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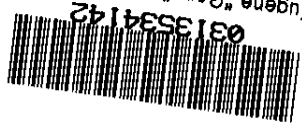
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Property of Cook County Clerk's Office

AMENDED AND  
RESTATED  
DECLARATION OF  
CONDOMINIUM  
OWNERSHIP AND OF  
EASEMENTS,  
RESTRICTIONS AND  
COVENANTS FOR  
VILLAGE ON THE LAKE  
CONDOMINIUM NO. 4

For use by Recorder's Office only



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Cook County Recorder of Deeds  
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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
 OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS  
 FOR VILLAGE ON THE LAKE CONDOMINIUM NO. 4**

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5. Common Expenses. The proposed or actual expenses of administration of the Property, including reserves, if any, maintenance, operation, repair, and replacement of the Common Elements in the Building; the cost of additions, alterations, or improvements to the Common Elements in the Building; the cost of insurance required or permitted to be obtained by the Board with respect to the Building; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, scavenger services, water, sewer, or other

4. Common Elements. All portions of the property except the Units, including Limited Common Elements.

3. Building. The building located on the parcel containing the units as more specifically described in Article II.

2. Board. The Board of Managers or the Board of Directors, as the case may be, of Village On The Lake Condominium No. 4.

1. Association. Village On The Lake Condominium No. 4, an Illinois not-for-profit corporation, its successors and assigns.

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

ARTICLE I  
Definitions

THIS AMENDED AND RESTATED DECLARATION is made and entered into by the Board of Managers of the Village On The Lake Condominium No. 4, in accordance with the provisions of Section 27(b) of the Illinois Condominium Property Act, which provides that the Association may correct errors or omissions in the Declaration as may be required to conform to the Act, and any other applicable statute by vote of two-thirds of the members of the Board of Managers.

AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS AND COVENANTS  
FOR VILLAGE ON THE LAKE CONDOMINIUM NO. 4

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- 14. Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
  - 13. Parcel. The entire tract of real estate above described.
  - 12. Owner. The Person or Persons whose estate or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership.
  - 11. Occupant. Person or Persons, other than an Owner, in possession of a Unit.
  - 10. Limited Common Elements. All Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board. Said Limited Common Elements shall include but shall not be limited to, pipes, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units and such portions of the perimeter walls, floors and ceilings, doors, windows and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries and serve exclusively a single Unit or adjoining Units, as aforesaid.
  - 9. Elk Grove Estates Homeowners Declaration. The Elk Grove Estates Declaration of Covenants, Conditions and Restrictions recorded as Document No. 20995550, as amended from time to time.
  - 8. Declaration. This instrument by which the Property is submitted to the provisions of the Condominium Property Act of the State of Illinois, and such Declaration, as from time to time amended.
  - 7. Condominium Property Act. The Condominium Property Act of the State of Illinois as the same may be from time to time amended.
  - 6. Condominium Instruments. All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and plats.
- necessary utility services to the Building and Units; and any other expenses lawfully incurred by or on behalf of the Association for the common benefit of all of the Owners.

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Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518 and 519 as delineated on survey of Sublot A in Lot 4 in the Second Resubdivision of Part of Lot 1 in Village on the Lake Subdivision

1. Description and Ownership. All units in the Building located on the Parcel are delineated on the surveys attached to the original Declaration as Exhibit "A" and made a part of this Declaration, and are legally described as follows:

**ARTICLE II**  
**Units**

19. Village On The Lake Homeowners Declaration. The Declaration of Covenants, Conditions and Restrictions for Village On The Lake Homeowners Association recorded as Document No. 21517208, as amended from time to time.

18. Unit Ownership. A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

17. Unit. A part of the Property within the building, including one or more rooms occupying one or more floors or a part or parts thereof, designed and intended for one family dwelling or such other uses by this Declaration, and having lawful access to a public way.

16. Reserves. Those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium Instruments.

15. Property. All the land, property and space comprising the Parcel, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, licenses, permits, rights and appurtenances belonging thereto, and all fixtures, equipment and property intended for the mutual use, benefit or enjoyment of the Unit Owners.



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3. If any chutes, flues, ducts, conduits, wires, bearing walls, bearing columns, or any other apparatus lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof serving only that Unit shall be deemed a part of that Unit, while any portions thereof serving more than one

2. Certain Structures Not Constituting Part of a Unit. No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through a Unit and serving more than that Unit, except as a tenant in common, and not a joint tenant, with all other Owners. To the extent that perimeter and partition walls, floors or ceilings are designated as the boundaries of the Units or of any specified Units, all decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such Units, while all other portions of such walls, floors or ceilings and all portions of perimeter doors and all portions of windows in perimeter walls shall be deemed part of the Common Elements.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof on Exhibit "A". The legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown in 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. An Owner or Owners may, at their own expense, subdivide or combine Units and locate or relocate Common Elements affected or required thereby, in accordance with the requirements of the Condominium Property Act. Except as provided by the Condominium Property Act, no Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "A".

(Phase III) being a subdivision of part of the Southwest quarter of Section 29 and part of the Northwest quarter of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded January 25, 1971 as Document No. 21380121 in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by Chicago Title & Trust Company as Trustee under Trust No. 53436, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22165869.

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ARTICLE IV

3. Ownership of Common Elements and Limited Common Elements. Each Owner shall own an undivided interest in the Common Elements and Limited Common Elements as a tenant in common, but not a joint tenant, with all other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of each Unit as a place of residence, and such other purposes uses permitted by this Declaration which right shall be apportioned to and run with each Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners except as otherwise provided by the Condominium Property Act. Each Unit's corresponding percentage of ownership in the Common Elements and Limited Common Elements is set forth in Exhibit "B" attached hereto.

2. Limited Common Elements. Balconies and patios designed for the exclusive use of one or more Units having direct access to such areas shall be limited Common Elements, the exclusive right to possession and use of which shall be limited to the Occupants of such Units.

1. Description. Except as otherwise provided in this Declaration, the Common Elements shall consist of all portions of the Property except the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, elevators, landscaping, stairways, entrances and exits, patios, balconies, exterior windows, hallways, lobbies, corridors, roots, outdoor parking area, roofs, basements, including laundry areas, storage areas, utility rooms and furnace rooms, structural parts of the Building, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

ARTICLE III  
Common Elements

4. Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, windows in perimeter walls, and any other apparatus designed to serve a single Unit shall be deemed a Limited Common Element appertaining to that Unit exclusively.

Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

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(b) Utility Easements. Ameritech, Commonwealth Edison Company, the Northern Illinois Gas Company and all other public utilities

any Owner or that of his agent.

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

3. Easements.

- therein.
2. No Severance of Ownership. No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to a Unit Ownership without including therein both the Owner's interest in the Unit and the Unit's 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.
  1. Submission of Property to the Condominium Property Act. The property is hereby submitted to the provisions of the Condominium Property Act.

General Provisions as to Units and Common Elements

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6. Storage Areas. The storage areas for the Owners' personal property in the Building outside of the Units shall be part of the Common

his Unit Ownership. lien on or affecting the Property or any part thereof, except only to the extent of

5. Separate Mortgage. Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his Unit Ownership. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other

Elements, and, in such event, such taxes shall be a Common Expense.

4. Real Estate Taxes. It is intended that real estate taxes are to be levied by the County Assessor on each Unit Ownership as provided in the Condominium Property Act. In the event such taxes are levied on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common

(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 Owners, Occupant, purchaser, mortgagee and other Person having an interest in the Property, or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were fully recited and set forth in their entirety in such documents.

forgoing. Owners, such instruments as may be necessary to effectuate the Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all the over, under, along and on any portion of the Common Elements, and each hereafter grant additional utility easements for the benefit of the Property the purpose of providing utility services to the Property. The Board may housings for such equipment, into and through the Common Elements for transformers, switching apparatus and other equipment, including alter, remove, operate and maintain conduits, cables, pipes, wires, serving the Property are hereby granted the right to lay, construct, renew,

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(a) Unit Owners' Association The Unit Owners' Association is responsible for the overall administration of the Property through its duly elected Board of Managers. Each Unit Owner shall be a member of the Association. The Association shall have the powers specified in the Illinois General Not For Profit Corporation Act of 1986, as amended, which are not inconsistent with the Act. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not

2. Organization.

1. Administration of the Property. The direction and administration of the Property shall be vested in the Board of Managers (hereinafter referred to as the "Board") which shall consist of five (5) individuals who shall be elected in the manner hereinafter set forth. Each member of the elected Board shall be an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural individual, then any officer, director or other designated agent of such corporation, partner or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

ARTICLE V  
Administration

7. Balconies and Patios. A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony and patio adjoining the Unit; provided, however, that no Owner shall decorate, fence, enclose, landscape, adorn or alter such balcony or patio in any manner contrary to such rules and regulations as may be established by the Board of Managers, as hereinafter provided, unless he shall first obtain the written consent of said Board to do so. There shall be no entry or exit through the patio doors.

Elements, and the exclusive use and possession of the storage areas shall be allocated among the Owners in such manner and subject to such rules and regulations as the Board may prescribe. Each Owner shall be responsible for such Owner's personal property in the storage areas. The Board and the Association shall not be considered the bailee of such personal property and shall not be responsible for any losses or damage thereto whether or not due to the negligence of the Board and/or the Association. There is one storage locker to be assigned per unit.

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(a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as a "Voting Member." Such voting member may be the Owner or one of the groups composed of all the Owners of a Unit Ownership, or may be some person designated to act as proxy for such Owner(s) and who need not be an Owner. 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 Owner(s). The total number of votes of all voting members shall be 100, and each voting member shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements applicable to such voting member's Unit ownership as set forth

### 3. Voting Rights.

(e) A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit owner under the Condominium Property Act, the Condominium Instruments, or the rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

(d) Every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition of such Owner's Unit Ownership, at which time the new Owner shall automatically become a member therein. The Association may issue certificates evidencing membership in the Association. The Association shall have one (1) class of membership.

(c) The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Condominium Property Act.

(b) Association. There is incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, called Village On The Lake Condominium No. 4, which corporation (herein called the "Association") is the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Property.

inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act or in the Condominium Instruments.

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(a) Place and Quorum. Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members representing twenty percent

#### 4. Meetings.

(3) the purchase or sale of land or of units on behalf of all unit owners.

(2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association and

(1) merger or consolidation of the association;

(e) Matters subject to the affirmative vote of not less than two-thirds 2/3 of the votes of Unit Owners at a meeting duly called for that purpose, shall include, but not be limited to:

(c) The Board of Managers may disseminate to Unit Owners biographical and background information about candidates for election to the board if: (a) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and (b) the Board does not express a preference in favor of any candidate.

(b) A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution. Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder, and must give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

in Exhibit "B". When thirty percent (30%) or fewer of the Units, by number, possess over 50% in the aggregate of the votes in the Association, any percentage vote of voting members specified in the Condominium Property Act or in this Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable.

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(d) Meetings of the Board. Meetings of the Board of Managers shall be open to any Unit Owner, except for the portion of any meeting held:

(c) 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. Special meetings shall be called by written notice by the President of the Association, a majority of the Board, or by the voting members having twenty percent (20%) or more of the total votes and delivered not less than ten (10) nor 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.

(b) Annual Meeting. There shall be an annual meeting of the voting members on the second Monday of November of each year at 7:00 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by a written notice from the Board delivered to the voting members not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting.

(20%) of the total votes shall constitute a quorum. In the event of a resale of a Unit, the purchaser of a Unit, pursuant to an installment contract for purchase, shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this section, "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures," approved August 11, 1967, as amended. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting or at least fifty-one percent (51%) of the number of units represented at such meeting.



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6. Board of Managers (Board of Directors).

5. Notices of Meetings. Notices of meetings required to be given herein shall be given pursuant to the provisions of paragraph 3 of Article XII herein. Written notice of any membership meeting shall be mailed or delivered as herein provided giving voting members no less than ten (10) and not more than thirty (30) days notice of the time, place and purpose of such meeting.

(e) Secret Ballot. The Association may, upon adoption of the appropriate rules by the Board of Managers, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit Owner issuing a proxy or casting a ballot; and further, that a candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner, and any Unit Owner may record the proceedings at meetings or portions thereof required to be open by the Condominium Property Act by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Condominium Instruments or provision of law other than this section before the meeting is convened, and that copies of notices of meetings of the Board of Managers shall be posted in entrances, elevators, or other conspicuous places in the Building at least 48 hours prior to the meeting of the Board of Managers.

(3) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses.

(2) to consider information regarding appointment, employment or dismissal of an employee; or

(1) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent;

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- (a) In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a 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.
- (b) A majority of the total number of members on the Board shall constitute a quorum.
- (c) There shall be five (5) Board members who shall be elected for two (2) year terms.
- (d) The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of individuals on the Board or may increase or decrease the terms of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and the terms of at least one-third (1/3) of the members of the Board shall expire annually. Board members may succeed themselves.
- (e) If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time.
- (f) Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) or more of the total votes.
- (g) Vacancies on the Board shall be filled by appointment by a two-thirds (2/3) vote of the remaining Board members for a period up to the next annual meeting or special meeting called for the purpose, at which time a member shall be elected for the balance of the term of the departed Board member, unless a petition is filed, signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. Vacancies in the Board created by any increase in the number of persons on the Board shall be filled by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.
- (h) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of

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those present at its meetings when a quorum exists. A quorum shall consist of a majority of the Board members. Meetings of the Board may be called, held and conducted by the President or twenty-five percent (25%) of the members of the Board in accordance with such regulations as the Board may adopt.

(i) Meetings of the Board shall be open to any owner, and notice of such meetings shall be mailed to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

(j) The Board shall meet at least four (4) times annually.

(k) Officers. The Board shall elect the following officers from among its members: a President who shall be a member of the Board and preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall be designated as the officer to mail and receive all notices served by or upon the Board of the Association, and shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. Such officers shall serve at the will of the Board, which shall fill any vacancies. No officer shall be elected for a term of more than one (1) year, but officers may succeed themselves.

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

(m) Members of the Board shall receive notice of any meeting of the Board either personally or by mail, not less than forty-eight (48) hours prior to the meeting, stating the date, time, place and purpose of the meeting.

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7. **General Powers of the Board.** The Board for the benefit of all the Owners, shall acquire and shall pay for out of the maintenance fund hereinafter provided for, the following:
- (a) Water, waste removal, gas, electricity and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.
  - (b) A policy or policies of insurance on the Property insuring the Common Elements and the Units against loss or damage by the perils of fire, lightning and those risks now or hereafter contained in the extended coverage vandalism and malicious mischief endorsements, for the full insurable replacement cost of the Common Elements and the Units, written in the name of, and the proceeds thereof shall be payable to the members of the Board, as trustees for each of the Owners in the percentages established in Exhibit "B". Prior to obtaining any such policy or policies of insurance, or any renewal thereof, the Board, at its option, may obtain an appraisal from a qualified appraiser for the purpose of determining the full insurable replacement cost of the Common Elements and the Units for the amount of insurance to be effected pursuant hereto. The cost of any such appraisal shall be a Common Expense. Each Owner shall be required to notify the Board of all additions, alterations or improvements to such Owner's Unit promptly in writing to the Board, without prior request from the Board or the managing agent, and to reimburse the Board for any additional insurance premiums thereon. Any such policy of insurance shall:
- (1) contain a standard mortgage clause endorsement in favor of each mortgagee of a Unit as its interest may appear;
  - (2) provide that the insurance, as to the interest of the Board, shall not be invalidated by any act or neglect of any Owner;
  - (3) provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the Owners elect to sell the Property or remove the Property from the provisions of the Condominium Property Act;
  - (4) contain an endorsement to the effect that such policy shall not be terminated for non-payment of premium without at least ten (10) days prior written notice to each mortgagee of a Unit;

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The fees of such Insurance Trustee shall be common expenses. The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein or in any mortgage contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of the Building, provided, however, that if the Board or the corporate trustee fails to perform all of the conditions precedent required by the policy or policies of insurance, and fails to collect the amount of the loss within the time

Notwithstanding the issuance of a standard mortgage clause endorsement, any losses under any such policy of insurance shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of this Declaration and the Condominium Property Act; provided, however, that if the Board fails to perform all of the conditions precedent required by any such policy of insurance, and fails to collect the amount of the loss within the time required by law, and any mortgagee of a Unit is required to avail itself of its rights under the standard mortgage clause endorsement to collect the proceeds of any such policy of insurance, any amounts so collected through the efforts of the mortgagee shall be applied as directed by the mortgagee. The Board may engage the services of a bank or trust company authorized to do trust business in Illinois having a capital of not less than \$5,000,000.00 to act as insurance Trustee and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event the lowest of three (3) bids from reputable contractors for making all repairs required by any loss shall exceed \$50,000.00, the Board, upon written demand of any mortgagee of a Unit, shall engage the services of an insurance Trustee as aforesaid. The fees of such Insurance Trustee shall be a Common Expense.

- (5) contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, if any, their respective employees and agents, the Owners and Occupants; and
- (6) contain a "Replacement Cost Endorsement."

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(f) The Association shall obtain and maintain fidelity insurance covering persons 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. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and the management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for the Association, provided, however, that for investment purposes, the Board of Managers of the Association may authorize the management company to maintain the Association's reserve funds in a single interest bearing

(e) Upon authorization by a two-thirds vote of the members of the Board of Managers or by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board of Managers acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in connection therewith as a Common Expense.

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

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

required by law, and the mortgagee or mortgagees are required to avail themselves of their rights under the standard mortgagee clause to collect the proceeds of the policy or policies of insurance, any amounts so collected through the efforts of said mortgagee or mortgagees shall be applied as directed by said mortgagee or mortgagees.

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account with similar funds of other Associations. The management company shall at all times maintain records identifying all monies of each Association in such investment account. The management company may hold all operating funds of Associations which it manages in a single operating account but shall at all times maintain records identifying all monies of each Association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company.

For the purpose of this section, a management company shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for a unit owner, unit owners or association of unit owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to the Act. For purposes of this section, the term "fiduciary insurance coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of Association funds and Association reserves that will be in the custody of the Association, and the directors and officers liability coverage at a level as shall be determined to be reasonable by the Board of Managers if not otherwise established by the Condominium Instruments.

If the Association has reserves plus assessments in excess of \$250,000 and cannot reasonably obtain 100% fidelity bond coverage for such amount, then it must obtain a fidelity bond coverage of \$250,000.

(g) Except as may be provided by the Village on the Lake Homeowners Association pursuant to the provisions of the recorded Declaration relating thereto, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the Units or any part thereof or therein including sliding glass doors appurtenant to the Units, Unit windows, interior surfaces of the Units and of the hallway doors appurtenant thereto, nor the individual heating and air conditioning devices including individual control devices, air distribution devices and interconnecting lines that service one Unit only, whether located in the Unit or in or on the Common Elements adjoining each Unit, all of which the respective Owners shall, at their sole cost and expense, paint, clean, decorate, maintain, repair and replace) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board

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shall have the exclusive right and duty to acquire the same for the Common Elements.

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

(i) Any amount necessary to discharge any mechanics lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of a particular Owner. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of such lien, shall be specially assessed to such Owners. As to any such lien placed upon any Unit or upon the Common Elements, the Owner(s) who created the basis for such lien shall be held responsible for such lien, regardless of whether such lien be false, fraudulent or bona fide.

(j) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the opinion of the Board, to protect the Common Elements, or any other portion of the Property, and the Owner of such Unit has failed or refused to perform such maintenance or repair within a reasonable time after written notice of the necessity of such maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of such maintenance or repair.

(k) The Board or its agents, upon reasonable notice, or in case of an emergency without notice, may enter any Unit and when necessary in connection with any construction or maintenance for which the Board is responsible, or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units. The Board or its agents may likewise enter for maintenance repairs, construction or painting. Such entry shall be made with as little inconvenience to any Owner as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(l) The Board's powers herein above enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital



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improvements of the Common Elements (other than for purposes of repairing, replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) not included in the adopted budget, without in each case the prior approval of the voting members having two-thirds (2/3) or more of the total votes.

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

(n) The Board, without approval from any of the voting members except as hereinafter set forth, may adopt and amend such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Property, after a meeting of the Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Act, except that no quorum is required at the meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Act or the Condominium Instruments. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

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

(p) The Board may elect to have the cost of any and all of the goods and services and insurance furnished by the Board and exclusive use areas assessed specially to each Owner in proportion to the Owner's use and benefit from such goods, services, insurance and exclusive use areas.

(q) Notwithstanding anything herein contained to the contrary, the Board acting by and through such Board member or members as the Board may designate shall have and exercise for the benefit and on behalf of the Owners all the voting rights of each of said Owners as members of the Village On The Lake Homeowners Association and as members of the Elk Grove Estates

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Homeowners Association and may as hereinafter provided in Article VI collect from and pay for and on behalf of such Owners all annual and special assessments required to be paid by such Owners as members of said Associations, provided, however, that each such Owner shall have and exercise individually his voting rights as a member of either Association to the extent, if any, that the delegation of voting rights herein provided for is prohibited.

(r) The Board, by vote of at least two-thirds (2/3) of the persons on the Board, shall have the authority to grant licenses or concessions with respect to any part of the Common Elements.

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

(t) The Board shall have the power to own, convey, encumber, lease, and otherwise deal with units conveyed to or purchased by it.

(u) The Board shall keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.

(v) The Board shall have the right to impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the declaration, bylaws and rules and regulations of the Association.

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

(x) The Board shall have the power to record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act.

(y) The Board shall have the power to record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act.

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8. **Liability of the Board of Managers.** The members of the Board of Managers nor the officers shall be liable to the Owners or others for any mistake of judgment or for any other acts or omissions made in good faith as such Board Members or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers on behalf of the Owners or the Association, or arising out of their status as Board members or officers unless any such contract shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claims, action, suit or proceeding, whether civil, criminal, administrative or other in which any member of the Board or officer may be involved by virtue of such person being or having been such member or officer; provided, however, that such indemnity by the Association shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by the Board (who may be counsel regularly retained by the Association) there is not reasonable ground for such person or officer being adjudged liable for willful misconduct in the performance of his duties as such member or officer. The Board shall have authority to purchase and maintain insurance on behalf of the officers and members of the Board against any liability of settlement based on asserted liability, incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Paragraph 8. It is also intended that the liability of any Owner arising out of any contract made by the Board, the officers, or out of the aforesaid Owners' indemnity shall be limited to such proportion of the total liability thereunder as such Owner's percentage of ownership in the Common Elements bears to the total percentage of ownership in the Common Elements of

- (z) The Board shall reasonably accommodate the needs of a handicapped unit owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual unit.
- (aa) In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Unit Owners.

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(c) Except as provided in subsection (d) below, if an adopted budget or any separate assessment adopted by the Board will result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days

(b) Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget. Each Unit Owner shall receive notice, in the same manner as is provided in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. On or before December 1 of each year, the Board shall distribute to each Owner a detailed annual budget, setting forth with particularity all anticipated Common Expenses by category as well as all anticipated assessments and other income. The budget shall set forth each Owner's Common Expense assessment. The estimated cash requirement shall be assessed to Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto.

(a) Each year on or before December first, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, supplies and fees which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount determined by the Board for a reserve for contingencies and replacements.

## 1. Annual Assessment

### Assessments - Maintenance Fund

#### ARTICLE VI

Every contract made by the Board, the officers, or the managing agent on behalf of the Owners shall provide that they are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Owner's percentage of ownership in the Common Elements bears to the total percentage of ownership in the Common Elements of all Owners.

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of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

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

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

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

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

(h) On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner, jointly and severally, if there be more than one (1) Owner for any Unit, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Article. On or before April 1st of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit or income over expenditures plus reserves. Such accounting shall be prepared by a certified public accountant. Any amount accumulated in excess of the amount required for expenditures and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of

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ownership in the Common Elements to the installments due in the succeeding three (3) months after rendering of the accounting.

**2. Reserves; Further Assessments.** The Board shall build up and maintain a reasonable reserve for contingencies and replacements. All budgets adopted by the Board of Managers shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of reserves appropriate for the Association, the Board of Managers shall take into consideration the following:

(a) the repair and replacement cost, and the estimated useful life, of the property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the Building and Common Elements, and energy systems and equipment;

(b) the current and anticipated return on investment of Association funds;

(c) any independent professional reserve study which the Association may obtain;

(d) the financial impact on Unit Owners, and the market value of the Condominium Units, of any assessment increase needed to fund reserves; and

(e) the ability of the Association to obtain financing or refinancing.

Extraordinary or other expenditures not included in the annual estimate, which may become necessary during the year, shall be charged first against such reserve. If the estimated cash requirement proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a special assessment, in accordance with paragraph 1 of this Article, which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements. Such special assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of special assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

**3. No Forbearance of Assessments.** The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

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- (9) The books and records of account for the Association's current and ten (10) immediately preceding fiscal years,
  - (8) Ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and
  - (7) A current listing of the names, addresses and weighted vote of all members entitled to vote;
  - (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;
  - (5) All current policies of insurance of the Association;
  - (4) Minutes of all meetings of the Association and its Board of
  - (3) The Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
  - (2) The Rules and Regulations of the Association, if any;
  - (1) The Association's Declaration, By-Laws, Plats of Survey and all amendments of these;
- Association's principal office:
- a) The Board of Managers of the Association shall keep and maintain the following records, or true and complete copies of these records, at the

## Books and Records

4. Failure to Prepare Estimate. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release of such Owner's obligation to pay the maintenance costs and reserves, as herein provided, whenever the same shall be determined and in the absence of any annual estimate or adjusted estimate, each 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.

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including but not limited to itemized and detailed records of all receipts and expenditures.

b) Any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (1), (2), (3), (4) and 5 of subsection (a) of this Section, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers or its authorized agent, stating with particularity the records sought to be examined. Failure of an Association's Board of Managers to make available all records so requested within thirty (30) days of receipt of the member's written request shall be deemed a denial.

Any member who prevails in an enforcement action to compel examination of records described in subdivisions (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 (d) of this Section, any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (6), (7), (8) and (9) of subsection (a) of this Section, in person or by agent, at any reasonable time or times, but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Managers 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 (d) of this Section, failure of the Association's Board of Managers to make available all records so requested within thirty (30) business days of receipt of the member's written request shall be deemed a denial; provided, however, that the Board of Managers of the Association has adopted a secret ballot election process as provided in Section 15 of the Illinois Condominium Property Act, shall not be deemed to have denied a member's request for records described in subdivision (8) of subsection (a) of this section if voting ballots, without identifying unit numbers, are made available to the requesting member within thirty (30) days of receipt of the member's written request.

In an action to compel examination of records described in subdivisions (6), (7), (8) and (9) of subsection (a) of this section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose. Any member who prevails in an enforcement action to compel examination of records described in subdivisions (6), (7), (8) and (9) of this section shall be entitled to recover reasonable attorney's



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6. **Purpose of Assessments.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such

(f) The provisions of this section are applicable to all condominium instruments recorded under the Illinois Condominium Property Act. Any portion of a condominium instrument that contains provisions contrary to these provisions shall be void as against public policy and ineffective. Any condominium instrument that fails to contain the provisions required by this section shall be deemed to incorporate the provisions by operation of law.

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

(4) Documents relating to common expenses or other charges owed by a member other than the requesting member; and

(3) Documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Managers in a court or administrative tribunal;

(2) Documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;

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

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

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

fees and costs from the Association only if the court finds that the Board of Managers acted in bad faith in denying the member's request.

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(b) the right to take possession of such defaulting Owners' interest in the Property, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed by "an Act in regard to forcible entry and detainer" approved February 16, 1874, as amended and upon the entry of judgment in favor of the Board for possession of a Unit under the Condominium Property Act, as provided in Section 9-111 of the forcible entry and detainer Act and delivery of possession of the premises by the sheriff or other authorized official to the Board pursuant to execution upon the judgment, the Board shall have the right and authority, incidental to the right of possession of a Unit under the judgment, but not the

(a) the right to enforce the collection of such defaulting Owners' share of such expenses (whether due by acceleration or otherwise); together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof;

7. **Nonpayment of Assessments.** If any Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision, statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be enforced by an action brought in the name of the Board as in the case of foreclosure of liens against real estate under the provisions of the Illinois Forcible Entry and Detainer Act. Said lien shall take effect and be in force when and as provided in the Condominium Property Act. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any owner shall fail to pay the proportionate share of the Common Elements or of any other expenses required to be paid hereunder when due, such rights and remedies shall include:

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1. Use, Maintenance, Alteration of Units. No part of the Property shall be used for housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. Owners shall maintain and keep in good order and repair their respective Units. That part of the Common Elements separating any two or more adjoining Units (either horizontally or vertically) used together as aforesaid may be altered to afford ingress and egress to and from

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

Covenants and Restrictions as to Use and Occupancy

ARTICLE VII

9. Amendments. Amendments to this Article VI shall only be effective upon unanimous written consent of the Owners, and their mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

8. Liability for Assessments. No Owner may waive or in any way escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of a Unit.

(c) The right to impose a Late Charge for late payment of assessments in an amount to be fixed by a rule adopted by the Board, which Late Charge shall be considered for all purposes as an additional assessment.

Unit rentable, and jurisdiction to determine the reasonableness of the expense of making the surplus shall be remitted to the Unit Owner. The court shall retain to assessments incurred thereafter until assessments are current. Any other expenses lawfully agreed upon (including late charges), any fines and reasonable expenses necessary to make the Unit rentable and lastly upon in the action for possession plus statutory interest on a monetary judgment, if any, attorneys' fees, and court costs incurred; and then to shall first apply all rental income to assessments and other charges sued by order of court upon notice to the dispossessed Unit Owner. The Board occupancy or not) pursuant to a written lease for a term not to exceed 13 months from the date of expiration of the stay or judgment unless extended obligation, to lease the Unit to a bona fide tenant (whether the tenant is in

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3. **Use Affecting Insurance.** Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(f) Persons in dripping bathing suits or wet feet are not permitted to enter the building until reasonably dry, and must not use the inside furniture at any time while in a bathing suit.

(e) Proper attire is expected at all times in the lobbies, elevators, halls and Common Areas. Except in the pool area, all persons must wear shoes or sandals as well as a robe, jacket, shirt or other covering over bathing suits and upper part of the body.

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

(c) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles or other personal property may be stored in any common storage area designated for that purpose, and recreational, amenity, service and exclusive use areas may be used for their intended purposes.

(b) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials which are not in receptacles provided for such purposes.

(a) 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) without the prior consent of the Board except as hereinafter expressly provided.

## 2. Use of Common Elements

such adjoining Units in such manner and upon such conditions as shall be reasonably determined by the Board in writing.

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4. **Owners' Insurance.** Owners shall be responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property and their personal liability to the extent not covered by the liability insurance for all Owners obtained by the Board as hereinabove provided.
5. **Exterior of Building.** Owners shall not cause or permit anything to be placed on the outside walls, doors and windows of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior consent of the Board.
6. **Window Treatments.** The use and covering of the interior surfaces of the glass doors and windows appurtenant to the Units in the Building, whether by draperies, shades or other items visible from the exterior of the Building, shall be subject to the rules and regulations of the Board provided, however, that the exterior lining or surface of the draperies, shades or other covering items visible from the exterior shall be white.
7. **Floor Coverings.** In order to enhance the sound conditioning of the Building, the floors for all occupied Units shall be carpeted, except it shall not be necessary to carpet the kitchen, bathrooms, closets, foyer or within one (1) foot from any wall.
8. **Laundry Equipment.** No type of washer, dryer or other laundry equipment shall be installed in any Unit.
9. **Pets.** No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Unit or in the Common Elements.
10. **Proscribed Activities.** No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done thereon, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.
11. **Structural Changes.** Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of a Building or which would structurally change a Building except as is otherwise provided herein.

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**2. Gift.** Any Owner who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than ninety days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name, address and financial and character references

**1. Sale.** Any Owner who wishes to sell his Unit Owner shall give to the Board not less than sixty (60) days prior written notice of the terms of any contemplated bona fide sale, together with the name, address and financial and character references of the proposed purchaser as the Board may reasonably require. The members of the Board acting on behalf of the other Owners shall at all times have the first right and option to purchase such Unit Ownership upon the same terms, which option shall be exercisable for a period of sixty (60) days following the date of receipt of such notice. If said option is not exercised by the Board within said sixty (60) days, the Owner may, at the expiration of said sixty (60) day period and at any time within ninety (90) days after the expiration of said period, contract to sell such Unit Ownership to the proposed purchaser named in such notice upon the terms specified therein. If the Owner fails to close said proposed sale transaction within said ninety (90) days, the Unit Ownership shall again become subject to the Board's right of first refusal as herein provided.

## ARTICLE VIII Transfer of a Unit

**14. Uses Incidental to Residential Use.** The Unit restrictions in paragraphs 1 and 12 of this Article shall not be construed to prohibit an Owner from: (a) maintaining a personal professional library therein; (b) keeping personal business or professional records or accounts therein; or (c) handling personal business or professional business calls or correspondence therefrom, or inviting personal business or professional clients therein, so long as the Unit is not advertised to the general public in any manner as a business establishment. Such uses are expressly declared customarily incident to the principal use for housing and not in violation of paragraphs 1 or 12 of this Article.

**13. Signs.** No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained on any part of the Property except at such location and in such form as shall be determined by the Board.

**12. Prohibition of Business Use.** No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit.







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(b) The members of the Board, in their discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired.

(a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in Exhibit "B" bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph 7 of Article VI hereof.

**8. Financing of Purchase Under Option.**

7. **Proof of Termination of Option.** A certificate executed and acknowledged by the acting Secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished by any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

6. **Release or Waiver of Option.** Upon the written consent of at least one-third (1/3) of the Board members, any of the options contained in this Article VIII may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear or the provisions of this Article.

to be exercised by the Board or it shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit Ownership or interest therein. If within said fifteen (15) days the voting members for at least one-fourth (1/4) of the number of Units shall file with the Board a written objection to any such action by the Board, then such option shall be deemed released and shall not be exercised by the Board. The Unit Ownership or interest therein which is subject to such option may thereupon be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.



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12. **Leasing Requirements.** The provisions of the Condominium Property Act, this Declaration, By-Laws, other Condominium Instruments 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 or renewed on or after the effective date of this Amended and Restated Declaration. With regard to any lease entered into subsequent to the effective date of this Amended and Restated Declaration, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first. The lease must be for a term of at least twelve(12) months. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by this Section or by the Declaration, By-Laws and rules

(g) Unless otherwise provided in this Declaration or the By-Laws, in the event of any transfer of a Unit, or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

(f) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Article VIII, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

(e) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article VIII, for the purpose of implementing and effectuating said provisions.

(d) The provisions of this Article VIII with respect to the Association's right of first option shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided therein, unless the provisions of this Article VIII are sooner rescinded or amended by the Unit Owners.

(c) All notices referred to or required under this Article VIII shall be given in the manner provided in this Declaration for the giving of notices.

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and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or By-Laws. If the Owner is permitted to lease, they must lease the entire unit.

**13. Resales.**

(a) In the event of any resale of a Unit by a Unit Owner, such Owner shall obtain from the Board of Managers and shall make available for inspection to the prospective purchaser, upon demand, the following:

(1) A copy of the Declaration, By-laws, other Condominium instruments and any rules and regulations.

(2) A statement of any liens, including a statement of the account of the Unit setting forth the amounts of unpaid assessments and other charges due and owing as authorized and limited by the provisions of Section 9 of the Condominium Property Act or the Condominium Instruments.

(3) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.

(4) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Managers.

(5) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

(6) A statement of the status of any pending suits or judgments in which the Association is a party.

(7) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

(8) A statement that any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owner are in good faith believed to be in compliance with the Condominium Instruments.

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1. **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds in payment thereof, provided, however, that in the event within thirty (30) days after the damage or destruction, the Owners elect either to sell the Property as hereinafter provided in Article X hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Condominium Property Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of ownership in the Common Elements as set forth in

**ARTICLE IX**  
**Damage or Destruction and Restoration of Building**

A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board of Managers to the Unit seller for providing such information.

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

(b) The President of the Board or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

(9) The identity and mailing address of the principal officer of the Unit Owner's Association or of the other officer or agent as is specifically designated to receive notices.



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2. **Involuntary Sale.** If any Owner (either by such Owner's own conduct or by the conduct of any other Occupant of such Owner's Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once after such notice, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control the defaulting Owner's Unit and thereupon an action in equity may be filed by the members of the Board against the Owner or Occupant for a decree of mandatory injunction against the Owner or Occupant, or, in the alternative, a decree may be procured declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by such Owner on account of the breach of covenant and

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal rate until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of such Owner's share of the Common Expenses and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Owner and upon all of the additions and improvements thereto and upon all of such defaulting Owner's personal property in the Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

(a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof. The Board and its agents shall not thereby be deemed guilty in any manner of trespass; or

1. **Abatement and Enjoyment.** The violation of any rule or regulation adopted by the Board, or the breach of any restriction, covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding paragraphs:

**ARTICLE XI**  
**Remedies**





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7. Invalidity of Any Covenant. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of

provisions of the Condominium Property Act. this Declaration may be changed, modified or rescinded so as to conflict with the Recorder of Deeds, Cook County, Illinois; provided, however, that no provision in rescission shall be effective upon recording of such instrument in the Office of the than ten (10) days prior to the date of such affidavit. The change, modification or mortgages having bona fide liens of record against any Unit Ownership no less of the change, modification or rescission has been mailed by certified mail to all Units, and containing an affidavit by an officer of the Board certifying that a copy by the Board, and the Owners having at least three-fourths (3/4) of the number of setting forth such change, modification or rescission, signed and acknowledged Declaration may be changed, modified or rescinded by an instrument in writing fideliens of record against any Unit Ownership. Other provisions of this acknowledged by the Board, all of the Owners and all mortgages having bona writing setting forth such change, modification or rescission, signed and this paragraph may be changed, modified or rescinded by an instrument in this Declaration, the provisions of Articles II, and VI, Section 5 of Article VIII and 6. Amendment by Owners. Except as provided in Articles II and III of

number of violations or breaches which may occur. or waived by reason of any failure to enforce the same, irrespective of the provisions contained in this Declaration shall be deemed to have been abrogated 5. Non-Waiver. No covenants, restrictions, conditions, obligations or

conveyance, lease or contract. Declaration were recited and stipulated at length in each and every deed of to the benefit of such Person in like manner as though the provisions of this Person having at any time any interest or estate in the Property, and shall inure be deemed and taken to be covenants running with the land, and shall bind any reserved, or declared, and all impositions and obligations hereby imposed shall and all rights, benefits and privileges of every character granted, created, and the jurisdiction, rights and powers created or reserved by this Declaration, subject to all restrictions, conditions, covenants, reservations, liens and charges, Condominium Deed, and each tenant under a lease for a Unit, accepts the same deed of conveyance, or each purchaser under Articles of Agreement for 4. Acceptance of Restrictions. Each grantee by the acceptance of a

personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of this Declaration.

**8. Perpetuities and Other Invalidity.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restriction restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death of the survivors of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

**9. 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.

**10. Title Holding Land Trust.** 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 claims shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Unit Ownership.

**11. Structures on Exterior.** Notwithstanding any right, power, or authority given to the Board or any Owner or anything else in this Declaration to the contrary, no structure shall be commenced, erected or maintained upon the parcel, and no antenna, awning or any other exterior addition to, or change or alteration therein be made, affixed to or placed upon the exterior of the Building or any other improvement or structure situated on the Parcel unless there has been approval or compliance as provided in the aforementioned Declaration for Village On The Lake Homeowners Declaration.

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Secretary  
Margaret Burt

1. MARJORIE BART, Secretary of Village On The Lake Condominium No. 4, hereby certifies that on the above date the Board of Managers of Village On The Lake Condominium No. 4, which Board Members are personally known to me, appeared before me and acknowledged that, as such Board Members, they signed this instrument as their free and voluntary act and is the free and voluntary act of said Board for the uses and purposes therein set forth.

Being the Members of the Board of Managers of Village On The Lake Condominium No. 4

Joseph A. Anthony  
James J. Anthony

Margaret Burt  
Barbara A. Burt  
Ann Rose, V.P.

EXECUTED AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

WE, THE UNDERSIGNED, are the members of Board of Managers of the Village On The Lake Condominium No. 4, a not for profit corporation established by the aforesaid Declaration of Condominium Ownership, and by our signatures below, we hereby execute and acknowledge the foregoing Amended and Restated Declaration of Condominium Ownership.

STATE OF ILLINOIS )  
( ss. )  
COUNTY OF COOK )

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Not a Public Record  
N:\sbelly\Documents\DECLARATION AMENDMENTS\Village on the Lake No. 4 Part B, A

OWNERSHIP %	UNIT ADDRESS	PIN
1.00	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1001
1.00	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1002
1.00	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1003
1.00	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1004
1.00	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1005
1.29	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1006
1.04	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1007
1.04	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1008
1.04	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1009
1.07	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1010
1.10	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1011
1.04	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1012
1.04	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1013
1.26	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1014
1.00	720 Wellington, Elk Grove Village, IL 60007	08-32-101-018-1015

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 112, 113, 114, 115, 116, 117, 118, 119, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518 and 519 as delineated on survey of Sublot A in Lot 4 in the Second Resubdivision of Part of Lot 1 in Village on the Lake Subdivision (Phase III) being a subdivision of part of the Southwest quarter of Section 29 and part of the Northwest quarter of Section 32, all in Township 41 North, Range 11 East of the Third Principal Meridian according to the Plat thereof recorded January 25, 1971 as Document No. 21380121 in Cook County, Illinois, which survey is attached as Exhibit A to Declaration of Condominium Ownership made by Chicago Title & Trust Company as Trustee under Trust No. 53436, recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 22165869.

## EXHIBIT A

described as follows:

All units in the Building located on the Parcel are delineated on the surveys attached to the original Declaration as Exhibit "A" and made a part of this Declaration, and are legally

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PIN	UNIT ADDRESS	OWNERSHIP %
08-32-101-018-1015	116 720 Wellington, Elk Grove Village, IL 60007	1.00
08-32-101-018-1016	117 720 Wellington, Elk Grove Village, IL 60007	1.00
08-32-101-018-1017	118 720 Wellington, Elk Grove Village, IL 60007	1.07
08-32-101-018-1018	119 720 Wellington, Elk Grove Village, IL 60007	1.07
08-32-101-018-1019	201 720 Wellington, Elk Grove Village, IL 60007	.77
08-32-101-018-1020	202 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1021	203 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1022	204 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1023	205 720 Wellington, Elk Grove Village, IL 60007	1.43
08-32-101-018-1024	206 720 Wellington, Elk Grove Village, IL 60007	1.05
08-32-101-018-1025	207 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1026	208 720 Wellington, Elk Grove Village, IL 60007	1.05
08-32-101-018-1027	209 720 Wellington, Elk Grove Village, IL 60007	1.19
08-32-101-018-1028	210 720 Wellington, Elk Grove Village, IL 60007	1.11
08-32-101-018-1029	211 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1030	212 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1031	213 720 Wellington, Elk Grove Village, IL 60007	.77
08-32-101-018-1032	214 720 Wellington, Elk Grove Village, IL 60007	1.39
08-32-101-018-1033	215 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1034	216 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1035	217 720 Wellington, Elk Grove Village, IL 60007	1.01
08-32-101-018-1036	218 720 Wellington, Elk Grove Village, IL 60007	1.19
08-32-101-018-1037	219 720 Wellington, Elk Grove Village, IL 60007	1.08
08-32-101-018-1038	301 720 Wellington, Elk Grove Village, IL 60007	.78
08-32-101-018-1039	302 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1040	303 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1041	304 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1042	305 720 Wellington, Elk Grove Village, IL 60007	1.44
08-32-101-018-1043	306 720 Wellington, Elk Grove Village, IL 60007	1.06
08-32-101-018-1044	307 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1045	308 720 Wellington, Elk Grove Village, IL 60007	1.06
08-32-101-018-1046	309 720 Wellington, Elk Grove Village, IL 60007	1.20
08-32-101-018-1047	310 720 Wellington, Elk Grove Village, IL 60007	1.12
08-32-101-018-1048	311 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1049	312 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1050	313 720 Wellington, Elk Grove Village, IL 60007	.78
08-32-101-018-1051	314 720 Wellington, Elk Grove Village, IL 60007	1.40
08-32-101-018-1052	315 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1053	316 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1054	317 720 Wellington, Elk Grove Village, IL 60007	1.02
08-32-101-018-1055	318 720 Wellington, Elk Grove Village, IL 60007	1.20
08-32-101-018-1056	319 720 Wellington, Elk Grove Village, IL 60007	1.09
08-32-101-018-1057	401 720 Wellington, Elk Grove Village, IL 60007	.79

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PIN	UNIT	ADDRESS	OWNERSHIP	%
08-32-101-018-1058	402	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1059	403	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1060	404	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1061	405	720 Wellington, Elk Grove Village, IL 60007		1.45
08-32-101-018-1062	406	720 Wellington, Elk Grove Village, IL 60007		1.07
08-32-101-018-1063	407	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1064	408	720 Wellington, Elk Grove Village, IL 60007		1.07
08-32-101-018-1065	409	720 Wellington, Elk Grove Village, IL 60007		1.21
08-32-101-018-1066	410	720 Wellington, Elk Grove Village, IL 60007		1.13
08-32-101-018-1067	411	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1068	412	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1069	413	720 Wellington, Elk Grove Village, IL 60007		.79
08-32-101-018-1070	414	720 Wellington, Elk Grove Village, IL 60007		1.41
08-32-101-018-1071	415	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1072	416	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1073	417	720 Wellington, Elk Grove Village, IL 60007		1.03
08-32-101-018-1074	418	720 Wellington, Elk Grove Village, IL 60007		1.21
08-32-101-018-1075	419	720 Wellington, Elk Grove Village, IL 60007		1.10
08-32-101-018-1076	501	720 Wellington, Elk Grove Village, IL 60007		.81
08-32-101-018-1077	502	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1078	503	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1079	504	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1080	505	720 Wellington, Elk Grove Village, IL 60007		1.46
08-32-101-018-1081	506	720 Wellington, Elk Grove Village, IL 60007		1.08
08-32-101-018-1082	507	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1083	508	720 Wellington, Elk Grove Village, IL 60007		1.08
08-32-101-018-1084	509	720 Wellington, Elk Grove Village, IL 60007		1.23
08-32-101-018-1085	510	720 Wellington, Elk Grove Village, IL 60007		1.15
08-32-101-018-1086	511	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1087	512	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1088	513	720 Wellington, Elk Grove Village, IL 60007		.81
08-32-101-018-1089	514	720 Wellington, Elk Grove Village, IL 60007		1.43
08-32-101-018-1090	515	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1091	516	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1092	517	720 Wellington, Elk Grove Village, IL 60007		1.05
08-32-101-018-1093	518	720 Wellington, Elk Grove Village, IL 60007		1.23
08-32-101-018-1094	519	720 Wellington, Elk Grove Village, IL 60007		1.12
Total:				100%