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**AMENDED AND RESTATED DECLARATION OF  
 CONDOMINIUM OWNERSHIP FOR THE  
 COBBLESTONE CONDOMINIUM OWNERS  
 ASSOCIATION**

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 [Handwritten initials and a signature over a grid]

This document prepared by and after recording to be returned to:

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AMENDED AND RESTATED DECLARATION  
OF CONDOMINIUM/ OWNERSHIP FOR  
THE COBBLESTONE CONDOMINIUM OWNERS ASSOCIATION

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## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE COBBLESTONE CONDOMINIUM OWNERS ASSOCIATION

This Amended and Restated Declaration is made and entered into by the Board of Directors of the Cobblestone Condominium Owners Association, in accordance with Section 27 of the Illinois Condominium Property Act [765 ILCS 605/27] (the "Act") whereby the Board of Directors by a two-thirds (2/3) majority vote can amend the Declaration in order to conform with the Act.

This Amended and Restated Declaration of Condominium Ownership was approved on the 14th day of September, 2002, by an instrument in writing signed by no less than two-thirds (2/3) of the Board of Directors.

This Amended and Restated Declaration of Condominium Ownership incorporates all of the changes in the law implemented since the adoption of the original Declaration. Such changes that supersede provisions of the original Declaration are incorporated herein.

### WITNESSETH:

WHEREAS, the original developer submitted a certain parcel of real estate, legally described in Exhibit A, to the provisions of the Act, as amended from time to time, and established for all future owners or occupants of the Property certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the developer created the Cobblestone Condominium Owners Association by recording a certain Declaration of Condominium Ownership ("Original Declaration") in the Office of the Registrar of Titles of Deeds of Cook County on April 18, 1975, as Document Number 2803377; and

WHEREAS, the Association, by and through its elected Board of Directors desires and intends that all owners, mortgagees, occupants, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to, the rights, easements, privileges, and restrictions hereinafter set forth; and

WHEREAS, since the recording of the Original Declaration in 1975, there have been numerous changes in the law that contradict provisions of the Original Declaration and substantially affects the rights of all residents and owners of Cobblestone; and

WHEREAS, in accordance with its authority under the Act, the Board of Directors does hereby elect to bring the Declaration into compliance with the Act in accordance with Section 27(b), which provides for an efficient method of bringing the Declaration

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and By-Laws into compliance with the law and does hereby approve the adoption of this Amended and Restated Declaration of Condominium Ownership.

NOW, THEREFORE, the Board of Directors of the Association, for the purposes above set forth, DECLARES AS FOLLOWS:

## **ARTICLE 1** **DEFINITIONS**

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

- 1.01 ASSOCIATION.** The Cobblestone Condominium Owners Association, an Illinois not-for-profit corporation
- 1.02 BOARD.** The parties elected or appointed pursuant to the By-Laws and who are vested with the authority and responsibility of administering the Property.
- 1.03 BUILDING.** Any of the buildings located on the Parcel, forming a part of the Property and containing the Units, as hereinafter defined, as shown by the surveys depicting the respective Units of said Building.
- 1.04 BY-LAWS.** The provisions for the administration of the Property including, but not limited to, election of the Board, annual meetings, officers, and all other matters related to the operation of the not-for-profit corporation.
- 1.05 COMMON ELEMENTS.** All portions of the Property except the Units.
- 1.06 COMMON EXPENSES.** The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.
- 1.07 COUNTY.** Cook County, its successors and assigns.
- 1.08 LIMITED COMMON ELEMENTS.** A portion of the Common Elements so designated in the Declaration, the Plat, as hereinafter defined, or by statutory definition as being reserved for the exclusive use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

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easements are hereby granted to the suppliers of water to the Units to maintain and repair the meter, if any, located in a Unit, together with the reasonable right of ingress to and egress from the Unit for said purpose.

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property or any part or all of any Additional Parcel or the Future Development Parcel, over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

The Board reserves the right to grant an easement to the Association for any Association-related purpose, including but not limited to the construction of any improvement or amenity that will be used for Association purposes.

(c) Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

#### 4.04 USE OF THE COMMON ELEMENTS.

(a) General. Subject to the provisions of this Declaration, each Unit Owner shall have the nonexclusive right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases or licenses made by or assigned to the Board) in common with the other Unit Owners, as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit Owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his Unit, in common with other Unit Owners, if any, having like right thereto pursuant to this sentence and with all other parties to whom such rights extend and to the exclusion of all other parties. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall

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**1.09 MAJORITY OF THE UNIT OWNERS.** Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements.

**1.10 OCCUPANT.** Person or persons, other than a Unit Owner, in possession of a Unit.

**1.11 ORIGINAL DECLARATION.** The Declaration of Condominium Ownership for the Cobblestone Condominium Association, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 15, 1975 as Document Number 28003377, which is the instrument by which the Property was submitted to the provisions of the Act, including such amendments to this instrument as was adopted pursuant to the terms thereof (to be replaced by this Amended and Restated Declaration).

**1.12 PARCEL.** The entire tract of real estate above described, submitted to the provisions of the Act, submitted to the Act.

**1.13 PARKING AREA.** The part of the Common Elements provided for parking automobiles. The Parking Area does not include the Unit Parking Spaces.

**1.14 PARKING SPACE.** A part of the Property within the Parking Area intended for the parking of a single motor vehicle.

**1.15 PARKING SPACE (ASSIGNED).** A parking space located in the Parking Area and designated for the exclusive use by the Unit Owner and Occupants of a single Unit. Each Unit Ownership shall have the right to the exclusive use consisting of the right to use for parking purposes not less than one Parking Space. Each Parking space shall be considered a Limited Common Element.

**1.16 PERSON.** A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

**1.17 PLAT.** The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached to the Original Declaration and subsequent amendments, and incorporated by reference herein.

**1.18 PROPERTY.** All the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein, including the Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act.

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**1.19 UNIT.** A part of the Property within a Building, as hereinafter defined, designed and intended for a one-family dwelling, or such other uses permitted by this Declaration.

**1.20 UNIT OWNER.** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.

**1.21 UNIT OWNERSHIP.** A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

**1.22 VOTING MEMBER.** One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners.

## ARTICLE 2 UNITS

### 2.01 DESCRIPTION AND OWNERSHIP.

(a) All Units are delineated on the Plat and listed on Exhibit A and shall have lawful access to a public way.

(b) Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit A including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding all structural components of the Building, the term "structural components" including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit A, and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree (other than the Association) or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit A.

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(d) To the extent such data was available to the Declarant at the time the Original Declaration was filed, the Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) every Building and each floor thereof; and (3) each Unit in every Building and said Unit's horizontal and vertical dimensions.

## **2.02 CERTAIN STRUCTURES NOT CONSTITUTING PART OF A UNIT.**

Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

**2.03 REAL ESTATE TAXES.** It is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act.

## **ARTICLE 3 COMMON ELEMENTS**

**3.01 DESCRIPTION.** The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation, all of the following items located at the Property: the land, foundations, hallways, stairways, common parking areas, storage areas, basement, walls, entrances and exits, mail boxes, if any, roof, pipes, ducts, flues, shafts, if any, electrical wiring and conduits serving more than one Unit (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, outside walks and driveways recreational facilities comprising swimming pool and/or other community recreational facilities and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

**3.02 OWNERSHIP OF COMMON ELEMENTS.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit B attached to the Original Declaration. The percentages of ownership interests set forth in said Exhibit B were computed and determined in accordance with the Act, and shall remain constant

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and shall not be changed, except as specifically permitted under the Act or the Declaration, without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

**3.03 LIMITED COMMON ELEMENTS.** The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following:

- (a) balconies, terraces and patios serving exclusively a single Unit;
- (b) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit;
- (c) perimeter doors and windows which serve exclusively a single Unit;
- (d) any system or component part thereof (including, without limitation, the furnaces, fittings, housings, ducts, flues, shafts, electrical wiring, conduits and the areas or rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit;
- (e) parking space which has been assigned to a particular unit for the exclusive use of that unit; and
- (f) storage lockers.

**3.04 USE OF LIMITED COMMON ELEMENTS.** Each Unit Owner and Occupant shall have the right to:

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(a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner or Occupant, which right shall be appurtenant to and shall run with title to such Unit, and shall not be separated from such Unit, and

(b) the use and possession of the Limited Common Elements serving the Unit to the exclusion of all other persons of any other Unit.

The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act.

**3.05 DESIGNATION OF LIMITED COMMON ELEMENTS.** The Board of Directors reserves the right to designate any portion of the Common Elements reserved or limited to the exclusive use of a single Unit as a Limited Common Element and all costs of maintenance, repair and replacement may be allocated or charged to that Unit Owner.

## **ARTICLE 4** **GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS**

**4.01 SUBMISSION OF PROPERTY TO THE ACT.** The Property was submitted to the provisions of the Condominium Property Act of the State of Illinois.

**4.02 NO SEVERANCE OF OWNERSHIP.** No Unit Owner shall execute any lease or other instrument affecting title to his Unit Ownership without deed; mortgage, including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

### **4.03 EASEMENTS.**

(a) Encroachments. In the event that:

(1) by reason of the construction, repair, settlement or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any other Unit; or

(2) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any

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portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common Elements by any other Unit Owner; or

(3) by reason of the design or construction of utility and ventilation systems, and mains, pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance or such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) Easements for Utilities and Commercial Entertainment. Ameritech, Com Ed and all other suppliers of utilities serving the Property and any person providing cable television or other commercial entertainment to any Unit Owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property, any Additional Parcel or the Future Development Parcel with utility and commercial entertainment services, together with the reasonable right of ingress to and egress from the Property for said purpose; and the Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements as a future developer may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby, or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with the use of his Unit or any Limited Common Element serving his Unit other than reasonably and temporarily). Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wire, ducts, conduits, public utility lines, commercial entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Furthermore,

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be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association.

(b) Guest Privileges. The aforescribed rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to reasonable rules and regulations with respect thereto.

(c) Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner 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.

## 4.05 MAINTENANCE, REPAIRS AND REPLACEMENTS.

(a) By the Association. The Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Article 2 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit Owner under paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association subject to the By-Laws or rules and regulations of the Association.

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

(1) All of the maintenance, repairs and replacements within his own Unit, all doors and outside windows and frames appurtenant thereto, including window washing and all internal installations of such Unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit.

(2) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls,

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floors and ceiling of his Unit, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time.

(3) All of the maintenance, repair, and replacements of the Limited Common Elements benefitting his Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance, repairs, replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit Owners benefitted thereby, and further, at the discretion of the Board, the Board may direct such Unit Owners in the name and, for the account of such Unit Owners, to arrange for such maintenance, repairs, and replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c) Nature of Obligations. Nothing herein contained shall be construed to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence. In addition, no Unit Owner shall have a claim against the Board or Association for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board.

**4.06 NEGLIGENCE OF UNIT OWNER.** If, due to the willful misconduct or negligent act or omission of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be Common Expenses, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board.

**4.07 JOINT FACILITIES.** To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners. The authorized representatives of the Association or the Board, or of the manager shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

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## 4.08 ADDITIONS, ALTERATIONS OR IMPROVEMENTS.

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Unit Owners benefitted thereby) additions, alterations, or improvements to the Common Elements. The cost of any such work to the Common Elements may be paid out of a separate assessment.

(b) Except as otherwise provided herein, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to his Unit (where such work alters the structure of the Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner upon the Unit Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Unit Owner's expense; or

(2) If the Unit Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Unit Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

**4.09 STREET AND UTILITIES DEDICATION.** At a meeting called for such purpose, two-thirds (2/3) or more of the Unit Owners may elect to dedicate a portion of the Common Elements to a public body for use as, or in connection with, a street or utility.

**4.10 RIGHT OF ENTRY.** Municipal law enforcement officers, municipal rescue squad personnel, fire fighting personnel and other emergency personnel of the

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Municipal (collectively "Municipal Personnel") are hereby granted a right of entry and access to the Common Elements while in the pursuit of their duties. Such right shall include a right of vehicular entry and access through and across all streets and driveways which are part of the Common Elements.

**4.11 PARKING AREA.** Any outdoor Parking Area is a part of the Common Elements and includes all Parking Spaces. The Board or the Association may allocate Parking Spaces on such basis as they deem appropriate and may prescribe such rules and regulations with respect to the Parking Area as it may deem fit.

## **ARTICLE 5 ADMINISTRATION**

**5.01 ADMINISTRATION OF PROPERTY.** The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of nine (9) persons who have been elected in the manner set forth in the By-Laws. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board. No more than one person from a Unit can serve on the Board unless they own more than one Unit. If a Unit Owner owns more than one Unit and is a corporation, partnership, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

**5.02 ASSOCIATION.** The Association is a not-for-profit corporation formed under the General Not for Profit Corporation Act of the State of Illinois and for the purposes and having the powers prescribed in the Act, and having the name (or a name similar thereto) Cobblestone Condominium Owners Association and shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property. The Board shall be deemed to be the Board of Directors for the Unit Owners referred to in the Act. 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 contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the transferee thereof shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

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## 5.03 VOTING RIGHTS.

(a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners or serve on the Board of Directors. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such Voting Member may be: the Unit Owner or one of the group composed of all the owners of a Unit Ownership, or be some person designated by such Unit Owner or Unit Owners or his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Said Owner or Owners must be members in good standing of the Association. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from date of execution unless otherwise provided in the proxy. Any or all such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. Except as otherwise provided herein, if a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred percent (100%), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit B attached to the Original Declaration.

(b) In the event the ownership of a Unit is composed of more than one Person, then if only one of the multiple owners of a Unit is present at a meeting of the Association, such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts 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. Only one person shall be permitted to serve on the Board of Directors for each Unit owned.

## 5.04 MEETINGS.

(a) Quorum. Meetings of the Unit Owners shall be held at the Property or at such other place in the County as may be designated in any notice of a

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meeting. The presence in person or by proxy at any meeting of at least twenty percent (20%) of the Unit Owners shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.

(b) **Special Meetings.** Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose provided, however, that the following matters shall require the approval of Voting Members having not less than two-thirds (2/3) of the total votes: (1) the merger or consolidation of the Association; (2) the sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by thirty-three and one-third percent (33-1/3%) of the Unit Owners and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

**5.05 NOTICES OF MEETINGS.** Except as otherwise provided, notices of meetings of the Voting Members required to be given may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by them to the Board, for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

## **5.06 BOARD OF DIRECTORS.**

(a) The Board of Directors shall consist of nine (9) members. In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Any 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.

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(b) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot.

(c) All members of the Board shall be elected at large. Successors shall be elected for a term of two (2) years each. The Voting Members owning at least two-thirds (2/3) of the Units may from time to time at any annual or special meeting increase or decrease the number of Board members, provided that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. At no time shall the number of Directors be more than nine (9) nor less than three (3).

(d) Members of the Board shall receive no compensation for their services.

(e) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by the Voting Members present at the meeting at which the vacancy occurs, the next annual meeting or a special meeting of the Voting Members called for such purpose. Vacancies may also be filled by the Board by a two-thirds (2/3) vote of the remaining members at an open meeting of the Board. Said vacancy shall be filled until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall then be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members' filing of said petition.

(f) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided, however, that:

(1) each Unit Owner shall be entitled to notice, in the same manner as provided herein of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget and regular assessments or to adopt a separate assessment; and

(2) the Board shall meet no less than four (4) times each year.

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(g) A simple majority of the number of members on the Board shall constitute a quorum. Any member of the Board may succeed themselves.

**5.07 INSURANCE.** Pursuant to Section 12 of the Act, enacted January 2, 2002, and effective as of June 2, 2002, the Board shall be obligated to and shall have the power to obtain insurance for the property according to the following guidelines:

(a) Required Coverage. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes the following:

(1) Property Insurance. Property insurance (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the board of managers, the bare walls, floors, and ceilings of the unit; (ii) providing coverage for special form causes of loss; and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

(2) General Liability Insurance. Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the board, insuring the board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The unit owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the common elements. The insurance must cover claims of one or more insured parties against other insured parties.

(3) Fidelity Bond; Directors and Officers Coverage.

(i) An Association with 6 or more dwelling units must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(ii) All management companies that are responsible for the funds held or administered by the Association must be covered

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by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(iii) For purposes of paragraphs (i) and (ii), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(iv) The Board must obtain directors and officers liability coverage at a level deemed reasonable by the board, if not otherwise established by the declaration or bylaws. Directors and officers liability coverage must extend to all contracts and other actions taken by the board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the declaration and bylaws of the Association.

(b) Contiguous Units; Improvements and Betterments. The insurance maintained under subdivision (a)(1) must include the units, the limited common elements except as otherwise determined by the board of managers, and the common elements. The insurance need not cover improvements and betterments to the units installed by unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the units affected. Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed by the developer. Common elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by unit owners.

(c) Deductibles. The Board of the Association may, in the case of a claim for damage to a unit or the common elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated, or (iii) require the unit owners of the units affected to pay the deductible amount.

(d) Other Coverages. The Declaration may require the Association to carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board

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considers appropriate to protect the Association, the unit owners, or officers, Directors, or agents of the Association.

(e) Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions:

(1) Each unit owner and secured party is an insured person under the policy with respect to liability arising out of the unit owner's interest in the common elements or membership in the Association.

(2) The insurer waives its right to subrogation under the policy against any unit owner of the condominium or members of the unit owner's household and against the Association and members of the Board.

(3) The unit owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(f) Primary Insurance. If at the time of a loss under the policy there is other insurance in the name of a unit owner covering the same property covered by the policy, the Association's policy is primary insurance.

(g) Adjustment of Losses, Distribution of Proceeds. Any loss covered by the property policy under Subdivision (a)(1) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged common elements, the bare walls, ceilings, and floors of the units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the common elements and units have been completely repaired or restored or the Association has been terminated as trustee.

(h) Mandatory Unit Owner Coverage.

(1) As of the effective date of this Amended and Restated Declaration, all unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or his/her guests, residents, or invitees, or regardless of any negligence, damages originating from the unit. Limits of liability of at least \$100,000 are required.

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(2) The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this provision, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.

(3) Each unit owner will be responsible to provide the Board with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.

(4) In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the Association as set forth above, the Board may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the unit owner.

(5) In no event is the board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

(i) Certificates of Insurance. Contractors and vendors (except public utilities) doing business with the association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the association, its Board, and its managing agent as additional insured parties.

(j) Settlement of Claims. Any insurer defending a liability claim against the Association must notify the Association of the terms of the settlement no less than 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

## 5.08 LIABILITY OF THE BOARD OF DIRECTORS.

(a) 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.

(b) 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 contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract

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or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received 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 or officer; provided, however, that such indemnity shall not be operative with respect to:

(1) 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 member or officer, or

(2) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer.

(c) It is also intended that the liability of any Unit Owner arising out of any contract made by or other acts of the Board or officers 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 hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements.

(d) Every agreement made by the Board on behalf of the Unit Owners shall provide that the members of the Board 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 as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

**5.09 RESALE OF UNITS.** In the event of a resale of any Unit by a Unit Owner and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosures described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information.

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## ARTICLE 6 COMMON EXPENSES — MAINTENANCE FUND

### 6.01 PREPARATION OF ESTIMATED BUDGET.

- (a) On or before December 1 of each year, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve and amounts to make repairs to and to pay real estate taxes on the Common Elements.
- (b) Within fifteen (15) days thereafter, the Board shall notify each Unit Owner as to the amount of such estimate with reasonable itemization thereof and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B to the Original Declaration.
- (c) On or before January 1 of the ensuing year, and the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one twelfth (1/12) of the assessments made pursuant to this paragraph.
- (d) On or before April 1 of each calendar year following the initial meeting of the Voting Members, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall upon the written request of any Unit Owner be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six (6) months after rendering of the accounting subject, however, to the provisions of Article 6 hereof.
- (e) For purposes of this Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association.

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(f) Except as otherwise provided herein, in the event the Board adopts a budget requiring assessment against the Unit Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments for the preceding year, the Board, upon written petition by the Voting Members with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Voting Members within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the votes of the Voting Members present are cast at the meeting to reject the budget or separate assessment, the budget or separate assessment shall be deemed to be ratified regardless of whether or not a quorum is present.

(g) Any Common Expenses not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners. 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 herein. As used herein, "emergency" means immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

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

**6.02 CAPITAL RESERVE: SUPPLEMENTAL BUDGET.** The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which, may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to

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each Unit Owner for his proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

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

## **6.04 RECORDS OF THE ASSOCIATION - AVAILABILITY FOR EXAMINATION.**

(a) In addition to the provisions contained herein, managing company or the Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Unit Owners or their First Mortgagees and their duly authorized agents or attorneys:

- (1) the Association's declaration, bylaws, and plats of survey, and all amendments of these;
- (2) the rules and regulations, if any;
- (3) if the Association is incorporated as a corporation, 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 Directors 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 Owners entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding

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twelve (12) months, including but not limited to the election of members of the Board of Directors; 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 Unit Owner shall have the right to inspect, examine, and make copies of the records described in subparagraphs (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, the Unit Owner must submit a written request to the Board, or its authorized agent, stating with particularity the records sought to be examined. Failure of the Board to make available all records so requested within thirty (30) days of receipt of the Unit Owner's written request shall be deemed a denial.

Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (1), (2), (3), (4), and (5) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association.

(c) Except as otherwise provided in subsection (e) of this Section, any Unit Owner of the Association shall have the right to inspect, examine, and make copies of the records described in subparagraphs (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, the Unit Owner must submit a written request to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of subsection (e) of this Section, failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's written request shall be deemed a denial; provided, however, that if the Association has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a Unit Owner's request for records described in subparagraph (8) of subsection (a) of this Section if voting ballots, without identifying unit numbers, are made available to the requesting Unit Owner within thirty (30) days of receipt of the Unit Owner's written request. In an action to compel examination of records described in subparagraphs (6), (7), (8), and (9) of subsection (a) of this Section, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (6), (7), (8), and (9) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

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

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

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

(2) documents relating to actions pending against or on behalf of the Association or its Board of Directors 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 Unit Owner other than the requesting Unit Owner; and

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

(f) Upon ten (10) days notice to the Board and 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.

**6.05 STATUS OF COLLECTED FUNDS.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit B to the Original Declaration.

**6.06 NON-USE AND ABANDONMENT.** No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Units.

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## ARTICLE 7

### COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

7.01 The Property shall be occupied and used as follows:

(a) Each Unit (or any two or more adjoining Units used together) shall be used for housing and related common purposes for which the Property was designed and for no other purpose. The Parking Space assigned to each Unit shall be used only for automobile parking and such other purposes as may be approved in writing by the Board.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designed for such purpose, and except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

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

(d) No animals shall be raised, bred or kept in any Unit or the Common Elements, except for dogs and cats, small birds and fish of a Unit Owner, provided said animals are of a breed or variety commonly kept as household pets, are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board, constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal bred or kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

(e) Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Building, or operate 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

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machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall overload the floors of any Unit.

(f) No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, satellite dish or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the managing agent, acting in accord with the Board's direction. No owner of a Unit, except as provided below, shall display, hang, store or use any sign, outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit without the prior written permission of the Board.

(g) 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 any outdoor parking area, patio, balcony or area constituting part of the Common Elements, except in storage areas specifically designated for such use by the Board or by the managing agent, acting in accordance with the Board's direction. No recreational or camping vehicles or boats shall be parked or kept on the Property. No commercial vehicles shall be parked overnight. No unlicensed or inoperative vehicles shall be kept on the Property. No vehicles (including recreational vehicles) shall be stored in the Parking Area. Notwithstanding anything contained herein to the contrary, only outdoor grilling equipment and lawn furniture may be placed or kept on any patio/balcony on the Property subject to such further rules and regulations governing the use of such patios/balconies as may be enacted by the Board from time to time. The Board shall have the authority to adopt rules and regulations.

(h) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted in any Unit.

(i) The Unit restrictions in paragraph (h) of this Section 7.01 shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

- (1) maintaining his personal professional library therein;
- (2) keeping his personal business or professional records or accounts therein; or

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(3) handling his personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customarily incident to the principal resident use and not in violation of paragraphs (h) of this Section 7.01.

(j) Trash, garbage and other waste shall be kept only in trash bags and placed in the dumpster, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations duly adopted by the Board.

(k) The provisions of the Act, this Declaration and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed in connection with a Unit. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board not later than the date of occupancy or within ten (10) days after the lease is executed, whichever comes first. The Association may prohibit a tenant from occupying a Unit until the Unit Owner complies with the leasing requirements prescribed by this paragraph. 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 breach by tenant of any covenants, rules, regulations or bylaws. The remedies set forth in Article IX of the Code of Civil Procedure shall be available to the Association and against the Unit Owner and the Unit Owner's lessee in the event of any violation of this paragraph or of any other provision of this Declaration concerning Unit leasing.

(l) This Declaration is subservient to the ordinances and regulations enacted and promulgated by the County.

## ARTICLE 8

### DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

**8.01 SUFFICIENT INSURANCE.** In the event the improvements forming a part of the Property, or any portion thereof, including any Units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus Capital Reserves, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In

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the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

## 8.02 INSUFFICIENT INSURANCE.

(a) If the insurance proceeds and the Capital Reserve are insufficient to reconstruct the Building and the Unit Owners and all other parties do not voluntarily make provision for reconstruction of the Building within one hundred and eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half ( $\frac{1}{2}$ ) of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives, shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof,

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the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

**8.03 EMINENT DOMAIN.** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof and any proceeds from a settlement shall be payable to the Association. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit B to the Original Declaration, after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

**8.04 REPAIR, RESTORATION OR RECONSTRUCTION OF THE IMPROVEMENTS.** As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by holders of first mortgages on Units which have more than fifty percent (50%) of the votes in the Association.

## **ARTICLE 9** **SALE OF THE PROPERTY**

At a meeting duly called for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of one hundred percent (100%) of the Unit Owners,

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may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under this Declaration. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale.

## ARTICLE 10 REMEDIES

**10.01 VIOLATIONS.** Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in this Declaration:

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit Owner pursuant to this Declaration, after written notice of such nonpayment shall have been given such Unit Owner.

(b) Violation or breach by a Unit Owner (or any occupant of his Unit) of any provision, covenant or restriction of the Act, Declaration, the Bylaws, contractual obligation to the Board or Association undertaken by such Owner, or rules and regulations promulgated by the Board, and continuation of such violation after written notice thereof shall have been given such Unit Owner.

**10.02 REMEDIES.** Upon the occurrence of any one or more of the events described in this Article, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth herein, of a notice to quit and deliver up possession which right may be enforced by an action for possession under "An Act in Regard to Forcible Entry and Detainer" approved February 16, 1974, as amended.

(b) For a violation or breach of the Declaration, By-Laws or rules and regulations, the Board shall have the right:

(1) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

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(2) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach provided, however, that no summary abatement shall be undertaken in connection with any alteration or demolition of improvements until judicial proceedings are instituted.

(c) Upon the occurrence of one of the events described in this Article, including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership in the amount of any sums due from such Unit Owner; 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 as hereinafter provided, the lien shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall to the extent permitted by law, extinguish the lien described in this Article for any sums which became due prior to (1) the date of the transfer of title or (2) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any sums with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit Owners pursuant to a subsequently adopted annual revised or special assessment, and nonpayment thereof by such transferee shall result in a lien against the transferee's Unit Ownership. To the extent this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control.

(d) The Board shall have the power to issue to the defaulting Unit 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 and 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 him 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 Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. 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 said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the

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confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership and to possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (1) to foreclose a lien against the Unit Ownership, (2) for damages, injunctive relief, or specific performance, (3) for judgment or for the payment of money and the collection thereof, (4) for any combination of the remedies set forth in this Article or (5) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to exercise any such rights or remedies to enforce any provisions of this Declaration, the Bylaws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

(f) All expenses incurred by the Board in connection with any actions, proceedings or self help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%) per annum shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereon and upon all his personal property in his Unit or located elsewhere on the Property.

## ARTICLE 11

### MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

11.01 The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any Unit Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit who comes into possession

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of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (i) the date of, the transfer of title or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first (except for any sums which are reallocated among the Unit Owners). To the extent this subparagraph conflicts with the provisions of the Act, the provisions of the Act shall control.

(b) Upon request in writing, each First Mortgagee, insurer or Guarantor shall have the right:

(1) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(2) to receive, without charge and within a reasonable time after such request, any annual audited financial statements which are prepared and distributed by the Association to the Unit Owners within one hundred twenty (120) days at the end of each of its respective fiscal years;

(3) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(4) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;

(5) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and

(6) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or Articles of Incorporation or the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specific written request, to timely written notice of any such loss.

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(d) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the First Mortgagee within thirty (30) days after making the request for consent, provided the notice was delivered by certified or registered mail, return receipt requested.

## **ARTICLE 12** **GENERAL PROVISIONS**

**12.01 NOTICE TO MORTGAGEES.** Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration given to the Unit Owner whose Unit Ownership is subject to such mortgage or trust deed.

**12.02 MANNER OF GIVING NOTICES.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as he may have designated pursuant hereto or, if he has not so designated, in the Building or at the door of his Unit in the Building.

**12.03 NOTICES OF ESTATE OR REPRESENTATIVES.** Notices required to be given any devisee, heir or personal representative of a deceased Unit Owner may be delivered, either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

**12.04 CONVEYANCE AND LEASES.** Each grantee by the acceptance of a deed of conveyance, and each purchaser under Articles of Agreement for Deed and each tenant under a lease for a Unit, 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 an interest or estate in the Property and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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**12.05 NO WAIVERS.** No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

**12.06 CHANGE, MODIFICATION OR RESCISSION.**

(a) This Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such modification signed and acknowledged by the Board and by Unit Owners having at least three-fourths (3/4) of the total vote, and certified and an affidavit by a member of the Board certifying that all lien holders of record have been notified by certified mail of such modification; provided further, however, that no provisions in this Declaration may be modified so as to conflict with the provisions of the Illinois Condominium Property Act. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois.

(b) Notwithstanding the provisions of the foregoing paragraph, if the Act or this Declaration or the By-Laws requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument modifying any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.

**12.07 PARTIAL INVALIDITY.** The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

**12.08 LIBERAL CONSTRUCTION.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium development. The provisions of this Declaration are subservient to the ordinances and regulations of the County.

**12.09 OWNERSHIP BY LAND TRUSTEE.** In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time 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 Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such

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STATE OF ILLINOIS     )  
  )  
COUNTY OF COOK     )

I, Janet Badger, state that I am the President  
of the Board of Directors of the Cobblestone Condominium Owners Association, and  
that a copy of the foregoing Amended and Restated Declaration was either delivered  
personally to each Unit Owner at the Association or was sent by regular U.S. Mail,  
postage prepaid, to each Unit Owner in the Association at the address of the unit or  
such other address as the Owner has provided to the Board of Directors for purposes of  
mailing notices. I further state that the Unit Owners did not file a petition with the  
Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium  
Property Act, objecting to the adoption of this Amended and Restated Declaration.

By: Janet Badger  
Title: President

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lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 19th day of September, 2002.

**Board of Directors  
Cobblestone Condominium Owners Association**

Michael Pelton

Laurie Howard

Stephan Lee

Richard H. Lee

Richard H. Lee

Janet Badger

Phyllis Williams

Paul Dungey

Richard H. Lee

Being the Members of the Board of  
Directors of the Cobblestone  
Condominium Owners Association

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## EXHIBIT A

### LEGAL DESCRIPTION

The South 672.0 feet of the East 658.48 feet of the West 30 acres of the South half of the Southeast quarter of Section 32, Township 42 North, Range 12, East of the Third Principal Meridian (excepting therefrom the North 132.0 feet of the East 329.0 feet thereof and except the North 375.0 feet of the South 415.0 feet of the East 164.60 feet thereof) in Cook County, Illinois.

All located in the Village of Glenview, County of Cook, State of Illinois and more commonly known as follows:

<u>Address</u>	<u>Unit</u>	<u>Permanent Index Number</u>
606 Cobblestone Circle	A	04-32-402-035-1001
606 Cobblestone Circle	B	04-32-402-035-1002
606 Cobblestone Circle	C	04-32-402-035-1003
606 Cobblestone Circle	D	04-32-402-035-1004
606 Cobblestone Circle	E	04-32-402-035-1005
606 Cobblestone Circle	F	04-32-402-035-1006
608 Cobblestone Circle	A	04-32-402-035-1007
608 Cobblestone Circle	B	04-32-402-035-1008
608 Cobblestone Circle	C	04-32-402-035-1009
608 Cobblestone Circle	D	04-32-402-035-1010
608 Cobblestone Circle	E	04-32-402-035-1011
608 Cobblestone Circle	F	04-32-402-035-1012
610 Cobblestone Circle	A	04-32-402-035-1013
610 Cobblestone Circle	B	04-32-402-035-1014
610 Cobblestone Circle	C	04-32-402-035-1015
610 Cobblestone Circle	D	04-32-402-035-1016
610 Cobblestone Circle	E	04-32-402-035-1017
610 Cobblestone Circle	F	04-32-402-035-1018
612 Cobblestone Circle	A	04-32-402-035-1019
612 Cobblestone Circle	B	04-32-402-035-1020
612 Cobblestone Circle	C	04-32-402-035-1021
612 Cobblestone Circle	D	04-32-402-035-1022
612 Cobblestone Circle	E	04-32-402-035-1023
612 Cobblestone Circle	F	04-32-402-035-1024
614 Cobblestone Circle	A	04-32-402-035-1025
614 Cobblestone Circle	B	04-32-402-035-1026
614 Cobblestone Circle	C	04-32-402-035-1027
614 Cobblestone Circle	D	04-32-402-035-1028
614 Cobblestone Circle	E	04-32-402-035-1029
614 Cobblestone Circle	F	04-32-402-035-1030

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<u>Address</u>	<u>Unit</u>	<u>Permanent Index Number</u>
616 Cobblestone Circle	A	04-32-402-035-1031
616 Cobblestone Circle	B	04-32-402-035-1032
616 Cobblestone Circle	C	04-32-402-035-1033
616 Cobblestone Circle	D	04-32-402-035-1034
616 Cobblestone Circle	E	04-32-402-035-1035
616 Cobblestone Circle	F	04-32-402-035-1036
618 Cobblestone Circle	A	04-32-402-035-1037
618 Cobblestone Circle	B	04-32-402-035-1038
618 Cobblestone Circle	C	04-32-402-035-1039
618 Cobblestone Circle	D	04-32-402-035-1040
618 Cobblestone Circle	E	04-32-402-035-1041
618 Cobblestone Circle	F	04-32-402-035-1042
620 Cobblestone Circle	A	04-32-402-035-1043
620 Cobblestone Circle	B	04-32-402-035-1044
620 Cobblestone Circle	C	04-32-402-035-1045
620 Cobblestone Circle	D	04-32-402-035-1046
620 Cobblestone Circle	E	04-32-402-035-1047
620 Cobblestone Circle	F	04-32-402-035-1048
622 Cobblestone Circle	A	04-32-402-035-1049
622 Cobblestone Circle	B	04-32-402-035-1050
622 Cobblestone Circle	C	04-32-402-035-1051
622 Cobblestone Circle	D	04-32-402-035-1052
622 Cobblestone Circle	E	04-32-402-035-1053
622 Cobblestone Circle	F	04-32-402-035-1054
716 Cobblestone Circle	A	04-32-402-035-1055
716 Cobblestone Circle	B	04-32-402-035-1056
716 Cobblestone Circle	C	04-32-402-035-1057
716 Cobblestone Circle	D	04-32-402-035-1058
716 Cobblestone Circle	E	04-32-402-035-1059
716 Cobblestone Circle	F	04-32-402-035-1060
718 Cobblestone Circle	A	04-32-402-035-1061
718 Cobblestone Circle	B	04-32-402-035-1062
718 Cobblestone Circle	C	04-32-402-035-1063
718 Cobblestone Circle	D	04-32-402-035-1064
718 Cobblestone Circle	E	04-32-402-035-1065
718 Cobblestone Circle	F	04-32-402-035-1066
720 Cobblestone Circle	A	04-32-402-035-1067
720 Cobblestone Circle	B	04-32-402-035-1068
720 Cobblestone Circle	C	04-32-402-035-1069
720 Cobblestone Circle	D	04-32-402-035-1070
720 Cobblestone Circle	E	04-32-402-035-1071
720 Cobblestone Circle	F	04-32-402-035-1072
600 Cobblestone Circle	A	04-32-402-035-1073

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<u>Address</u>	<u>Unit</u>	<u>Permanent Index Number</u>
600 Cobblestone Circle	B	04-32-402-035-1074
600 Cobblestone Circle	C	04-32-402-035-1075
600 Cobblestone Circle	D	04-32-402-035-1076
600 Cobblestone Circle	E	04-32-402-035-1077
600 Cobblestone Circle	F	04-32-402-035-1078
602 Cobblestone Circle	A	04-32-402-035-1079
602 Cobblestone Circle	B	04-32-402-035-1080
602 Cobblestone Circle	C	04-32-402-035-1081
602 Cobblestone Circle	D	04-32-402-035-1082
602 Cobblestone Circle	E	04-32-402-035-1083
602 Cobblestone Circle	F	04-32-402-035-1084
604 Cobblestone Circle	A	04-32-402-035-1085
604 Cobblestone Circle	B	04-32-402-035-1086
604 Cobblestone Circle	C	04-32-402-035-1087
604 Cobblestone Circle	D	04-32-402-035-1088
604 Cobblestone Circle	E	04-32-402-035-1089
604 Cobblestone Circle	F	04-32-402-035-1090
624 Cobblestone Circle	A	04-32-402-035-1091
624 Cobblestone Circle	B	04-32-402-035-1092
624 Cobblestone Circle	C	04-32-402-035-1093
624 Cobblestone Circle	D	04-32-402-035-1094
624 Cobblestone Circle	E	04-32-402-035-1095
624 Cobblestone Circle	F	04-32-402-035-1096
626 Cobblestone Circle	A	04-32-402-035-1097
626 Cobblestone Circle	B	04-32-402-035-1098
626 Cobblestone Circle	C	04-32-402-035-1099
626 Cobblestone Circle	D	04-32-402-035-1100
626 Cobblestone Circle	E	04-32-402-035-1101
626 Cobblestone Circle	F	04-32-402-035-1102
628 Cobblestone Circle	A	04-32-402-035-1103
628 Cobblestone Circle	B	04-32-402-035-1104
628 Cobblestone Circle	C	04-32-402-035-1105
628 Cobblestone Circle	D	04-32-402-035-1106
628 Cobblestone Circle	E	04-32-402-035-1107
628 Cobblestone Circle	F	04-32-402-035-1108
700 Cobblestone Circle	A	04-32-402-035-1109
700 Cobblestone Circle	B	04-32-402-035-1110
700 Cobblestone Circle	C	04-32-402-035-1111
700 Cobblestone Circle	D	04-32-402-035-1112
700 Cobblestone Circle	E	04-32-402-035-1113
700 Cobblestone Circle	F	04-32-402-035-1114
702 Cobblestone Circle	A	04-32-402-035-1115
702 Cobblestone Circle	B	04-32-402-035-1116

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<u>Address</u>	<u>Unit</u>	<u>Permanent Index Number</u>
702 Cobblestone Circle	C	04-32-402-035-1117
702 Cobblestone Circle	D	04-32-402-035-1118
702 Cobblestone Circle	E	04-32-402-035-1119
702 Cobblestone Circle	F	04-32-402-035-1120
704 Cobblestone Circle	A	04-32-402-035-1121
704 Cobblestone Circle	B	04-32-402-035-1122
704 Cobblestone Circle	C	04-32-402-035-1123
704 Cobblestone Circle	D	04-32-402-035-1124
704 Cobblestone Circle	E	04-32-402-035-1125
704 Cobblestone Circle	F	04-32-402-035-1126
706 Cobblestone Circle	A	04-32-402-035-1127
706 Cobblestone Circle	B	04-32-402-035-1128
706 Cobblestone Circle	C	04-32-402-035-1129
706 Cobblestone Circle	D	04-32-402-035-1130
706 Cobblestone Circle	E	04-32-402-035-1131
706 Cobblestone Circle	F	04-32-402-035-1132
708 Cobblestone Circle	A	04-32-402-035-1133
708 Cobblestone Circle	B	04-32-402-035-1134
708 Cobblestone Circle	C	04-32-402-035-1135
708 Cobblestone Circle	D	04-32-402-035-1136
708 Cobblestone Circle	E	04-32-402-035-1137
708 Cobblestone Circle	F	04-32-402-035-1138
710 Cobblestone Circle	A	04-32-402-035-1139
710 Cobblestone Circle	B	04-32-402-035-1140
710 Cobblestone Circle	C	04-32-402-035-1141
710 Cobblestone Circle	D	04-32-402-035-1142
710 Cobblestone Circle	E	04-32-402-035-1143
710 Cobblestone Circle	F	04-32-402-035-1144
712 Cobblestone Circle	A	04-32-402-035-1145
712 Cobblestone Circle	B	04-32-402-035-1146
712 Cobblestone Circle	C	04-32-402-035-1147
712 Cobblestone Circle	D	04-32-402-035-1148
712 Cobblestone Circle	E	04-32-402-035-1149
712 Cobblestone Circle	F	04-32-402-035-1150
714 Cobblestone Circle	A	04-32-402-035-1151
714 Cobblestone Circle	B	04-32-402-035-1152
714 Cobblestone Circle	C	04-32-402-035-1153
714 Cobblestone Circle	D	04-32-402-035-1154
714 Cobblestone Circle	E	04-32-402-035-1155
714 Cobblestone Circle	F	04-32-402-035-1156

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**EXHIBIT B  
TO AMENDED AND RESTATED  
DECLARATION FOR  
COBBLESTONE CONDOMINIUM OWNERS ASSOCIATION**

The Amended and Restated By-Laws of  
COBBLESTONE CONDOMINIUM OWNERS ASSOCIATION  
an Illinois not-for-profit Corporation

**ARTICLE I  
NAME OF CORPORATION**

The name of this corporation is Cobblestone Condominium Owners Association.

**ARTICLE II  
PURPOSE AND POWERS**

**2.01 PURPOSES.** The purposes of this Association are to act on behalf of its members collectively, as their governing body with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit B to the Amended and Restated Declaration of Cobblestone Condominium Owners Association ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

**2.02 POWERS.** The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

**2.03 PERSONAL APPLICATION.** All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Dwelling Unit or the act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

**2.04 INCORPORATION OF PROVISIONS OF THE ACT.** These By-Laws shall be deemed to incorporate and include any provisions which are specifically required by the Act from time to time to be included in the By-Laws including, without limitation, those provisions required in Section 18 of the Act.

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