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**Doc#: 0527310033 Fee: \$54.50**  
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Date: 09/30/2005 11:06 AM Pg: 1 of 16

Property of Cook County Clerk's Office

## **BY-LAWS FOR THE 68TH STREET CONDOMINIUM ASSOCIATION**

**Property Address: 1519-29 E. 68TH ST., CHICAGO, IL 60637**

**P.I.N. 20-23-408-028**

THIS DOCUMENT WAS PREPARED BY  
AND AFTER RECORDING SHOULD  
BE MAILED TO:

JASON W. BRUCE  
ATTORNEY AT LAW  
1525 E. 53RD ST.  
SUITE 424  
CHICAGO, IL 60615  
773-288-8007

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## BY-LAWS FOR THE 68TH STREET CONDOMINIUM ASSOCIATION

### WITNESSETH

**WHEREAS**, the the 68th Street Condominium Association (the "Trustee") is the legal title holder of the following described real estate in the City of Chicago, County of Cook, State of Illinois.

THE NORTH 78 FEET OF LOTS 1, 2 AND 3 IN HAMILTON RESUBDIVISION OF THE WEST 141 FEET OF LOT 1 IN HAMILTON'S RESUBDIVISION, RECORDED FEBRUARY 7, 1920 AS DOCUMENT NO. 6781965, OF LOTS 1 TO 7 INCLUSIVE IN BLOCK 1 OF PEARCE AND BENJAMINS SUBDIVISION, RECORDED JANUARY 12, 1876 AS DOCUMENT NO. 67066 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SECTION 23, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

The common street address of said real estate is 1519-29 E. 68th Street, Chicago, Illinois 60637. The permanent index number for said real estate is 20-23-408-028; and

**NOW, THEREFORE**, Trustee declares as follows:

### **1. BOARD OF MANAGERS (BOARD OF DIRECTORS)**

1.1. The direction and administration of the Property shall be vested in the Board, consisting of three (3) persons who shall be appointed or elected in the manner herein provided. Each Member of the Board shall be one of the Unit Owners and shall reside on the Property; provided, however, that in the event a Unit Owner is a corporation, partnership, trust, or legal entity other than a natural person or persons, then any officer, director, or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board, so long as any such agent (other than a person designated by Declarant or the Developer) resides on the Property. If a director fails to meet his or her qualification during his or her term, he or she shall cease to be a director, and his or her place on the Board shall be deemed vacant. Irrespective of anything else provided in the Declaration, for a period commencing on the date the Declaration is executed and ending upon the qualification of the Directors at the initial meeting of the voting members, the Declarant or Developer shall have the right to designate and select the persons who shall serve as members of the Board or to exercise the powers of the Board as provided in the Act.

1.1.1. At the initial meeting, the Voting Members shall elect the three Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Three Board Members shall be elected at the first annual meeting. The three persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two years. Upon the expiration of the terms of the Board members elected at the first annual meeting and thereafter, successors shall be elected for a term of one year each. A candidate for election to the

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Board or such candidate's representative shall have the right to be present at the counting of ballots of such election. The Voting Members having at least two thirds of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board Members at any annual or special meeting, provided that such number shall not be less than three, and that the term of at least one third of the persons on the Board shall expire annually and that no Board member or officer shall be elected to a term in excess of two years; provided, however, that a Board member or officer may be reelected at the expiration of his or her term. All members of the Board shall be elected at large. Members and officers of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having at least two-thirds of the total votes. Vacancies on the Board, including vacancies due to an increase in the number of persons on the Board, shall be filled by the Voting Members at the next annual meeting or at a special meeting of the Voting Members called for that purpose; provided, however, that the remaining members of the Board are unauthorized to fill any such vacancy by a two-thirds vote until the next meeting of Unit Owners or for a period terminating no later than thirty days following the filing of a petition signed by Unit Owners holding 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 a meeting of the Unit Owners to fill a vacancy on the Board shall be called no later than 30 days following the filing of a petition signed by Unit Owners holding 20 % of the votes of the Association requesting such a meeting. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of the total number of persons constituting the Board when a quorum exists. A majority of the total number of members of the Board shall constitute a quorum. Meetings of the Board may be called, held, and conducted in accordance with such resolutions as the Board may adopt.

1.1.2. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the Chief Executive Officer of the Board and the Association and who shall execute amendments to the Condominium Instruments, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Except as otherwise herein provided, officers shall be elected for a term of one year each. Any officer of the Board may be removed at any meeting by the affirmative vote of the majority of the members of the Board, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

1.1.3. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or subsequent annual meeting or special meeting called for that purpose.

1.1.4. The Board shall meet at least four times annually and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner, except for the portion of any meeting held:

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

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1.1.4.2. to consider information regarding the appointment, employment, or dismissal of an employee; or

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

Any votes on the matters enumerated in subsections 1.1.4.1 through 1.1.4.3 shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at Board meetings required to be open by the Declaration, the By-Laws or the Act by tape, film, or other means, but the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of any such meeting shall be mailed or delivered at least 48 hours prior thereto, unless a written waiver of the notice is signed by the person or persons entitled to receive such notice pursuant to the Declaration, By-Laws, other Condominium Instruments or provision of law before the meeting is convened. Copies of notices of meetings of the Board shall be posted in entrance ways, elevators, or other conspicuous places in the Building at least 48 hours prior to the meeting of the Board, except where there is no common entranceway for seven or more units, the Board may designate one or more locations in the proximity of those Units where notices of meetings shall be posted.

## 1.2. General Powers of the Board

1.2.1. The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties, and authority vested therein by law of the condominium instruments except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include but not be limited to the following matters:

- 1.2.1.1. Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements;
- 1.2.1.2. Preparation, adoption, and distribution of the annual budget for the Property;
- 1.2.1.3. Levying of assessments;
- 1.2.1.4. Collection of assessments from Unit Owners;
- 1.2.1.5. Employment and dismissal of employees and other personnel, including lawyers and accountants, and to engage and contract for the services of others and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property and to delegate any such power to a manager or managing agent or the employees of the Managing Agent;
- 1.2.1.6. Obtaining adequate and appropriate kinds of insurance;
- 1.2.1.7. Owning, conveying, encumbering, leasing and otherwise

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dealing with Units conveyed to or purchased by it;

- 1.2.1.8. Adoption and amendment of 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 discussion the proposed rules and regulations and which conforms to the requirements of Section 18.(b) of the Act and these by-laws hereof; provided, however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States of America or Section Four of Article I of the Illinois Constitution.
- 1.2.1.9. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operations of the Property;
- 1.2.1.10. Having access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair, or replacement) therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units;
- 1.2.1.11. Paying for the operating expenses of the Common Elements including water, waste removal, professional management fees, gas, electricity, telephone, and other necessary utility services for the Common Elements, and, (if not separately metered or charged) for the Units. In the event certain utilities for individual units are individually metered, such bills shall be forwarded to and paid by the respective Unit Owners;
- 1.2.1.12. Paying for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of Common Elements (but not including the interior surfaces of the Units, the windows and doors appurtenant to the Unit, all of which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the Common Elements) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements;
- 1.2.1.13. Paying for any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for pursuant to the Declaration or By-Laws or which in its

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opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium apartment building or for the enforcement of the restrictions contained herein;

- 1.2.1.14. Paying any amount necessary to discharge any mechanics' lien or other encumbrance against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular unit owners. Where one or more Unit Owners are responsible for the existence of the lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be separately assessed to said Unit Owners. As to any such lien placed upon any Unit or upon the Common Elements, the Unit Owners who created the basis for such lien shall be held responsible for such lien, regardless of whether such lien is false, fraudulent, or bona fide.
- 1.2.1.15. Maintaining and repairing any Unit if such maintenance and repair is necessary, in the discretion of the Board, to protect the Common Elements or other portion of the Building, when the Unit Owner has failed and refused to perform said maintenance and repair on his or her Unit within a reasonable time after written notice of the necessity of such maintenance and repair has been mailed or delivered by the Board to such Unit Owner, provided that the Board shall levy a special assessment against said Unit Owner for the cost of such maintenance or repair, and further provided that any provisions requiring immediate maintenance and repair in cases involving an imminent hazard or danger or in other emergency situations, without prior written notice to the Unit Owner, shall control over the foregoing provisions of this Sub-section;
- 1.2.1.16. Paying real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against the Property;
- 1.2.1.17. Imposing 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, rules and regulations of the Association;
- 1.2.1.18. Assigning its right to future income, including the right to receive common expenses, and to mortgage or pledge said

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future income;

- 1.2.1.19. Recording the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of the Declaration;
- 1.2.1.20. Recording and/or granting of an easement or a license for the laying or other installation of cable television cable where authorized by the Unit Owners under the provisions of the Declaration;
- 1.2.1.21. Seeking relief on behalf of all Unit Owners when authorized from or in connection with the assessment or levying of real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;
- 1.2.1.22. Bidding for and purchasing any Unit ownership or interest therein at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners having not less than two-thirds of the total votes, which consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit Ownership or interest therein.

1.2.2. The Board or its agent upon reasonable notice may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible, to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense.

1.2.3. Except as otherwise provided in the Budget, the Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for from the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of repairing, replacing, or restoring portions of the Common Elements, subject to all the provisions of the Declaration or unless required for emergency repair, protection, or operation of the common elements) requiring an expenditure for any one item in excess of fifteen thousand dollars without in each case first obtaining the prior approval of the Voting Members having two-thirds or more of the total votes, except replacements, in which shall be required.

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

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treasurer and countersigned by the President of the Board.

1.2.5. The Board may engage the services of an agent to manage the Property and to perform and have such other duties, rights, and obligations required to be performed by, or held by, the Board to the extent such delegation of such duties, rights, and obligations is not prohibited by the Act, and to the extent deemed advisable by the Board.

1.2.6. Nothing hereinabove contained shall be construed to give the Board, Association, or Unit Owner authority to conduct an active business for profit on behalf of all the Unit Owners or any of them.

1.2.7. Upon authorization by a two-thirds vote of the members of the Board or by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon real property, and upon the Unit Ownerships, and in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and not adverse to each other. The Board shall charge and collect all expenses incurred in connection with such services as common expenses.

1.2.8. The Board shall designate one or more of the officers of the Association and/or one or more employees of the management agent of the Property (if such an agent has been engaged by the Board) to approve payment vouchers pertaining to the payment of common expenses and other expenses which the Board is authorized to incur and pay, in the manner hereinafter provided. The payment voucher form shall provide for the insertion of the date of approval of payment, the name of the payee, the amount to be paid, a description of what the payment is being made for, and the signature of the person approving the payment voucher. Any one of the persons so designated by the Board must complete (or cause to be completed) and sign such payment voucher before payment is made. In the event none of the persons so designated by the Board is available to approve such payment vouchers, any two members of the Board may approve and sign the same. A duplicate or photocopy of the bill or statement. The Board shall require that all officers, employees, or other persons who either handle or are responsible for funds held or administered by the Association shall furnish a fiduciary bond which covers the maximum amount of funds that will be in the custody of the Association's reserve fund, the premium cost of which shall be paid by the Association as a common expense.

1.3. Miscellaneous. The collection of assessments from the Unit Owners by the Association, the Board or their duly authorized agents shall not be considered acts constituting a collection agency for purposes of the Collection Agency Act of the State of Illinois or the Fair Debt and Collection Practices Act.

1.4. Forbearance. Neither the Board nor the Association shall have the authority to forbear the payment of assessments by any Unit Owner.

1.5. No Authority to Conduct an Active Business For Profit. Nothing hereinabove contained shall be construed to give the Board authority to conduct any active business for profit on behalf of all the Unit Owners or any of them, except for income producing activity incidental to the purposes of the Association.



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## 2. MEMBERS (UNIT OWNERS)

2.1. Voting Rights. There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners. Such Voting Member shall be the Unit Owner or one of the group composed of all the Unit Owners of a Unit or may be some person designated by such Unit Owner or Unit Owners to act as a proxy on his, her, or their behalf and who need not be a Unit Owner. Such designations (proxies) shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator or designate, or by written notice to the Board by the Unit Owner or Unit Owners. Any such proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy, and must bear the date of its execution. Any or all Unit Owners of a Unit, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member for a Unit may vote or take any other action as a Voting Member either in person or by proxy. In cases in which there are multiple Unit Owners of a Unit and such multiple Unit Owners have not given the Board a written designation of the Voting Member for such Unit, if only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, he or she shall be entitled to cast all votes allocated to that Unit, but if more than one of the multiple Unit Owners of a Unit is present, the votes allocated to that unit may only be cast in accordance with the agreement of a majority in interest of the multiple Unit Owners, and it shall be conclusively presumed that there is such majority agreement if any one of the multiple Unit Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit. The total number of votes of all Voting Members shall be 100, and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his, her, or their unit as set forth on Exhibit "B" of the Declaration. With respect to any Unit Ownership owned by the trustee or the Developer, the Trustee shall designate the Voting Member with respect to any such Unit owned by the Trustee, but in the absence of such designation, the Developer shall be deemed such Voting Member. If a Unit Owner of any other Unit is a Trust, then the voting rights of such Unit may be exercised by a beneficiary of such trust, and if a Unit Owner or such beneficiary is a corporation or partnership, the voting rights of said Unit Owner beneficiary may be exercised by an officer, partner, or employee of such Unit Owner or beneficiary. The Association shall have one class of membership only and nothing contained in the Condominium Instruments shall permit or allow different classes of membership among the Unit Owners. The Association may, upon the adoption of appropriate rules and regulations by the Board of Managers, conduct elections by secret ballot in which the ballot is marked only with the percentage interest for the unit and the vote itself, provided the Board further adopts rules to verify the status of the unit owner issuing a proxy or casting a ballot.

## 2.2. Meetings

2.2.1. Meetings of the Unit Owner shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of at least 20 % or more of the Unit Owners shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit Owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.

2.2.2. The initial meeting of the Voting Members shall be held upon written notice, not less than twenty-one days nor more than thirty days after notice is given by the trustee or developer. Said meeting shall be held no later than sixty days after the conveyance by the

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Developer of seventy-five percent of the Units, or three years after the recording of the Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the Voting Members on the second Wednesday of October following such initial meeting and on the second Wednesday of each October of each succeeding year thereafter at 7:30 p.m., or at such other reasonable time and date (not more than 30 days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten days nor more than thirty days prior to the date fixed for such meeting. One of the purposes of the annual meeting shall be to elect Members of the Board. If the annual meeting is to be held for any purpose(s) in addition to the election of Board members, the Board shall give written notice of such additional purpose(s) to the Voting Members in the same manner as prescribed in Section 2.2.3 for the notice of special meetings.

2.2.3. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board or by the Voting Members having 20% of the total votes and delivered not less than ten days nor more than thirty days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board, at least ten days prior to the special meeting, who shall then submit the matters to the Voting Members.

2.3. Notices of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him or her to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board, provided that such notice shall be delivered not less than ten days nor more than thirty days prior to the date fixed for such meeting and shall state the date, time, and place of such meeting and the purpose or matters to be considered.

## 2.4. Miscellaneous

2.4.1. No merger or consolidation of the Association, sale, lease, exchange or other disposition of all or substantially all of the Property or assets of the Association or the purchase or sale or lease of other real estate or Units on behalf of all Unit Owners shall be effectuated unless there is an affirmative vote of Voting Members having not less than two-thirds of the total votes at a special meeting duly called for that purpose, unless a greater percentage is otherwise provided for in this Declaration.

2.4.2. When thirty percent or fewer of the Units, by number, possess over fifty percent in the aggregate of the votes in the Association, any percentage vote of Voting Members specified in the Condominium Instruments, or the Act, shall require instead the specified percentage by number of Units rather than by percentage of ownership in the Common Elements allocated to Units that would otherwise be applicable.

2.4.3. In the event of a resale of a Unit, the Purchaser of a Unit from a Seller other than the Developer or Trustee pursuant to an installment contract for purchase shall during such times as he or she resides in the Unit be counted towards a quorum for purposes of election of members of the Board at any meeting of the Unit Owners called for the purpose of electing members of the Board, and shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the Seller expressly retains in writing any or all of

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such rights. In no event shall the Seller and Purchaser both be counted towards a quorum, be permitted to vote for a particular office, or be elected to and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this Section, "installment contract" shall have the same meaning set forth in Section 1(e) of "An Act relating to installment contracts to sell dwelling structures", approved August 11, 1967, as amended.

2.4.4. The percentage of votes required to modify or amend the by-laws shall be the same percentage of votes required to amend the Declaration, the provisions of which are incorporated by reference herein as part of these By-Laws; provided, however, that such of these By-Laws which are mandated by the Act shall always be embodied in these By-Laws.

2.4.5. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Unit Owners, or in the absence of such rules, Robert's Rules of Order shall be used.

## 3. ASSESSMENTS - MAINTENANCE FUND

### 3.1. Preparation of Estimated Annual Budget and Assessments.

On or before November 1 of each year, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for adequate reserves, including, without limitation, amounts to maintain a Capital Reserve, as hereinafter defined in Section 16.2 hereof, and within fifteen calendar days thereafter, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof, including those portions intended for reserves, capital expenditures or repairs or payment of real estate taxes and containing each Unit Owner's respective assessment, provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty days prior to its adoption by the Board. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owners percentage of ownership in the Common Elements as set forth in Exhibit "B" of the Declaration. On or before January 1 of the ensuing year, and on the first day of each and every month of said year, each Unit Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth of the assessments made pursuant to this Section. On or before April 1 of each year following the initial meeting of the Voting Members, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amounts over or short of the actual expenditures plus reserves. Such accounting shall upon the written request of any Unit Owner be prepared by a certified public accountant, in which event such accounting shall be due as soon as reasonably possible after such request. Any net shortage or excess shall be applied as an adjustment to the installments due under the current year's estimate in the succeeding six months after rendering the accounting subject, however, to the provisions of Section 3.2 hereof. For purposes of the Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association. The Association shall have no authority to forbear the payment of assessments by any Unit Owner. In the event an adopted budget requires assessment against the Unit Owners in any final or calendar year exceeding 115 % of the assessments of the preceding year, the Board, upon written petition by voting members having 20 % of the total votes filed within 14 days of the adoption of the annual budget by the Board, shall call a meeting of the voting members within 30 days of the date of filing of such petition. Unless a majority of the total votes are cast at a meeting to reject the budget, the budget shall be ratified whether or not a quorum is present at such meeting.

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In determining whether the assessment exceeds 115 % of the prior year's assessment, any authorized provisions for reasonable capital reserves or capital expenditures for repairs and replacements of the Property and anticipated expenses by the Board which are not anticipated by the Board to be incurred on a regular or annual basis, shall be excluded from the computation.

3.2. Capital Reserve: Supplemental Budget. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the annual assessment paid by such Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring common expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a separate or special assessment shall be made to each Unit Owner for his or her proportionate share of such supplemental budget. All Unit Owners shall be personally liable for and obligated to pay their respective monthly amounts. Any such special or separate assessment, if it involves proposed expenditures resulting in a total payment assessed to a unit equal to the greater of (i) five times the Unit's most recent assessment or (ii) three-hundred dollars, shall be subject to the affirmative vote of at least two-thirds of the unit owners voting at a meeting of the Unit Owners specifically called for approving such special or separate assessment.

Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to unit owner approval of the subsequent provisions herein. An "emergency" as used herein means an immediate danger to the structural integrity of the Common Elements or the life, health, safety or property of Unit Owners. Assessments for additions and alterations to the Common Elements or to Association-owned property which are not an emergency and which are not contained in the annual budget shall be separately assessed and are subject to the approval of two-thirds of the total vote of all unit owners. Any other extraordinary or nonrecurring common expense not set forth in the budget as adopted shall be separately assessed against all unit owners and are subject to the approval of two-thirds of the total vote of all unit owners. The Board may adopt separate assessments payable over more than one fiscal year. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3.3. Failure To Prepare Estimates. The Board's failure or delay in preparing or serving the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not less than ten days after such annual estimate is mailed or delivered.

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3.4. Books and Records. The manager of the Property or the Board shall maintain the following records of the Association and make the same available for examination and copying at convenient hours of weekdays by the Unit Owners or their mortgagees and their duly authorized agents or attorneys:

3.4.1. Copies of the recorded Declaration, By-Laws and other Condominium Instruments and any amendments thereto. Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or the Board shall be maintained. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this Section for examination and copying.

3.4.2. Detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

3.4.3. The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than seven years.

3.4.4. Ballots for elections to the Board and for any other matters voted on by the Unit Owners shall be maintained for a period of not less than one year.

3.4.5. Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 25 of the General Not-For-Profit Corporation Act of the State of Illinois, approved July 19, 1943, as amended, shall be maintained. A reasonable fee may be charged by the Association or the Board for the cost of copying. Upon ten days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

3.5. Use of Funds. All funds collected hereunder shall be held and expended for the purpose designated herein, except for such special or other assessments as may be levied hereunder against fewer than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "B" of the Declaration.

3.6. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units may be assessed to such Units.

3.7. Violations. Upon the occurrence of any one of the following events, the Board shall have the rights and remedies set forth in the Declaration.

3.7.1. Failure by a Unit Owner to pay when due sums required to be paid by such Unit Owner pursuant to the Declaration, for thirty days after written notice of such non-payment shall have been given such Unit Owner; provided that such defaulting Unit Owner shall not be entitled to written notice and opportunity to cure if such Unit Owner has been given three or more notices pursuant to this Section 3.8.1 during the twelve-month period immediately preceding the first day of such failure.

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3.7.2. Violation or breach by a Unit Owner (or any occupant of his Unit) of any provision, covenant or restriction of the Act, Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board, and continuation of such violation or breach if such Unit Owner has been given three or more notices pursuant to this Section during the twelve-month period immediately preceding the first day of such violation or breach.

3.8. Remedies. Upon the occurrence of any one of the events described in Section 3.8, the Board shall have the following rights and remedies:

3.8.1. The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit Owner, in the manner set forth in the Declaration, of a notice to quit and deliver up possession, which right may be enforced, for the benefit of all the other Unit Owners, for an action for possession under "An Act in Regard to Forcible Entry and Detainer," approved February 16, 1874, as amended.

3.8.2. For a violation or breach described in Section 3.8.2 hereof, the Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct, at the expense of the defaulting Unit Owner, any such violation or breach of the cause of such violation or breach, or any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Declarant or Developer, or their successors or assigns, of the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach.

3.8.3. Upon the occurrence of any one of the events described in Section 3.8.1, including without limitation failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of such suit, and other fees and expenses together with interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the act; provided, however, that such lien shall be subordinate to the lien of prior encumbrances owned or held by any Bank, insurance company, savings and loan association, or other lender. Where title to the encumbered Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall, to the extent permitted by law, extinguish the lien described in this Section 3.9.3 for any sums which became due prior to the first to occur of (i) the date of the transfer of title, and (ii) the date on which the transferee comes into possession of the Unit. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collections as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the rate announced, from time to time, by the LaSalle National Bank (or its successor) at its corporate base rate or "prime rate" (the "Interest Rate"), but in no event shall the Interest Rate exceed the maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Unit Owner five

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days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to impose a Late Charge for late payments of assessments in an amount to be fixed by a rule adopted by the Board, which late charge shall be considered for purposes an additional assessment.

3.8.4. The Board shall have the power to issue to the defaulting Unit Owner a ten day notice in writing to terminate the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his or her Unit and thereupon an action may be filed by the Board against a defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use, or control the Unit owned by him or her and order that all the right, title, and interest of such defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to the Declaration. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit Ownership 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.

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

3.8.6. All expenses incurred by the Board in connection with any actions, proceedings or self help in connection with its exercise of its rights and remedies under this Article, including without limitation, court costs, reasonable attorney's fees, and all other fees and expenses, and all damages, together with interest thereon at the Interest Rate charged or allowable by law until paid, shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his or her respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his or her additions and improvements thereto and upon all his or her personal property in his or her Unit or located elsewhere on the Property.

3.8.7. Any aggrieved Unit Owner may enforce the provisions of the Declaration, the By-Laws, or any rules or regulations promulgated by the Board by an action at law or in equity against the defaulting Unit Owner (of occupant of his or her Unit) upon a violation or breach

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described in Section 3.9.2 hereof against any person or persons either to restrain such violation or breach or to recover damages.

3.9. Nonuse. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit.

3.10. User Charges. The Board, or the Declarant or Developer, acting pursuant to the Declaration or the Act, may establish, and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board determines should not be allocated among all the Unit Owners in the same manner as the Common Expense. Such user charges may be billed separately to each Unit Owner benefitted thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this section and the Board or the Declarant or Developer may elect to treat all or any portion thereof as Common Expenses.

IN WITNESS WHEREOF, the said 68th Street Condominium Assn., by and through Gloria Bragg, its Treasurer, have signed and attested to the Declaration of Condominium Ownership And By-Laws, Easements, Restrictions And Covenants For The 68th Street Condominium Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005

Gloria Bragg

STATE OF ILLINOIS

COUNT OF COOK

I, Laveda A. Underwood, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Gloria Bragg appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said corporation for the uses and purposes therein set forth; and the said \_\_\_\_\_ then and there acknowledged that s/he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29 day of September, 2005.

Laveda A. Underwood  
NOTARY PUBLIC

My Commission expires:

