant to this Section 11, and the Board or the Declarant may elect to treat all or any portion thereof as Common Expenses.

## ARTICLE V

### **USE AND OCCUPANCY RESTRICTIONS**

In addition to the covenants and restrictions contained in the Declaration of Covenants, Residential Unit Owners are also subject to and must comply with the following restrictions; provided, however, that to the extent any such covenants or restrictions are contrary to or inconsistent with the provisions of the Declaration of Covenants, then the Declaration of Covenants shall govern and control:

**SECTION 1.** Subject to ordinances of the Village of Morton Grove, and excluding the Senior Living Unit, and except as provided in Section 7 of the Declaration of Covenants, no part of the Property shall be used for other than housing or parking and the related common residential purposes for which the Property was designed. Each Residential Unit or any two (2) or more adjoining Residential Units used together shall be used as a residence only for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Building Limited Common Elements separating any two (2) or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing. The foregoing restrictions as to residences shall not, however, limit the provisions of Section 7 of the Declaration of Covenants or be construed in such manner as to prohibit a Unit Owner from: (a) maintaining his or her personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling 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 said restrictions.

**SECTION 2.** The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, visitors, guests, invitees and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units and by its Owner; provided, however, special areas may be used for purposes and access limited for life/safety and security reasons as approved by the Board. The use, maintenance and operation of the Common Elements, shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, and contractors shall have access at all reasonable times and upon reasonable notice to any Residential Unit or the Senior Living Parcel as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or any portion thereof, but those persons may have immediate access to a Unit or for making emergency repairs to prevent damage to the Common Elements or the Residential Units.

**SECTION 3.** No animals shall be kept or used in the Common Elements, except for ingress and egress. No animals may be kept in any Unit, except for animals that are of a breed or variety commonly kept as household pets in condominium buildings, and provided that no more than one (1) such pet shall be allowed or kept in any Residential Unit. No animals may be kept or raised for commercial purposes in any Unit. Any pet that causes or creates a nuisance or unreasonable disturbance in the sole discretion of the Board shall be permanently removed from the Property upon five (5) days written notice from the Board. The Board shall designate in the rules and regulations permissible areas on the Property for dog walking.

**SECTION 4.** No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

**SECTION 5.**

(a) Each Unit Owner shall maintain his or her Unit in good condition and in good order and repair, at his or her own expense, and shall not do or allow anything to be done in the Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements.

(b) No Unit Owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his Residential Unit or the Senior Living Building, or which may be visible through his windows from the outside (other than draperies, curtains, liners or shades or window treatments which shall be white or off-white in appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Residential Unit or the Senior Living Building, or install outside the Residential Unit or the Senior Living Building any canopy or awning, or other equipment, wiring, fixtures or items of any kind, without the prior written permission of the Board or managing agent.

(c) Unit Owners shall not construct additions to their patios or balconies, hang planters off of the balconies or balcony railings, or store anything on the patios or balconies. Following the time periods

determined by the Board, patio furniture must be removed from the patio, balcony or terrace and stored for the duration of the winter. Patio furniture must be earth tone in color.

(d) Barbecue grills which use charcoal are prohibited. Only barbecue grills which use bottled gas and electricity may be used on a patio or balcony appurtenant to a Residential Unit or the Senior Living Building.

**SECTION 6.** Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner through designated facilities as prescribed from time to time in rules and regulations of the Board.

**SECTION 7.** During the period of sale of the Residential Units in the Property by the Declarant and to perform warranty and service work, the Declarant and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to the Residential Building and Common Areas as may be required. Until all of the Residential Units have been sold by the Declarant and occupied by the purchasers, the Declarant may use and show one or more of such unsold or unoccupied Residential Units as a model Residential Unit and sales office, and may maintain customary signs in connection therewith inside or outside the Residential Unit.

**SECTION 8.** Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other Building Limited Common Elements, except in the Storage Spaces. Other than a motor vehicle, no personal property may be kept in a Parking Space. If the Association designates a specific bicycle room or area, bicycles must be kept and stored in that room or in the Residential Unit Owner's Storage Space and no other part of the Common Elements.

**SECTION 9.** No Residential Unit Owner shall overload the electric wiring in a Residential Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Association Board.

**SECTION 10.** No Residential Unit Owner or a tenant shall use the Parking Space to park more than one (1) passenger vehicle per space. However, motorcycles are allowed to be parked in a Parking Space as the size of the Parking Space permits, which shall be determined in the sole discretion of the Board. With the consent of the Declarant and the Board, light weight recreational vehicles with a "B" or "RV" or other passenger license plate fitting within a Parking Space may park the vehicle in a Parking Space. No motor vehicles may be stored in a Storage Area.

**SECTION 11.** Except with respect to improvements in place as of the date of the recording of the Declaration, or any add-on Declaration (or Amendment to Condominium Declaration) pursuant to Section 22 of the Declaration, each Residential Unit Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent undercushion of such kind and quality as may be specified in the rules and regulations of the Board to minimize transmission of noise to another Residential Unit. If such requirements are not met, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Residential Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Residential Unit Owner.

**SECTION 12.** A resident of a Residential Building shall not hang or install a satellite dish or antenna on either the Building Limited Common Elements or the Exclusive Limited Common Elements for the Unit. In lieu thereof, and pursuant to rules of the Federal Communications Commission, the Declarant shall install and provide a central antenna television system.

## **ARTICLE VI**

### **AMENDMENTS**