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**AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP**

**5455 EDGEWATER PLAZA
CHICAGO, ILLINOIS**



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Cook County Recorder of Deeds
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Property of Cook County Clerk's Office

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURNED TO:

PATRICIA A. O'CONNOR
LEVENFELD PEARLSTEIN
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CHICAGO, ILLINOIS 60602

RETURN TO BOX 242

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
5455 EDGEWATER PLAZA
CHICAGO, ILLINOIS

THIS AMENDED AND RESTATED DECLARATION is made and entered into this 31st day of August, 2007, by the Board of Directors of the 5455 Edgewater Plaza Condominium Association;

The Board administers the property of the 5455 Edgewater Plaza Condominium Association, Chicago, Illinois, pursuant to the Declaration of Condominium Ownership for the 5455 Edgewater Plaza Condominium Association (the "Declaration") which property is legally described as follows:

The South 24.2 feet of the North 875 feet (except the South 31 feet of the West 131.96 feet thereof) of the East fractional half of the North East quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian (all measured parallel with the West and North lines of said East fractional half of the North East quarter) lying West of the West boundary line of Lincoln Park as established by Decree entered July 6, 1908 in Case No. 285574 Circuit Court as shown on the Plat recorded July 9, 1908 as Document 4229498 (except therefrom the West 47 feet thereof heretofore condemned as part of Sheridan Road in Cook County, Illinois).

The Declaration of Condominium Ownership for the 5455 Edgewater Plaza Condominium Association was recorded with the Cook County Recorder of Deeds as Document No. 24870735, thus creating the 5455 Edgewater Plaza Condominium Association; and

The Board desires to amend and restate the Declaration in order to bring the Declaration into compliance with the requirements of the Illinois Condominium Property Act (the "Act");

Pursuant to Section 27(b)(1) of the Act, in order to conform the Declaration to the requirements of the Illinois Condominium Property Act, a vote of two-thirds (2/3) of the members of the Board is required; and

This Amended and Restated Declaration has been approved and executed by the affirmative vote of at least two-thirds (2/3) of the members of the Board of Directors of the 5455 Edgewater Plaza Condominium Association.

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

1. *Definitions.* As used herein, unless the context otherwise requires:
 - (a) "Act" means the "Condominium Property Act" of the State of Illinois.
 - (b) "Association" means the 5455 Edgewater Plaza Condominium Association, an Illinois not-for-profit corporation.
 - (c) "Board" means the Board of Directors of the 5455 Edgewater Plaza Condominium Association.

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- (d) "Building" means all structures located on the Parcel and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Plat.
- (e) "Common Elements" means all of the Property, except the Units, including the Limited Common Elements, unless otherwise specified. Common Elements include specifically, but not by way of limitation, the land, foundations, structural parts of the Building (including structural columns within the boundaries of a Unit), outside walks and driveways, landscaping, walls, lobby, hallways, entrances and exits, storage areas, elevators, stairways, laundry room, receiving room, game and party rooms, swimming pool, cabanas, sundeck located on the roof of the apartment tower, basement, boiler room and boilers, incinerators, roof, master television antenna system (whether owned or leased), public utility lines, central heating and cooling systems, parking garage, office of the building manager located on lobby level, apartment to be occupied by the head janitor, pipes, wires, conduits, ducts, flues and shafts (except any thereof located within a Unit and serving only such Unit).
- (f) "Common Expenses" means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board which include the expenses of the administration and operation of the Common Elements, and any other expenses incurred in conformance with the Condominium Instruments, including specifically, but not by way of limitation, the maintenance and repair thereof and any and all replacements and additions thereto.
- (g) "Condominium Instruments" means all the documents and authorized amendments thereto Recorded pursuant to the provisions of the Act including the Declaration, By-Laws of the Association and Plat.
- (h) "Declaration" means the instrument, by which the Property was submitted to the provisions of the Act, as hereinafter provided, and such Declaration as amended from time to time.
- (i) "Limited Common Elements" means a portion of the Common Elements reserved by the Condominium Instruments for the use of a certain Unit or Units to the exclusion of other Units. Limited Common Elements include specifically, but not by way of limitation, such portions of the perimeter walls, floors and ceilings, doors, screens, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside, but continuous to, the Unit boundaries.
- (j) "Majority" or "Majority of the Unit Owners" means the Unit Owners, without regard their number, owning more than fifty per cent (50%) of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means that percentage of the undivided ownership of the Common Elements.
- (k) "Meeting of the Board of Directors" means any gathering of a quorum of the Members of the Board of Directors held for the purpose of conducting Board business.
- (l) "Occupant" means a person or persons, other than a Unit Owner, in possession of a Unit.
- (m) "Parcel" means the parcel or tract of real estate, described above in this Declaration, which has been submitted to the provisions of the Act.

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(n) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(o) "Plat" means the plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, said Plat being attached as Exhibit A to the original Declaration recorded with the Office of the Recorder of Deeds as Document No. 24870735 and by this reference is made a part hereof.

(p) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(q) "Record, Recorded or Recording" refers to the record or placing of record in the Office of the Recorder of Deeds in Cook County, Illinois.

(r) "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board of Directors for purposes specified by the Board of Directors or the Condominium Instruments.

(s) "Unit" means a part of the Property, designed and intended for any type of independent use, so specified as a Unit and listed on Exhibit B attached hereto, and as set forth on the Plat. Each Unit shall consist of the space enclosed and bounded by any horizontal and vertical planes shown on said Plat, together with any appliances and plumbing and electrical fixtures; provided, however, that no structural components of the Building located within such Unit, and no pipes, wires, conduits, duets, flues, shafts, or public utility lines, situated within such Unit and forming part of any system serving one or more other Units or the Common Elements, shall be deemed to be a part of such Unit.

(t) "Unit Owner" means the Person or Persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and the undivided interest in the Common Elements appurtenant thereto.

2. *Submission of Property to the Act.* By recording the Declaration, the Parcel and Property were submitted to the provisions of the Act.

3. *Plat.* The Plat sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor, thereof; and (3) each Unit of the Building and its horizontal and vertical dimensions.

4. *Units.* The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the Unit's corresponding percentage of ownership in the Common Elements, as set forth in Exhibit B hereto, even though the same is not expressly mentioned or described therein. Except as provided by the Act or Condominium Instruments, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner

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cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. (a) *Association of Unit Owners and Administration and Operation of the Property.* The Association has been incorporated as an Illinois not-for-profit corporation called the "5455 Edgewater Plaza Condominium Association", which Association is the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act and Condominium Instruments. The Board shall constitute the Board of Managers provided for in the Act. The By-Laws of the Association shall be the By-Laws attached hereto as Exhibit D, and made a part hereof. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it in trust for the use and benefit of Unit Owners in accordance with the provisions of the Condominium Instruments. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. The Association shall be given written notice of the change of ownership of a Unit within ten (10) days after such change. Upon the transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. Except as provided in Section 6 of Article I of the By-Laws, the aggregate number of votes for all members of the Association shall be One Hundred (100) and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements, as set forth in Exhibit B hereto.

(b) *Board of Directors.* The Board of Directors of the Association shall consist of five (5) members (herein sometimes referred to as "directors"). Directors shall be elected to succeed those whose terms then expire and each successor shall serve for a term of two (2) years. Board members may be elected to succeed themselves.

Three (3) directors shall constitute a quorum. Except for members of the First Board, each director shall be a Unit Owner (or, if a Unit Owner is a corporation, partnership, or trust, a director may be an officer, employee, partner or beneficiary of such Unit Owner). If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant. Any vacancy occurring in the Board may be filled by two-thirds (2/3) vote of the remaining members thereof, and any director so elected to fill a vacancy shall hold office until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting, and that the members shall thereafter vote to fill the vacancy for the unexpired portion of the term.

(c) *Non-Liability of Directors and Others.* Neither the Association nor any agent, sub-agent, director, officer or partner of any thereof, shall be personally liable to the Unit Owners or others for any mistake of judgment or for any acts or omissions made in good faith. The Unit Owners shall indemnify and hold harmless each thereof (and their respective successors) in accordance with the provisions of Article VIII of the By-Laws. It is also intended that the liability of any Unit Owner arising out of any contract made by any such indemnified party, or arising out of the aforesaid indemnity in his favor, shall be limited to such proportion of the total liability thereunder as said Unit Owner's percentage of interest in the Common Elements bears to the

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total percentage of interest of all the Unit Owners in the Common Elements. Every agreement made by any of such indemnified parties on behalf of the Unit Owners shall provide that such indemnified party is acting only as agent for the Unit Owners, and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage of interest of all Unit Owners in the Common Elements.

(d) *Management of Property.* The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, and the cost of such services, together with the salaries of any manager, assistant manager and administrative assistant (and customary fringe benefits relating thereto), shall be a Common Expense.

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

7. *Ownership of the Common Elements.* Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit B and by this reference made a part hereof, as though fully set forth herein. The percentages of ownership interest set forth in Exhibit B have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by Recorded amendment to this Declaration Instruments. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. Except as otherwise provided in the Act, the ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument of conveyance or encumbrance may refer only to the fee title to that Unit.

8. *Use of the Common Elements.* Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property occupied pursuant to leases made by or assigned to the Association), in common with all other Unit Owners as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of his Unit. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his agents, servants, tenants, family members, invitees and licensees. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving, or otherwise assigned to his Unit by the Condominium Instruments provided that, the use of same may be transferred between Unit Owners in the manner provided in the Act. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Condominium Instruments, and rules and regulations of the Association. The Association shall have the authority to impose reasonable charges for the use of, and to lease or grant concessions or easements with respect to, parts of the Common Elements, subject to the provisions of the Condominium Instruments, including specifically, but not by way of limitation, the parking garage, laundry room, swimming pool and adjacent sundeck, cabanas,

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sundeck located on the roof of the apartment tower, receiving room and game and party rooms. All income derived by the Association from leases, concessions or other sources, shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

9. *Storage Areas.* The storage areas in the Building outside of the respective Units, shall be part of the Common Elements and the Board may grant revocable licenses for storage purposes, under which the licensee shall have exclusive possession of the area within his assigned locker during the term of such license. The exclusive use and possession of storage lockers shall be allocated among the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. Neither the Association or the Board is a bailee of any personal property stored in such lockers, and neither the Association or the Board shall be responsible for any loss or casualty to such personal property whether or not due to their negligence. Storage lockers shall be assigned and reassigned only by the Board.

10. *Garage.* The Board shall have full authority to operate, manage and use the parking garage for and on behalf of all Unit Owners. The charge to each Unit Owner for such use or month-to-month parking privileges shall be generally competitive with other similar garages in the same area as the Property, and shall be at such rates and subject to such other rules and regulations as may be imposed by the Board. The Board may engage the services of a manager to manage and operate the parking garage, or the Board may lease the garage to a garage operator provided said lease provides for use by Unit Owners as provided herein. In the event more Unit Owners desire monthly parking privileges than there are spaces available, said privileges shall be allocated one per Unit on a "first-come, first-serve" basis and if after such allocation, spaces are still available, then in such manner and according to such priority as the Board may determine. Unit Owners shall not acquire any easement rights to use a particular parking space; and spaces or privileges may be assigned, reassigned or revoked by the Board in accordance with the provisions of the Condominium Instruments and any rules and regulations established by the Board thereunder.

11. *Common Expenses.* Each Unit Owner shall pay his proportionate share of the Common Expenses. Unless otherwise provided in the Condominium Instruments, such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment of Common Expenses shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest at the maximum rate permitted by the laws of the State of Illinois, shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act and in Paragraph 21 hereof; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, owned or held by a bank, insurance company, savings and loan association, or other lender or institutional investor, except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), files suit to foreclose its mortgage, or causes a receiver to be appointed. The foregoing provision shall not be amended or rescinded without the prior written consent of all holders of first mortgages of records.

12. *Mortgages.* Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or

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cause to be made or created, any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements corresponding thereto.

13. *Separate Real Estate Taxes.* Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership in the Common Elements, and, in said event, such taxes shall be a Common Expense. The Board shall have authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective Unit Owners of their proportionate share hereof.

14. *Insurance.* The Board shall have the authority to and shall obtain fire and extended coverage insurance for the Property, including the Common Elements, Limited Common Elements and Units against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements, Limited Common Elements and the Units, less deductibles, but including coverage for the increased costs of construction due to building code requirements. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Units, Limited Common Elements or any part thereof to substantially the same condition in which they existed prior to damage or destruction. The full insurable replacement cost of the Property, including the Units and Common Elements, shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board. For this purpose, the Board shall have authority to obtain an appraisal by a reputable appraisal company selected by the Board. The cost of such appraisal shall be a Common Expense. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board or the Association, as the case may be, for themselves and as the trustee for each of the Unit Owners and for the holders of mortgages on his Unit, if any. The policy of insurance shall contain a standard mortgage clause (without contribution) in the form then customarily used in the metropolitan Chicago area. The policy of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners and all other parties required to be insured under the Act, and shall cover claims of one or more insured parties against other insured parties. Premiums for such insurance shall be a Common Expense. The Board shall notify the servicer of any mortgage on a Unit owned by the Federal National Mortgage Association of any damage to such Unit in excess of one thousand (\$1,000) dollars and of any damage to the Common Elements in excess of ten thousand (\$10,000) dollars.

In the event the Property, or any part thereof, shall suffer damage or destruction from any cause and the proceeds of any policy insuring against such loss or damage, and payable by reason thereof, shall be insufficient to pay the cost of repair, restoration or reconstruction, or the Property is not insured against the peril causing the loss or damage, or in the event the Property or any part thereof shall be taken by eminent domain or any proceeding in the nature of eminent domain, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction, repair or restoration with one hundred and eighty (180) days after said damage, destruction or taking, then the provisions of the Act in such event shall apply. Notwithstanding the foregoing, if such damage, destruction or taking tenders inhabitable fewer than one-half (1/2) of the Units, then, upon the affirmative vote of not fewer than three-fourths (3/4) of the Unit Owners voting at a meeting called for that purpose, the Board shall cause the Property or any affected part thereof to be repaired and reconstructed. Such meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any; otherwise,

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such meeting shall be held within ninety (90) days of the damage, destruction or taking. At such meeting, the Board, or its representative, shall present an estimate of the cost of repair or reconstruction and the estimated amount of necessary separate assessments to be levied against each Unit Owner. All holders of first mortgages of record shall be notified by the Board of any eminent domain proceeding.

The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it shall deem desirable (but in no event for less than one million dollars (\$1,000,000) with respect to liability for personal injury or property damage arising out of a single incident), which insurance shall cover claims of one or more insured party(s) against other insured party(s) and shall include a waiver of subrogation rights by the insurer against any of the named insured. Workmen's compensation insurance and officer and director liability insurance shall be obtained by the Board, together with other liability insurance as it may deem desirable. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as Directors and officers, but this coverage shall exclude actions for which the Directors are not entitled to indemnification under the General Not-For-Profit Corporation Act of 1986 or as otherwise contained herein. Each policy of insurance shall insure each Unit Owner, mortgagee of record, if any, the Association, its officers, directors, Board and employees and the Managing Agent, if any, from liability in connection with the Common Elements. Premiums for such insurance shall be a Common Expense. The Board shall retain in safe-keeping any such public liability policy for twenty-two (22) years after the expiration date of the policy.

The Board shall also have the authority to and shall obtain in the name of the Association a fidelity bond in the maximum amount of coverage available to protect Association fund, including Reserves, indemnifying the Association, the Board and the Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or the Managing Agent, or of any other person handling the funds of the Association, the Board or the Unit Owners. The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premium or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record.

The Board shall notify all named insureds in the event of the cancellation of any insurance obtained pursuant to the Act.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for all of the Unit Owners as part of the Common Expenses, as above provided, said Unit Owner may, at his option and expense, obtain such additional insurance.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto. If a Unit

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Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty.

Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and Managing Agent of the Property, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Unit Owners and their respective first mortgagees, as their interests may appear, and no Unit Owner or other party shall be entitled to priority over any institutional holder of any first mortgage of a Unit with respect to any such distribution to or with respect to such Unit; provided, that, nothing in this Section shall be construed to deny to the Board or Association the right to apply any such proceeds to repair or replace damaged portions of the Property or to restore what remains of the Property after condemnation or taking by eminent domain of a part of the Property.

15. *Maintenance, Repairs and Replacements.* Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association, and the cost of such maintenance, repairs and replacements performed by the Board shall be part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association; provided that, at the discretion of the Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board, the Board may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such maintenance, repairs and replacements, to pay the cost thereof with the funds of the Unit Owners, and to procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements, Limited Common Elements, or to a Unit or Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance.

The authorized representatives of the Board or of the Managing Agent shall be entitled to reasonable access to the individual Units and the Limited Common Elements as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements, the Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, the Common Elements and the Limited Common Elements.

16. *Alterations, Additions, or Improvements.* Except as hereinafter provided, no alteration of any Common Element, or any additions or improvements thereto, shall be made by any Unit

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Owner without the prior written approval of the Board. The Board may authorize and charge as a Common Expense, alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

In addition, if any Unit Owner or Owners shall desire to subdivide or combine his Unit or Units, and to locate or relocate Common Elements affected or required thereby, all at his or their own expense, he or they shall make written application to the Board, requesting an amendment to the Declaration, and setting forth in such application a proposed reallocation to the new Unit or Units of the percentage interest in the Common Elements previously allocated thereto, and further setting forth whether the Limited Common Elements, if any, previously assigned to the Unit or Units in question shall be assigned to each new Unit or to fewer than all of the new Units so created. If the proposed subdivision or combination is approved by a majority of the Board, it shall become effective upon the (a) execution of an amendment to the Condominium Instruments by the Unit Owners involved, and (b) Recording thereof in accordance with the provisions of the Act.

17. *Decorating.* Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit as may be required from time to time, including painting, wallpapering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lighting and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition and at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. All disputes between Unit Owners with regard to adjoining Limited Common Elements are to be submitted to the Board, which shall render a final, binding decision. Decorating of the Common Elements (other than interior surfaces within the Units as above provided) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

18. *Encroachments.* If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any portion of the Common Elements or any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, a valid mutual easement shall exist in favor of the Owners of the Common Elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.

19. *Leases of Units.* If a Unit Owner leases a Unit, a copy of such lease or if the lease is oral, a memorandum of the lease shall be furnished to the Board within ten (10) days after execution thereof. The lessee under each such lease shall be bound by and shall be subject to all of the non-monetary obligations of the Unit Owner-lessor under the Condominium Instruments and each such lease shall expressly so provide. The provisions of the Act, this Declaration, the By-Laws, and 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. In addition to any

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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 the 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 herein. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any covenants, rules, regulations or By-Laws. The Unit Owner- lessor shall not be relieved thereby from any of said obligations. No Unit Owner may lease his Unit for hotel or transient purposes. No Unit Owner may lease less than all of his Unit.

20. *Use and Occupancy Restrictions.* Subject to applicable provisions of the Condominium Instruments, no Unit may be used for purposes other than housing and the related common purposes for which the Property was designed. The following limitations upon the maximum number of Persons permitted to reside in a single Unit shall be observed at all times: all Units ending with the numerical designation of "05", "07" and "09", and specifically Units 3003 and 3004 -- two (2) Persons; all Units ending with the numerical designation of "03" (except Unit 3003), "04" (except Unit 3004), "06", "08", "10", "11", "12" and "15" -- three (3) Persons; all Units ending with the numerical designation of "01" (except Unit 3001), and "02" (except Unit 3002) --four (4) Persons; and Units 3001 and 3002 five (5) Persons.

Each Unit, or any two or more adjoining Units used together, shall be used as a residence or for such other uses permitted by this Declaration and for no other purpose, except that physicians, psychiatrists, attorneys, accountants, interior decorators or art dealers who occupy their Units as their principal residence may use a part thereof as an office. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units, provided that all expenses of making such alterations are paid in full by the Unit Owner. None of the foregoing restrictions shall preclude a Unit Owner, with respect to his Unit, from (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

The Common Elements shall be used only for access, ingress, and egress to and from the respective Units by the Unit Owners and their agents, servants, tenants, family members, invitees and licensees, and for such other purposes incidental to the use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any agreement presently in existence or entered into by the Board at some future time, to lease any part of said Common Elements.

21. *Remedies.* In the event of any default by any Unit Owner (or Occupant of his Unit) under the provisions of the Act, Condominium Instruments or rules and regulations of the Board or Association, the Association, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Condominium Instruments, Forcible Entry and Detainer Act, or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement or foreclosure of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, without notice and without regard to the value of such Unit or ownership interest, of the solvency of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for the right to take possession of the Unit, to sell the Unit, or

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in the alternative, to rent the Unit and apply the rents received to payment of unpaid assessments and interest accrued thereon, or for any combination of remedies, or for any other relief.

The proceeds of any judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in a final judgment. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to the related ownership interest in the Common Elements and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the judgment shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration. All expenses of the Association in connection with any actions or proceedings described herein, including court costs and attorneys' fees and all other expenses of the proceeding and sale, and all damages, liquidated or otherwise, together with interest thereon until paid at the maximum rate permitted by the laws of the State of Illinois, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses. Subject to the subordination provisions of Paragraph 11 hereof, the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property located in his Unit or elsewhere on the Property. In the event of any such default by any Unit Owner (or Occupant of his Unit), the Association, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Subject to the subordination provisions of Paragraph 11 hereof, such assessment shall constitute a lien upon the interest of such defaulting Unit Owner in the Property, his additions and improvements thereto, and upon all of his personal property located in his Unit or elsewhere on the Property. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. This grammatical paragraph shall not be amended or rescinded without the prior written consent of all holders of first mortgages of record.

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the provisions of the Act or Condominium Instruments, or any regulations promulgated by the Board, and such violation shall continue for ten (10) days after written notice to the Unit Owner from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to file an action against the defaulting Unit Owner for a judgment or injunction against the Unit Owner or Occupant requiring the defaulting Unit Owner or Occupant to comply with the provisions of the Condominium Instruments and granting other appropriate relief, including money damages.

In addition to the remedies contained herein, the Board of Directors shall have the authority to impose charges for late payments 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, levy reasonable fines for violations of the Declaration, By-Laws, and rules and regulations.

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22. *Amendment.* The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, approved by Unit Owners owning not less than two-thirds (2/3) of the total ownership of Common Elements, provided, however, that all holders of first mortgages of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument.

Notwithstanding the provisions of the foregoing paragraphs, (a) if the Act or the Condominium Instruments require the consent or agreement of all Unit Owners or all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be approved by all the Unit Owners, or all lien holders, or both as required by the Act or this Declaration, and (b) the provisions of this Paragraph 22 may be amended only with the written consent of all Unit Owners and all first mortgagees.

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

23. *Notices.* Notices provided for in the Act or Condominium Instruments shall be in writing, and shall be addressed to the Secretary of the Association or any Unit Owner, as the case may be, at 5455 Edgewater Plaza, Chicago, Illinois or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment or the receipt thereof.

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

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

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

26. *Rights and Obligations.* Each grantee of an Ownership interest, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, and any other transferee, accepts the same subject to all restrictions, conditions, covenants,

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reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and, shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

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

28. *Consents of, and Notices to, Holders of First Mortgages.* Notwithstanding any provision of the Condominium Instruments to the contrary:

A. Each Unit Owner shall advise the Association in writing of the name and address of any holder of a recorded first mortgage encumbering his Unit.

B. The prior written approval of all holders of recorded first mortgages so disclosed must be obtained for the actions described below:

(1) abandonment of the condominium status of the Property, except for abandonment provided by the Act in respect of substantial loss to or condemnation of the Units and Common Elements;

(2) the partition or subdivision of any Unit or of the Common Elements;

(3) any change in a Unit Owner's percentage of the undivided ownership in the Common Elements;

(4) termination of professional management of the property in favor of self-management.

(5) any material amendment to this Declaration or the By-Laws attached hereto as Exhibit D.

C. The Association shall give each holder of a recorded first mortgage so disclosed prompt notice of any default with respect to the Unit Owner-mortgagor's obligations under the Condominium Instruments not cured within thirty (30) days of the date of default.

D. Each holder of a recorded first mortgage so disclosed shall have the same right as a Unit Owner to examine the books and records of the Association, to require the submission

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of annual reports and other financial data, and to receive notice of and to attend meetings of the Association.

IN WITNESS WHEREOF, the Board of Directors of the 5455 Edgewater Plaza has duly executed this Amended and Restated Declaration on this 21st day of August, 2004.

5455 EDGEWATER PLAZA
CONDOMINIUM ASSOCIATION

Todd A. Baisoch

Carl Fauler

Steven Karl

Robert W. Ryan

Maria Manoles

Property of Cook County Clerk's Office

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EXHIBIT B

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS
5455 EDGEWATER PLAZA, CHICAGO, ILLINOIS

<u>Unit No.</u>	<u>Percentage of Interest</u>	<u>Unit No.</u>	<u>Percentage of Interest</u>	<u>Unit No.</u>	<u>Percentage of Interest</u>
303	.1880	710	.1834	1202	.3255
305	.1128	711	.1926	1203	.2063
307	.1128	712	.2164	1204	.2155
308	.1788	715	.2347	1205	.1229
309	.1128	801	.3095	1206	.2063
310	.1696	802	.3186	1207	.1229
311	.1788	803	.2017	1208	.1971
312	.2013	804	.2109	1209	.1229
315	.2196	805	.1201	1210	.1880
401	.2957	806	.2017	1211	.1971
402	.3049	807	.1201	1212	.2214
403	.1926	808	.1926	1215	.2398
404	.2017	809	.1201	1401	.3164
405	.1146	810	.1834	1402	.3255
406	.1926	811	.1926	1403	.2063
407	.1146	812	.2164	1404	.2155
408	.1834	815	.2347	1405	.1229
409	.1146	901	.3095	1406	.2063
410	.1742	902	.3186	1407	.1229
411	.1834	903	.2017	1408	.1971
412	.2063	904	.2109	1409	.1229
415	.2247	905	.1201	1410	.1880
501	.3026	906	.2017	1411	.1971
502	.3118	907	.1201	1412	.2214
503	.1971	908	.1926	1415	.2398
504	.2063	909	.1201	1501	.3164
505	.1174	910	.1834	1502	.3255
506	.1971	911	.1926	1503	.2063
507	.1174	912	.2164	1504	.2155
508	.1880	915	.2347	1505	.1229
509	.1174	1001	.3095	1506	.2063
510	.1788	1002	.3186	1507	.1229
511	.1880	1003	.2017	1508	.1971
512	.2114	1004	.2109	1509	.1229
515	.2297	1005	.1201	1510	.1880
601	.3026	1006	.2017	1511	.1971
602	.3118	1007	.1201	1512	.2214
603	.1971	1008	.1926	1515	.2398
604	.2063	1009	.1201	1601	.3232
605	.1174	1010	.1834	1602	.3324
606	.1971	1011	.1926	1603	.2109
607	.1174	1012	.2164	1604	.2201
608	.1880	1015	.2347	1605	.1256
609	.1174	1101	.3164	1606	.2109
610	.1788	1102	.3255	1607	.1256
611	.1880	1103	.2063	1608	.2017
612	.2114	1104	.2155	1609	.1256
615	.2297	1105	.1229	1610	.1926
701	.3095	1106	.2063	1611	.2017
702	.3186	1107	.1229	1612	.2265
703	.2017	1108	.1971	1615	.2448
704	.2109	1109	.1229	1701	.3232
705	.1201	1110	.1880	1702	.3324
706	.2017	1111	.1971	1703	.2109
707	.1201	1112	.2214	1704	.2201
708	.1926	1115	.2398	1705	.1256
709	.1201	1201	.3164	1706	.2109

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<u>Unit No.</u>	<u>Percentage of Interest</u>	<u>Unit No.</u>	<u>Percentage of Interest</u>	<u>Unit No.</u>	<u>Percentage of Interest</u>
1707	.1256	2205	.1284	2703	.2201
1708	.2017	2206	.2155	2704	.2292
1709	.1256	2207	.1284	2705	.1311
1710	.1926	2208	.2063	2706	.2201
1711	.2017	2209	.1284	2707	.1311
1712	.2265	2210	.1971	2708	.2109
1715	.2448	2211	.2063	2709	.1311
1801	.3232	2212	.2315	2710	.2017
1802	.3324	2215	.2499	2711	.2109
1803	.2109	2301	.3301	2712	.2366
1804	.2201	2302	.3393	2715	.2549
1805	.1256	2303	.2155	2801	.3439
1806	.2109	2304	.2247	2802	.3530
1807	.1256	2305	.1284	2803	.2247
1808	.2017	2306	.2155	2804	.2338
1809	.1256	2307	.1284	2805	.1339
1810	.1926	2308	.2063	2806	.2247
1811	.2017	2309	.1284	2807	.1339
1812	.2265	2310	.1971	2808	.2155
1815	.2448	2311	.2063	2809	.1339
1901	.3232	2312	.2315	2810	.2063
1902	.3324	2315	.2499	2811	.2155
1903	.2109	2401	.3370	2812	.2416
1904	.2201	2402	.3462	2815	.2600
1905	.1256	2403	.2201	2901	.3439
1906	.2109	2404	.2292	2902	.3530
1907	.1256	2405	.1311	2903	.2247
1908	.2017	2406	.2201	2904	.2338
1909	.1256	2407	.1311	2905	.1339
1910	.1926	2408	.2109	2906	.2247
1911	.2017	2409	.1311	2907	.1339
1912	.2265	2410	.2017	2908	.2155
1915	.2448	2411	.2109	2909	.1339
2001	.3301	2412	.2566	2910	.2063
2002	.3393	2415	.2549	2911	.2155
2003	.2155	2501	.3370	2912	.2416
2004	.2247	2502	.3462	2915	.2600
2005	.1284	2503	.2201	3001	.4305
2006	.2155	2504	.2292	3002	.4352
2007	.1284	2505	.1311	3003	.1513
2008	.2063	2506	.2201	3004	.1559
2009	.1284	2507	.1311	3005	.1366
2010	.1971	2508	.2109	3006	.2247
2011	.2063	2509	.1311	3007	.1366
2012	.2315	2510	.2017	3008	.2155
2015	.2499	2511	.2109	3009	.1366
2101	.3301	2512	.2366	3010	.2063
2102	.3393	2515	.2549	3011	.2201
2103	.2155	2601	.3370	3012	.2416
2104	.2247	2602	.3462	3015	.2650
2105	.1284	2603	.2201	3101	.3507
2106	.2155	2604	.2292	3102	.3530
2107	.1284	2605	.1311	3103	.2292
2108	.2063	2606	.2201	3104	.2338
2109	.1284	2607	.1311	3105	.1366
2110	.1971	2608	.2109	3106	.2247
2111	.2063	2609	.1311	3107	.1366
2112	.2315	2610	.2017	3108	.2155
2115	.2499	2611	.2109	3109	.1366
2201	.3301	2612	.2366	3110	.2063
2202	.3393	2615	.2549	3111	.2201
2203	.2155	2701	.3370	3112	.2416
2204	.2247	2702	.3462	3115	.2650

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<u>Unit No.</u>	<u>Percentage of Interest</u>	<u>Unit No.</u>	<u>Percentage of Interest</u>	<u>Unit No.</u>	<u>Percentage of Interest</u>
3201	.3577	3410	.2109	3706	.2338
3202	.3600	3411	.2247	3707	.1421
3203	.2338	3412	.2467	3708	.2247
3204	.2384	3415	.2700	3709	.1421
3205	.1394	3501	.3577	3710	.2155
3206	.2292	3502	.3600	3711	.2292
3207	.1394	3503	.2338	3712	.2517
3208	.2201	3504	.2384	3715	.2751
3209	.1394	3505	.1394	3801	.3646
3210	.2109	3506	.2292	3802	.3669
3211	.2247	3507	.1394	3803	.2384
3212	.2467	3508	.2201	3804	.2430
3215	.2700	3509	.1394	3805	.1421
3301	.3577	3510	.2109	3806	.2338
3302	.3600	3511	.2247	3807	.1421
3303	.2338	3512	.2467	3808	.2247
3304	.2384	3515	.2700	3809	.1421
3305	.1394	3601	.3646	3810	.2155
3306	.2292	3602	.3669	3811	.2292
3307	.1394	3603	.2384	3812	.2517
3308	.2201	3604	.2430	3815	.2751
3309	.1394	3605	.1421	3901	.3646
3310	.2109	3606	.2338	3902	.3669
3311	.2247	3607	.1421	3903	.2384
3312	.2467	3608	.2247	3904	.2430
3315	.2700	3609	.1421	3905	.1421
3401	.3577	3610	.2155	3906	.2338
3402	.3600	3611	.2292	3907	.1421
3403	.2338	3612	.2517	3908	.2247
3404	.2384	3615	.2751	3909	.1421
3405	.1394	3701	.3646	3910	.2155
3406	.2292	3702	.3669	3911	.2292
3407	.1394	3703	.2384	3912	.2517
3408	.2201	3704	.2430	3915	.2751
3409	.1394	3705	.1421	Total	1.0000

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EXHIBIT D

BY-LAWS

OF 5455 EDGEWATER PLAZA CONDOMINIUM ASSOCIATION

ARTICLE I

MEMBERS (Unit Owners)

SECTION 1. *Eligibility* 5455 EDGEWATER PLAZA CONDOMINIUM ASSOCIATION, an Illinois not-for-profit organization, shall have one class of membership which shall consist of all of the respective Unit Owners of the property known as and located at 5455 Edgewater Plaza, Chicago, Illinois (called "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners (these and other terms are used in these By-Laws as they are defined in the Declaration of Condominium Ownership, which Declaration is Recorded in the Office of the Recorder of Deeds of Cook County, Illinois. The words "member" or "members" as used in these By-Laws mean and shall refer to "Unit Owner" or "Unit Owners" as the case may be, as defined in the Declaration).

SECTION 2. *Succession*. The membership of each Unit Owner shall terminate when he/she ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his/her ownership interest in the Property, his/her membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. The Association shall be given written notice of the change of ownership of a Unit within ten (10) days after such change.

SECTION 3. *Annual Meetings*. The Unit Owners shall hold an annual meeting, one of the purposes of which shall be to elect members to the Board. All such meetings of Unit Owners shall be held at such place in Cook County, Illinois, and at such time as specified in the written notice of such meeting. Unless specified otherwise herein, twenty percent (20%) of the ownership interest (represented either in person or by proxy) shall constitute a quorum at any meeting of the Ownership.

SECTION 4. *Special Meetings*. Special meetings of the Unit Owners can be called by the President or by a majority of the directors of the Board, and shall be called by the Board upon the written request of Unit Owners having at least twenty percent (20%) of the votes entitled to be cast at such meeting. All matters subject to the approval of Unit Owners, as set forth in the Act or Condominium Instruments, shall be submitted to the Unit Owners for their approval at special meetings which shall be called for such purpose as hereinabove indicated.

SECTION 5. *Delivery of Notice of Meetings*. Notices of meetings shall be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board. All such notices shall be delivered to all Unit Owners not less than ten (10) days and no more than thirty (30) days prior to the date of said meeting and shall state the date, time, place and purpose of such meeting.

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SECTION 6. *Voting.* Except as provided in Article II, Section 1 of these By-Laws, the aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit B to the Declaration. Notwithstanding the foregoing, if Exhibit B to the Declaration should hereafter be amended, as provided in the Act or Condominium Instruments, and as a result thereof, 30% or fewer of the Units, by number, shall then possess over 50%, in the aggregate, of the votes for all Unit Owners, then any percentage vote of members specified in the Act or Condominium Instruments shall thereafter acquire the specified percentage by number of Units rather than by percentage of ownership interest in the Common Elements that would otherwise be applicable.

If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the person constituting such Unit Owner. No Unit Owner shall have the right to cumulate his vote in any election of directors.

The affirmative vote of not less than two-thirds (2/3) of the total ownership of the Common Elements is required in order to approve any of the following proposed action: (1) merger or consolidation of the Association; (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all, of the property and assets of the Association; and (3) the purchase or sale of land or Units on behalf of all Unit Owners.

SECTION 7. *Quorum.* A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding twenty percent (20%) of the votes entitled to be cast at such meeting.

ARTICLE II

BOARD OF DIRECTORS

SECTION 1. *Number, Election and Term of Office.* The Board of Directors of the Association (referred to in the Condominium Property Act of the State of Illinois (called "Act") as the "board of managers" and sometimes referred to herein as the "Board") shall consist of five (5) members (hereinafter referred to as "directors"). Directors shall be elected to succeed those whose terms expire and each successor shall serve for a term of two (2) years. In all elections for directors, each Unit Owner shall be entitled to the number of votes equal to the number of directors to be elected multiplied by such Unit Owner's percentage of ownership interest in the Common Elements (but cumulative voting shall not be permitted). Those candidates for election as director who receive the greatest number of votes cast at the meeting shall be elected and where directors are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Board members may be elected to succeed themselves.

SECTION 2. *Qualification.* Each director shall be a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, employee, partner or beneficiary of such Unit Owner). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

SECTION 3. *Vacancies.* Any vacancy occurring in the Board may be filled by two-thirds (2/3) vote of the remaining members thereof, and any director so elected to fill a vacancy

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shall hold office until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

SECTION 4. Meetings. The Board shall meet at least four (4) times annually, one of the meetings to be held within ten (10) days following the regular annual meeting of Unit Owners. Unless a written waiver of such notice is signed by the person or persons entitled to such notice, written notices stating the date, time and place of regular meetings shall be delivered, either personally or by mail or telegram, to each Board member at the address given to the Board by said member for such purpose not less than forty-eight (48) hours prior to the date of such meeting.

Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram.

A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee, or; (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of the Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Owner. Any Owner may record the proceedings at meetings or portions thereof required to be open by tape, film or other means subject to reasonable rules and regulations prescribed by the Board to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered 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 pursuant to this Declaration and By-Laws, other Condominium Instruments, or provisions of law. Copies of notices of meetings of the Board shall be posted in entranceways, elevators or other conspicuous places in the Condominium at least forty-eight (48) hours prior to the meeting of the Board.

SECTION 5. Removal. Any director may be removed from office for cause by the vote of Unit Owners owning at least two-thirds (2/3) of the total ownership interest in the Common Elements.

SECTION 6. Compensation. Directors shall receive no compensation for their services unless expressly provided for in a resolution duly adopted at any annual or special meeting of the Unit Owners.

SECTION 7. Quorum. A majority of the directors serving from time to time shall constitute a quorum for the transaction of business at any meeting of the Board.

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

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- (a) to elect and remove the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and the Property;
- (c) to, at its option, engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) to adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the requirements of Section 4 herein, provided, however, no rules or regulations may impair any rights guaranteed by the First Amendment of the Constitution of the United States or Section 4 of Article 1 of the Illinois Constitution. No quorum is required at such meeting of the Unit Owners;
- (f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate such powers to the manager or Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);
- (h) to appoint committees of the Board and to delegate to such committee the Board's authority to carry out certain duties of the Board;
- (i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (j) to provide each Unit Owner with notice, in same manner as provided for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment, provided, however, that except as provided below, if an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of the 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. Any

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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 Owners. Separate assessments for expenditures relating to emergency or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions for ratification contained herein. 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. Assessments for additions and alterations to the Common Elements or to Association owned property not included in the adopted annual budget shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners. The Board may adopt separate assessments payable over more than one (1) fiscal year;

(k) the Board shall annually supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for Reserves, capital expenditures or repair or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment and showing the net excess or deficit of income over expenditures, plus reserves; and

(l) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Act, and all powers and duties of a board of managers or a Board of Directors referred to in the Declaration, these By-Laws or the Illinois General Not-for-Profit Corporation Act.

SECTION 9. *Non-Delegation.* Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board or to the officers of the Association any powers or duties which, by law, have been designated to the Unit Owners.

ARTICLE III

OFFICERS

SECTION 1. *Designation.* Annually, at the regular Board meeting following the regular annual meeting of Unit Owners, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

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

(b) a Secretary, who shall be a director, and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be designated to mail and receive all notices and execute all amendments to the Condominium Instruments as provided for in the Act, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be a director, and who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

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

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

SECTION 3. *Term of Office.* Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified. Officers may be elected to succeed themselves.

SECTION 4. *Vacancies.* Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer whom he succeeds. Any officer may be removed for cause at any time by a majority of the Board at a special meeting thereof.

SECTION 5. *Compensation.* The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted at any annual or special meeting of the Unit Owners.

ARTICLE IV

ASSESSMENTS

SECTION 1. *Annual Budget.* The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including salaries, wages, payroll taxes, legal and accounting fees, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other Common Expenses and Reserves, as deemed necessary by the Board. To determine the amount of reserves appropriate, the Board shall take into consideration the following:

- (i) the repair and replacement cost, and the estimated useful life of the property which the Association is obligated to maintain, but not limited to structural and mechanical components, surfaces of the buildings and Common Elements, and energy systems and equipment;
- (ii) the current and anticipated return on investment of Association funds;
- (iii) any independent professional reserve study which the Association may obtain;
- (iv) the financial impact on Unit Owners, and the market value of the Condominium Units, of any assessment increase needed to fund reserves; and
- (v) the ability of the Association to obtain financing or refinancing.

The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

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SECTION 2. Assessments. A copy of the estimated annual budget for each fiscal year shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Except as may be otherwise provided in the Condominium Instruments, such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in Exhibit B of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the manager or Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessments for Common Expenses by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements. The Association shall have no authority to forbear the payment of assessment by any Unit Owner.

SECTION 3. Annual Report. Within ninety (90) days after the end of each fiscal year, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner an itemized accounting of the Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget for the preceding year, and showing the net excess or deficit of income over expenditures plus Reserves, and such other information as the Board may deem desirable. Audited financial statements may be obtained by the Board at its option, the cost of which will be a Common Expense.

SECTION 4. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or in the event any nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or non-recurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

SECTION 5. Capital Expenditures. The Board shall not approve any capital expenditure in excess of Twenty-Five Thousand (\$25,000.00) Dollars unless required for emergency repair, protection or operation of the Common Elements, nor enter into any contract for more than two (2) years without the prior approval of Unit Owners owning two-thirds (2/3) of the total ownership interest in the Common Elements.

SECTION 6. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit B of the Declaration or as may be otherwise provided in the Condominium Instruments, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest at the maximum rate permitted by the laws of the State of Illinois, shall constitute a lien on the interest of such Unit Owner in the Property, his additions

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and improvements thereto, and upon all of his personal, property located in his Unit or elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, owned or held by a bank, insurance company, savings and loan association or other lender or institutional investor except for the amount of the proportionate share of Common Expenses which become due and payable from and after the date on which the said mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), files suit to foreclose its mortgage, or causes a receiver to be appointed. The Association or its successors and assigns, or the Board or its agents shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due, the cost of said suit and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the Court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the Common Expenses and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce, any and all rights and remedies as provided for in the Act, the Forcible Entry and Detainer Act, the Condominium Instruments, or which may be available at law or in equity, for the collection of all unpaid assessments.

SECTION 7. *Records and Statement of Account.* The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:

- (i) the Association's Declaration, By-Laws and Plans of Surveys, and all Amendments of these;
- (ii) the rules and regulations of the Association, if any;
- (iii) the Articles of Incorporation of the Association and all Amendments to the Articles of Incorporation;
- (iv) minutes of all meetings of the Association and its Board for the immediately preceding seven (7) years; and
- (v) all current policies of insurance of the Association.

Any member of the Association shall have the right to inspect, examine and make copies of the records described in subdivisions (i) through (v) above, 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 stating, with particularity, the records sought to be examined.

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In addition, the Board of Managers shall keep and maintain the following records or true and complete copies of these records at the Association's principal office:

- (vi) all contracts, leases or 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;
- (vii) a current list of the names, addresses and weighted vote of all members entitled to vote;
- (viii) ballots and proxies related to the 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; and
- (ix) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including, but not limited to itemized and detailed records of all receipts and expenditures.

Any member shall have the right to inspect, examine and make copies of the records described in subparagraphs (v) through (ix) herein, 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, stating with particularity, the records sought to be examined and a proper purpose for the request.

SECTION 8. *Discharge of Liens.* A Unit Owner is not authorized to act in any manner so as to cause any purported mechanic's lien to be asserted against a Common Element. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or the Common Elements rather than against a particular Unit only. When less than all the Unit Owners are responsible for the existence or assertion of any such lien, the Unit Owner responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien. Nothing herein shall be deemed an authorization to a Unit Owner to cause any such lien to attach to a Common Element.

SECTION 9. *Holding of Funds.* All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such separate assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust, for the benefit, use and account of all the Unit Owners in the percentages as set forth in Exhibit B of the Declaration.

ARTICLE V

USE AND OCCUPANCY RESTRICTIONS

SECTION 1. *General.* No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others. Nothing shall be done in, on or to any part of the Property which would impair the structural integrity of any building or structure located on the Property.

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Each Unit Owner shall maintain his Unit and Limited Common Elements appurtenant thereto, in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit or Limited Common Elements appurtenant thereto which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Association, Board, or Managing Agent.

SECTION 2. *Animals.* No animals shall be raised, bred or kept in any Unit or the Common Elements, except that dogs, cats, or other usual household pets may be kept in Units, provided said pets are not kept or bred for any commercial purpose, and provided that said pets are kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pets shall not, in the sole judgment of the Board, constitute a nuisance to others. Any pet which in the sole judgment of the Board is causing or creating a nuisance or unreasonable disturbance, shall be permanently removed from the Property upon ten (10) days' written notice from the Board. The Board may restrict pets from access to any portions of the Common Elements or limit access to certain portions of the Common Elements.

SECTION 3. *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

SECTION 4. *Storage.* Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the storage area specifically designated for the respective Unit Owner by the Board or Managing Agent.

SECTION 5. *Wiring.* No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others; or connect any machines, appliances, accessories or equipment to the heating or plumbing system without the prior written consent of the Association, Board or Managing Agent.

ARTICLE VI

CONTRACTUAL POWERS

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

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held within thirty (30) days after filing the petition. For purposes of this subsection, a Board member's immediate family means that Board member's spouse, parents and children.

ARTICLE VII

AMENDMENTS

These By-Laws may be amended or modified from time to time by action or approval of Unit Owners owning at least two-thirds (2/3) of the total ownership interest in the Common Elements as set forth in Exhibit B of the Declaration.

Notwithstanding the provisions of the foregoing paragraph, (a) if the Act or the Condominium Instruments require the consent or agreement of all Unit Owners or all lien holders for any action specified in the Act or in the Condominium Instruments, then any instrument changing, modifying or rescinding any provision of these By-Laws with respect to such action shall be approved by all the Unit Owners, or all lien holders, or both as required by the Act or the Condominium Instruments; and (b) the provisions of this Article VII may be amended only with the written consent of all Unit Owners and first mortgagees.

Such amendments shall become effective upon Recording such amendments, provided, however, that no provision in these By-Laws may be amended so as to conflict with the Declaration or the Act.

ARTICLE VIII

INDEMNIFICATION

SECTION 1. General The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association), by reason of the fact that he is or was a member of the Board or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by or imposed on him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which is reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defenses or settlement of such action or suit if

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he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association.

SECTION 2. *Success on Merits.* To the extent that a member of the Board, or an officer of the Association, or a member of any committee, appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 3. *Determination of Right of Indemnity.* Any indemnification under Section 1 shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the member of the Board, or the officer, or the member of such committee is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made: (1) by the Board, by a majority vote of a quorum consisting of those directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs by independent legal counsel in a written opinion; or (3) by a majority of the members of the Association.

SECTION 4. *Advance Payment.* Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the member of the Board, or the officer, or the member of such committee to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VIII.

SECTION 5. *Funding.* The Board on behalf of the Association shall have the authority to, and if necessary, shall raise by separate assessment any sums required to discharge its obligations under this Article.

SECTION 6. *Non-Exclusivity.* The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The foregoing right of indemnification shall continue as to a person who has ceased to be a member of the Board, or an officer, or a member of such committee and shall inure to the benefit of the heirs, executors and administrators of such a person.

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP 5455 EDGEWATER PLAZA, CHICAGO, ILLINOIS

<u>Unit</u>	<u>PIN Number</u>	<u>Unit</u>	<u>PIN Number</u>	<u>Unit</u>	<u>PIN Number</u>
303	14-08-203-016-1001	703	14-08-203-016-1051	1101	14-08-203-016-1101
305	14-08-203-016-1002	704	14-08-203-016-1052	1102	14-08-203-016-1102
307	14-08-203-016-1003	705	14-08-203-016-1053	1103	14-08-203-016-1103
308	14-08-203-016-1004	706	14-08-203-016-1054	1104	14-08-203-016-1104
309	14-08-203-016-1005	707	14-08-203-016-1055	1105	14-08-203-016-1105
310	14-08-203-016-1006	708	14-08-203-016-1056	1106	14-08-203-016-1106
311	14-08-203-016-1007	709	14-08-203-016-1057	1107	14-08-203-016-1107
312	14-08-203-016-1008	710	14-08-203-016-1058	1108	14-08-203-016-1108
315	14-08-203-016-1009	711	14-08-203-016-1059	1109	14-08-203-016-1109
401	14-08-203-016-1010	712	14-08-203-016-1060	1110	14-08-203-016-1110
402	14-08-203-016-1011	715	14-08-203-016-1061	1111	14-08-203-016-1111
403	14-08-203-016-1012	801	14-08-203-016-1062	1112	14-08-203-016-1112
404	14-08-203-016-1013	802	14-08-203-016-1063	1115	14-08-203-016-1113
405	14-08-203-016-1014	803	14-08-203-016-1064	1201	14-08-203-016-1114
406	14-08-203-016-1015	804	14-08-203-016-1065	1202	14-08-203-016-1115
407	14-08-203-016-1016	805	14-08-203-016-1066	1203	14-08-203-016-1116
408	14-08-203-016-1017	806	14-08-203-016-1067	1204	14-08-203-016-1117
409	14-08-203-016-1018	807	14-08-203-016-1068	1205	14-08-203-016-1118
410	14-08-203-016-1019	808	14-08-203-016-1069	1206	14-08-203-016-1119
411	14-08-203-016-1020	809	14-08-203-016-1070	1207	14-08-203-016-1120
412	14-08-203-016-1021	810	14-08-203-016-1071	1208	14-08-203-016-1121
415	14-08-203-016-1022	811	14-08-203-016-1072	1209	14-08-203-016-1122
501	14-08-203-016-1023	812	14-08-203-016-1073	1210	14-08-203-016-1123
502	14-08-203-016-1024	815	14-08-203-016-1074	1211	14-08-203-016-1124
503	14-08-203-016-1025	901	14-08-203-016-1075	1212	14-08-203-016-1125
504	14-08-203-016-1026	902	14-08-203-016-1076	1215	14-08-203-016-1126
505	14-08-203-016-1027	903	14-08-203-016-1077	1401	14-08-203-016-1127
506	14-08-203-016-1028	904	14-08-203-016-1078	1402	14-08-203-016-1128
507	14-08-203-016-1029	905	14-08-203-016-1079	1403	14-08-203-016-1129
508	14-08-203-016-1030	906	14-08-203-016-1080	1404	14-08-203-016-1130
509	14-08-203-016-1031	907	14-08-203-016-1081	1405	14-08-203-016-1131
510	14-08-203-016-1032	908	14-08-203-016-1082	1406	14-08-203-016-1132
511	14-08-203-016-1033	909	14-08-203-016-1083	1407	14-08-203-016-1133
512	14-08-203-016-1034	910	14-08-203-016-1084	1408	14-08-203-016-1134
515	14-08-203-016-1035	911	14-08-203-016-1085	1409	14-08-203-016-1135
601	14-08-203-016-1036	912	14-08-203-016-1086	1410	14-08-203-016-1136
602	14-08-203-016-1037	915	14-08-203-016-1087	1411	14-08-203-016-1137
603	14-08-203-016-1038	1001	14-08-203-016-1088	1412	14-08-203-016-1138
604	14-08-203-016-1039	1002	14-08-203-016-1089	1415	14-08-203-016-1139
605	14-08-203-016-1040	1003	14-08-203-016-1090	1501	14-08-203-016-1140
606	14-08-203-016-1041	1004	14-08-203-016-1091	1502	14-08-203-016-1141
607	14-08-203-016-1042	1005	14-08-203-016-1092	1503	14-08-203-016-1142
608	14-08-203-016-1043	1006	14-08-203-016-1093	1504	14-08-203-016-1143
609	14-08-203-016-1044	1007	14-08-203-016-1094	1505	14-08-203-016-1144
610	14-08-203-016-1045	1008	14-08-203-016-1095	1506	14-08-203-016-1145
611	14-08-203-016-1046	1009	14-08-203-016-1096	1507	14-08-203-016-1146
612	14-08-203-016-1047	1010	14-08-203-016-1097	1508	14-08-203-016-1147
615	14-08-203-016-1048	1011	14-08-203-016-1098	1509	14-08-203-016-1148
701	14-08-203-016-1049	1012	14-08-203-016-1099	1510	14-08-203-016-1149
702	14-08-203-016-1050	1015	14-08-203-016-1100	1511	14-08-203-016-1150

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<u>Unit</u>	<u>PIN Number</u>	<u>Unit</u>	<u>PIN Number</u>	<u>Unit</u>	<u>PIN Number</u>
1512	14-08-203-016-1151	1910	14-08-203-016-1201	2308	14-08-203-016-1251
1515	14-08-203-016-1152	1911	14-08-203-016-1202	2309	14-08-203-016-1252
1601	14-08-203-016-1153	1912	14-08-203-016-1203	2310	14-08-203-016-1253
1602	14-08-203-016-1154	1915	14-08-203-016-1204	2311	14-08-203-016-1254
1603	14-08-203-016-1155	2001	14-08-203-016-1205	2312	14-08-203-016-1255
1604	14-08-203-016-1156	2002	14-08-203-016-1206	2315	14-08-203-016-1256
1605	14-08-203-016-1157	2003	14-08-203-016-1207	2401	14-08-203-016-1257
1606	14-08-203-016-1158	2004	14-08-203-016-1208	2402	14-08-203-016-1258
1607	14-08-203-016-1159	2005	14-08-203-016-1209	2403	14-08-203-016-1259
1608	14-08-203-016-1160	2006	14-08-203-016-1210	2404	14-08-203-016-1260
1609	14-08-203-016-1161	2007	14-08-203-016-1211	2405	14-08-203-016-1261
1610	14-08-203-016-1162	2008	14-08-203-016-1212	2406	14-08-203-016-1262
1611	14-08-203-016-1163	2009	14-08-203-016-1213	2407	14-08-203-016-1263
1612	14-08-203-016-1164	2010	14-08-203-016-1214	2408	14-08-203-016-1264
1615	14-08-203-016-1165	2011	14-08-203-016-1215	2409	14-08-203-016-1265
1701	14-08-203-016-1166	2012	14-08-203-016-1216	2410	14-08-203-016-1266
1702	14-08-203-016-1167	2015	14-08-203-016-1217	2411	14-08-203-016-1267
1703	14-08-203-016-1168	2101	14-08-203-016-1218	2412	14-08-203-016-1268
1704	14-08-203-016-1169	2102	14-08-203-016-1219	2415	14-08-203-016-1269
1705	14-08-203-016-1170	2103	14-08-203-016-1220	2501	14-08-203-016-1270
1706	14-08-203-016-1171	2104	14-08-203-016-1221	2502	14-08-203-016-1271
1707	14-08-203-016-1172	2105	14-08-203-016-1222	2503	14-08-203-016-1272
1708	14-08-203-016-1173	2106	14-08-203-016-1223	2504	14-08-203-016-1273
1709	14-08-203-016-1174	2107	14-08-203-016-1224	2505	14-08-203-016-1274
1710	14-08-203-016-1175	2108	14-08-203-016-1225	2506	14-08-203-016-1275
1711	14-08-203-016-1176	2109	14-08-203-016-1226	2507	14-08-203-016-1276
1712	14-08-203-016-1177	2110	14-08-203-016-1227	2508	14-08-203-016-1277
1715	14-08-203-016-1178	2111	14-08-203-016-1228	2509	14-08-203-016-1278
1801	14-08-203-016-1179	2112	14-08-203-016-1229	2510	14-08-203-016-1279
1802	14-08-203-016-1180	2115	14-08-203-016-1230	2511	14-08-203-016-1280
1803	14-08-203-016-1181	2201	14-08-203-016-1231	2512	14-08-203-016-1281
1804	14-08-203-016-1182	2202	14-08-203-016-1232	2515	14-08-203-016-1282
1805	14-08-203-016-1183	2203	14-08-203-016-1233	2601	14-08-203-016-1283
1806	14-08-203-016-1184	2204	14-08-203-016-1234	2602	14-08-203-016-1284
1807	14-08-203-016-1185	2205	14-08-203-016-1235	2603	14-08-203-016-1285
1808	14-08-203-016-1186	2206	14-08-203-016-1236	2604	14-08-203-016-1286
1809	14-08-203-016-1187	2207	14-08-203-016-1237	2605	14-08-203-016-1287
1810	14-08-203-016-1188	2208	14-08-203-016-1238	2606	14-08-203-016-1288
1811	14-08-203-016-1189	2209	14-08-203-016-1239	2607	14-08-203-016-1289
1812	14-08-203-016-1190	2210	14-08-203-016-1240	2608	14-08-203-016-1290
1815	14-08-203-016-1191	2211	14-08-203-016-1241	2609	14-08-203-016-1291
1901	14-08-203-016-1192	2212	14-08-203-016-1242	2610	14-08-203-016-1292
1902	14-08-203-016-1193	2215	14-08-203-016-1243	2611	14-08-203-016-1293
1903	14-08-203-016-1194	2301	14-08-203-016-1244	2612	14-08-203-016-1294
1904	14-08-203-016-1195	2302	14-08-203-016-1245	2615	14-08-203-016-1295
1905	14-08-203-016-1196	2303	14-08-203-016-1246	2701	14-08-203-016-1296
1906	14-08-203-016-1197	2304	14-08-203-016-1247	2702	14-08-203-016-1297
1907	14-08-203-016-1198	2305	14-08-203-016-1248	2703	14-08-203-016-1298
1908	14-08-203-016-1199	2306	14-08-203-016-1249	2704	14-08-203-016-1299
1909	14-08-203-016-1200	2307	14-08-203-016-1250	2705	14-08-203-016-1300

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<u>Unit</u>	<u>PIN Number</u>	<u>Unit</u>	<u>PIN Number</u>	<u>Unit</u>	<u>PIN Number</u>
2706	14-08-203-016-1301	3104	14-08-203-016-1351	3502	14-08-203-016-1401
2707	14-08-203-016-1302	3105	14-08-203-016-1352	3503	14-08-203-016-1402
2708	14-08-203-016-1303	3106	14-08-203-016-1353	3504	14-08-203-016-1403
2709	14-08-203-016-1304	3107	14-08-203-016-1354	3505	14-08-203-016-1404
2710	14-08-203-016-1305	3108	14-08-203-016-1355	3506	14-08-203-016-1405
2711	14-08-203-016-1306	3109	14-08-203-016-1356	3507	14-08-203-016-1406
2712	14-08-203-016-1307	3110	14-08-203-016-1357	3508	14-08-203-016-1407
2715	14-08-203-016-1308	3111	14-08-203-016-1358	3509	14-08-203-016-1408
2801	14-08-203-016-1309	3112	14-08-203-016-1359	3510	14-08-203-016-1409
2802	14-08-203-016-1310	3115	14-08-203-016-1360	3511	14-08-203-016-1410
2803	14-08-203-016-1311	3201	14-08-203-016-1361	3512	14-08-203-016-1411
2804	14-08-203-016-1312	3202	14-08-203-016-1362	3515	14-08-203-016-1412
2805	14-08-203-016-1313	3203	14-08-203-016-1363	3601	14-08-203-016-1413
2806	14-08-203-016-1314	3204	14-08-203-016-1364	3602	14-08-203-016-1414
2807	14-08-203-016-1315	3205	14-08-203-016-1365	3603	14-08-203-016-1415
2808	14-08-203-016-1316	3206	14-08-203-016-1366	3604	14-08-203-016-1416
2809	14-08-203-016-1317	3207	14-08-203-016-1367	3605	14-08-203-016-1417
2810	14-08-203-016-1318	3208	14-08-203-016-1368	3606	14-08-203-016-1418
2811	14-08-203-016-1319	3209	14-08-203-016-1369	3607	14-08-203-016-1419
2812	14-08-203-016-1320	3210	14-08-203-016-1370	3608	14-08-203-016-1420
2815	14-08-203-016-1321	3211	14-08-203-016-1371	3609	14-08-203-016-1421
2901	14-08-203-016-1322	3212	14-08-203-016-1372	3610	14-08-203-016-1422
2902	14-08-203-016-1323	3215	14-08-203-016-1373	3611	14-08-203-016-1423
2903	14-08-203-016-1324	3301	14-08-203-016-1374	3612	14-08-203-016-1424
2904	14-08-203-016-1325	3302	14-08-203-016-1375	3615	14-08-203-016-1425
2905	14-08-203-016-1326	3303	14-08-203-016-1376	3701	14-08-203-016-1426
2906	14-08-203-016-1327	3304	14-08-203-016-1377	3702	14-08-203-016-1427
2907	14-08-203-016-1328	3305	14-08-203-016-1378	3703	14-08-203-016-1428
2908	14-08-203-016-1329	3306	14-08-203-016-1379	3704	14-08-203-016-1429
2909	14-08-203-016-1330	3307	14-08-203-016-1380	3705	14-08-203-016-1430
2910	14-08-203-016-1331	3308	14-08-203-016-1381	3706	14-08-203-016-1431
2911	14-08-203-016-1332	3309	14-08-203-016-1382	3707	14-08-203-016-1432
2912	14-08-203-016-1333	3310	14-08-203-016-1383	3708	14-08-203-016-1433
2915	14-08-203-016-1334	3311	14-08-203-016-1384	3709	14-08-203-016-1434
3001	14-08-203-016-1335	3312	14-08-203-016-1385	3710	14-08-203-016-1435
3002	14-08-203-016-1336	3315	14-08-203-016-1386	3711	14-08-203-016-1436
3003	14-08-203-016-1337	3401	14-08-203-016-1387	3712	14-08-203-016-1437
3004	14-08-203-016-1338	3402	14-08-203-016-1388	3715	14-08-203-016-1438
3005	14-08-203-016-1339	3403	14-08-203-016-1389	3801	14-08-203-016-1439
3006	14-08-203-016-1340	3404	14-08-203-016-1390	3802	14-08-203-016-1440
3007	14-08-203-016-1341	3405	14-08-203-016-1391	3803	14-08-203-016-1441
3008	14-08-203-016-1342	3406	14-08-203-016-1392	3804	14-08-203-016-1442
3009	14-08-203-016-1343	3407	14-08-203-016-1393	3805	14-08-203-016-1443
3010	14-08-203-016-1344	3408	14-08-203-016-1394	3806	14-08-203-016-1444
3011	14-08-203-016-1345	3409	14-08-203-016-1395	3807	14-08-203-016-1445
3012	14-08-203-016-1346	3410	14-08-203-016-1396	3808	14-08-203-016-1446
3015	14-08-203-016-1347	3411	14-08-203-016-1397	3809	14-08-203-016-1447
3101	14-08-203-016-1348	3412	14-08-203-016-1398	3810	14-08-203-016-1448
3102	14-08-203-016-1349	3415	14-08-203-016-1399	3811	14-08-203-016-1449
3103	14-08-203-016-1350	3501	14-08-203-016-1400	3812	14-08-203-016-1450

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<u>Unit</u>	<u>PIN Number</u>
3815	14-08-203-016-1451
3901	14-08-203-016-1452
3902	14-08-203-016-1453
3903	14-08-203-016-1454
3904	14-08-203-016-1455
3905	14-08-203-016-1456
3906	14-08-203-016-1457
3907	14-08-203-016-1458
3908	14-08-203-016-1459
3909	14-08-203-016-1460
3910	14-08-203-016-1461
3911	14-08-203-016-1462
3912	14-08-203-016-1463
3915	14-08-203-016-1464

Property of Cook County Clerk's Office