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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND
COVENANTS FOR CONDOMINIUM COMMONLY KNOWN AS
BURNHAM WOODS WEST CONDOMINIUM ASSOCIATION**

**LOCATED AT
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661-669 CHAPPELL
CALUMET CITY, ILLINOIS**

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recording to be returned to:**

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE BURNHAM WOODS WEST CONDOMINIUM ASSOCIATION

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR THE BURNHAM WOODS WEST CONDOMINIUM ASSOCIATION

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

This Amended and Restated Declaration of Condominium Ownership was approved on the 26th day of September, 2015, by an instrument in writing signed by no less than two-thirds (2/3) of the Board of Managers of the Association.

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

RECITALS:

The Declaration of Condominium Ownership for the Burnham Woods West Condominium was recorded in Cook County, Illinois on September 9, 1974 as Document No. 22841049 (the "Original Declaration"), thus creating the Burnham Woods West Condominium Association ("Association").

Since the filing of the Original Declaration, the Illinois Condominium Property Act has been amended on numerous occasions. Many of these amendments to the Act contradict or modify provisions of the Declaration. This Amended and Restated Declaration of Condominium Ownership (hereafter "Declaration") is intended to bring the governing documents of the Association into conformance with the Act.

This Amended and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers by execution of this document.

Accordingly, the Declaration is hereby amended and restated to be and read, in its entirety, as follows:

ARTICLE I Definitions

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

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the declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.

Unit Ownership: A part of the property consisting of one unit and the undivided interest in the Common Elements appurtenant thereto.

Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Owner: The person or persons whose estates or interests, individually or collectively aggregate fee simple absolute ownership of a unit.

Original Declaration. The Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Condominium commonly known as Burnham Woods West, recorded with the Cook County Recorder of Deeds on September 9, 1974 as Document Number 22841049.

ARTICLE II Units

1. **Description and Ownership.** All units in the three (3) buildings located on the Parcel are delineated on the two (2) surveys attached to the original Declaration and listed on Exhibit A to this Amended and Restated Declaration and are legally described as follows:

653-1A	661-1A	661-2C	669-1A	669-2C
653-1B	661-1B	661-2D	669-1B	669-2D
653-1A	661-1C	661-3A	669-1C	669-3A
653-2B	661-1D	661-3B	669-1D	669-3B

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653-3A	661-2A	661-3C	669-2A	669-3C
653-3B	661-2B	661-3D	669-2B	669-3D

It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibits "A" and "B" as attached to the original Declaration. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on Exhibit "A" hereto, and every such description shall be deemed good and sufficient for all purposes. Except as otherwise provided in the Condominium Property Act, no unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels different from the whole unit shown on Exhibits "A" and "B" as attached to the original Declaration.

2. Certain Structures Not Constituting Part of a Unit. Except to the extent otherwise provided in this Declaration:

(a) To the extent that perimeter and partition walls, floors or ceilings are designated as the boundaries of the units or of any specified units, all decorating, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces thereof, shall be deemed a part of such units, while all other portions of such walls, floors or ceilings and all portions of perimeter doors and all portions of windows in perimeter walls shall be deemed part of the Common Elements.

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

(c) Subject to the provisions of paragraph (b) above, all space and other fixtures and improvements within the boundaries of a unit shall be deemed a part of that unit.

ARTICLE III **Common Elements**

1. Description. Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the property except the units. Without limiting the generality of the foregoing, the Common Elements shall include the land, all stairways, elevators, halls, courtyards, lobbies, corridors, pipes, ducts, flues, chutes, conduits, wires or other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the units.

2. Ownership of Common Elements. Each owner shall own an undivided interest in the Common Elements as a tenant in common with all the other owners of

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the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The extent or amount of such ownership shall be expressed by a percentage amount, and once determined, shall remain constant, and may not be changed without unanimous approval of all owners. Each unit's corresponding percentage of ownership in the Common Elements is set forth in Exhibit "A" attached hereto.

3. No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership provided, however, that if any unit ownership shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said unit ownership as between such co-owners.

4. Storage Area. The Storage Area in the three (3) buildings outside of the respective Units shall be part of the Limited Common Elements and the exclusive use and possession of individual portions thereof may be allocated among the respective owners. The exclusive use and possession of specified portions of the aforescribed Storage Area allocated to specific unit ownerships may be exchanged between unit ownerships. The use of specific portions of the Storage Area, notwithstanding their allocation to specific unit ownerships as aforescribed, shall remain subject to the rules and regulations applicable to all portions of the Storage Area as the Board may prescribe. However, when the exclusive use and possession of any specified portion of the Storage Area has been allocated to a specific unit ownership, no part thereof may be re-allocated or terminated, except with the express consent of the owner of the unit ownership to whom it has theretofore been allocated or with the approval of voting members holding two-thirds (2/3rds) of the total votes and the substitution thereof of equivalent storage space.

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

ARTICLE IV

General Provisions as to Units and Common Elements

1. Submission of Property to "Condominium Property Act". The property has been submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

2. No Severance of Ownership. No owners shall execute any deed, mortgage, lease, or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of

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ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements.

(a) Encroachments. In the event that, by reason of the construction, settlement or shifting of the three (3) buildings or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the Common Elements, as the case may be, so long as able or any part of the three (3) buildings containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) Utility Easements. All of the public utilities serving the property are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes and wires, and other equipment, into and through the Common Elements for the purpose of providing the property with utility services.

(c) Easements to Run with Land. All easements and rights described herein, and all reciprocal easements with adjoining properties now of record, are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V **Administration**

1. Administration of Property. The direction and administration of the property shall be vested in a Board of Managers (hereinafter referred to as the "Board"),

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consisting of nine (9) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the unit owners; provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. There has been incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois, known as the "BURNHAM WOODS WEST, CALUMET CITY, ILLINOIS CONDOMINIUM", and the direction and administration of the property is vested in the corporation.

2. Voting Rights. There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the owner or one of the group composed of all the owners of a unit ownership, or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the owner or owners. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each owner or group of owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their unit ownership as set forth in Exhibit "A."

3. Meetings.

(a) The presence at any meeting of the voting members having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) Annual Meeting. There shall be an annual meeting of the voting members of the first Tuesday of February of each year at 7:30 p.m. on the property, or at such other reasonable place or time (not more than thirty (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 (10) nor more than thirty (30) days prior to the date fixed for said meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president, a majority of the Board, or by the voting members

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having twenty percent (20%) of the total votes and delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

4. 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 to the Board by him for the purpose of service of such notice, or to the unit of the owner with respect to which such voting right appertains, if no address has been given to the Board.

5. Board of Managers.

(a) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Directors for the forthcoming year, consisting of nine (9) owners. Five (5) members shall constitute a quorum. Members of the Board shall serve without compensation, for a term of one (1) year, or until their successors are elected. Vacancies in the Board may be filled by a two-thirds (2/3) vote of the remaining members thereof. Except as otherwise provided in this Declaration, the property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, a secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all of the duties incident to the office of secretary, and a Treasurer to keep the financial records and books of account.

(c) Any Board Member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3rds) 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 majority vote of the voting members at the same meeting or any subsequent meeting called for that purpose.

(d) Meetings of the Board of Managers shall be open to any unit owner, except for the portion of any meeting held (1) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (2) to consider information regarding appointment, employment or dismissal of an employee, or (3) to discuss violations of rules and regulations of the Association or a unit owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner. Any unit owner may record

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Parcel: The entire tract of real estate above described.

Property: All the land, property and space comprising the parcel, all improvements and structures constructed or contained therein or thereon, including the three (3) buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners.

Unit: A part of the property within the buildings including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, and having lawful access to a public way, and more specifically described hereinafter in Article II.

Common Elements: All portions of the property except the unit.

Limited Common Elements: A portion of the Common Elements so designated in the declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.

Unit Ownership: A part of the property consisting of one unit and the undivided interest in the Common Elements appurtenant thereto.

Person: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Owner: The person or persons whose estates or interests, individually or collectively aggregate fee simple absolute ownership of a unit.

Original Declaration. The Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Condominium commonly known as Burnham Woods West, recorded with the Cook County Recorder of Deeds on September 9, 1974 as Document Number 22841049.

ARTICLE II

Units

1. Description and Ownership. All units in the three (3) buildings located on the Parcel are delineated on the two (2) surveys attached to the original Declaration and listed on Exhibit A to this Amended and Restated Declaration and are legally described as follows:

653-1A	661-1A	661-2C	669-1A	669-2C
653-1B	661-1B	661-2D	669-1B	669-2D
653-1A	661-1C	661-3A	669-1C	669-3A
653-2B	661-1D	661-3B	669-1D	669-3B

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(2) The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the building(s), or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Condominium Property Act, and the rights of the mortgagee of any unit under any standard mortgage clause endorsement to such policies shall,

(1) The Board may engage the services of any bank or trust company, authorized to do trust business in Illinois to act as Trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provision of the Condominium Property Act and this Declaration. The fees of such corporate trustee shall be common expense. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed.

(b) Property insurance (A) on the Common Elements and the units, including the Limited Common Elements and except as otherwise determined by the Board of Managers, the walls, floors, and ceilings of the unit, (B) not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

(a) Water, waste removal, electricity and other necessary utility service for the Common Elements and (if not separately metered or charged) for the units.

6. General Powers of the Board. The Board, for the benefit of all the owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

the proceedings at meetings or portions thereof required to be open by this Act by tape, film or other means; and the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered at least 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 the Declaration, By-Laws, Condominium instrument, or provision of law other than this section before the meeting is convened. Copies of notices of meetings of the Board of Managers shall be posted in entrances, elevators, or other conspicuous places at the Association at least forty-eight (48) hours prior to the meeting of the Board.

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- notwithstanding anything to the contrary herein contained, at all times be subject to the provisions in the Condominium Property Act with respect to the application of insurance proceeds to the reconstruction of the building. Upon request the Board shall provide the mortgagee of any unit with a certificate of insurance.
- (3) Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of proceeds of any policy by the Board or the corporate trustee.
- (c) Finally Bond, Directors and Officers Coverage.
- (1) The Association must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.
- (2) All management companies that are responsible for the funds held or administered by the Association must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.
- (3) For purposes of paragraphs (1) and (2), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.
- (4) The Board of Directors must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by the Declaration. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986 or the Declaration of the Association.
- (d) Contiguous Units, Improvements and Betterments. The insurance maintained under paragraph (b) must include the units, the Limited Common Elements except as otherwise determined by the Board of Managers, and the Common Elements. The insurance need not cover improvements and

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betterments to the units installed by unit owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed by the Developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by unit owners.

(e) Deductibles. The Board of Managers of the Association may, in the case of a claim for damage to a unit or the Common Elements:

- (1) pay the deductible amount as a common expense;
- (2) after notice and an opportunity for a hearing, assess the deductible amount against the owners who caused the damage or from whose units the damage or cause of loss originated; or
- (3) require the unit owners of the units affected to pay the deductible amount.

(f) Other Coverages. With in the discretion of the Board, the Association may carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown that the Board of Managers considers appropriate to protect the Association, the unit owners, or officers, directors, or agents of the Association.

(g) Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to paragraphs (b) above and (l) below must include each of the following provisions:

- (1) Each unit owner and secured party is an insured person under the policy with respect to liability arising out of the unit owner's interest in the Common Elements or membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any unit owner of the Condominium or members of the unit owner's household and against the Association and members of the Board of Managers.
- (3) The unit owner waives his or her right to subrogation under the Association policy against the Association and the Board of Managers.

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

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

(j) Mandatory Unit Owner Coverage. The Board of Managers may, under the Declaration or by rule, require unit owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a unit owner or Association member must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this paragraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the unit owner does not purchase or produce evidence of insurance requested by the Board, the Board may purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

(k) Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, members of the Board, and the manager and managing agent of the buildings, if any, and their respective employees and agents, for damage to the Common Elements, the units, or to any personal property located in the unit 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.

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

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- (m) Worker's compensation insurance to the extent necessary to comply with any applicable laws.
- (n) The services of any person or firm employed by the Board.
- (o) Landscaping, gardening, snow removal, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the units and of the doors and windows appurtenant thereto, which the owner shall paint, clean, decorate, maintain and repair) 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.
- (p) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operations of the property as a first class condominium development or for the enforcement of these restrictions.
- (q) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interests therein of particular owners. Where one or more owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said owners.
- (r) Maintenance and repair of any unit if such maintenance and repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the buildings, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said owner or owners, provided that the Board shall levy a special assessment against such unit owner for the cost of said maintenance or repair. If, due to the act or neglect of a unit owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the Common Elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.
- (s) The Board or its agents may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the owners

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as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(t) Each unit owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any unit, as shown on the plats are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such unit shall be entitled to the exclusive use of such surfaces and such unit owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each such unit owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the units as above provided) and any redecorating of units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

(u) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition or improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of One Thousand Dollars (\$1,000.00) nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3rds) of the total votes.

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

(w) The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the owners and occupants of said Property. Written notice of such rules and regulations shall be given to all owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

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

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

(z) The members of the Board and the officers thereof shall not be liable to the unit owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the unit owners unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the unit owners in the Common Elements. Each agreement made by such members or officers or by the managing agent on behalf of the unit owners shall be executed by such members or officers or the managing agent, as the case may be, as agents for the unit owners.

(aa) In the event of any dispute or disagreement between any unit owners relating to the property or any question of interpretation or application of the provisions of the Declaration, the determination thereof by the Board shall be final and binding on each and all of such unit owners.

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

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

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(dd) Any proxy distributed for Board elections by the Board of Managers must give unit owners the opportunity to designate any person as the proxy holder, and give the unit owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

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

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

- (1) merger or consolidation of the association;
- (2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the association; and
- (3) the purchase or sale of land or of units on behalf of all unit owners.

(gg) The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company. The Association shall be the direct obligee of any such fidelity bond. A management company holding reserve funds of the Association shall at all times maintain a separate account for the Association, provided, however, that for investment purposes, the Board of Managers may authorize a management company to maintain the Association's reserve funds in a single interest bearing account with similar funds of other associations. The management company shall at all times maintain records identifying all moneys of each Association in such investment account. The management company may hold all operating funds of associations which it manages in a single operating account but shall at all times maintain records identifying all moneys of each Association in such operating account. Such operating and reserve funds held by the management company for the

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

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

- (1) the Association's Declaration, By-Laws and plats of survey, and all amendments of these;
- (2) the rules and regulations of the Association, if any;
- (3) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- (4) minutes of all meetings of the Association and its Board of Managers for the immediately preceding seven (7) years;
- (5) all current policies of insurance of the Association;
- (6) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the unit owners have obligations or liabilities;
- (7) a current listing of the names, addresses, and weighted vote of all owners entitled to vote;
- (8) ballots and proxies related to ballots for all matters voted on by the unit owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Managers; and

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(9) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

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

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

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

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

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Association of reproducing the records shall also be charged by the Association to the requesting unit owner.

(mm) Notwithstanding the provisions of subsection (kk) of this Section, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its unit owners:

- (1) documents relating to appointment, employment, discipline, or dismissal of Association employees;
- (2) documents relating to actions pending against or on behalf of the Association or its Board of Managers in a court or administrative tribunal;
- (3) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Managers in a court or administrative tribunal;
- (4) documents relating to common expenses or other charges owed by a unit owner other than the requesting unit owner; and
- (5) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a unit owner other than the requesting unit owner.

(nn) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

ARTICLE VI **Assessments – Maintenance Fund**

1. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each owner shall be obligated to pay to the Board, or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actually expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after the rendering of the accounting.

2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in

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the annual estimate which may become necessary during the year, shall be charged first against such reserve.

3. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the owner shall not constitute a waiver or release in any manner on such 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 owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

4. The Board shall keep full and correct books of account 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. Such records and the vouchers authorizing the payments shall be available for inspection by any owner or any representative of any owner duly authorized in writing, at such reasonable time or times during the normal business hours as may be requested by the owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

5. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners in the percentages set forth in Exhibit "A."

6. If an owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representatives of all owners to enforce collection thereof or to foreclose the lien therefore as hereinafter provided and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable and may be foreclosed by an action brought in the names of the Board of Managers as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the "Condominium Property Act" of Illinois; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of

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any interest therein or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

7. It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the Common Elements, as provided in the Condominium Property Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

8. Amendments to this Article VI shall only be effective upon unanimous written consent of the owners, and their mortgagees. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her unit.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

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

(a) No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each unit shall be used as a residence for a single family and for no other purpose.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.

(c) Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the building or contents thereof, applicable for residential use, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy or shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. Satellite dishes and antennas may only be installed in accordance with Federal law and any applicable rules and regulations of the Board.

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(e) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the Common Elements except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provide further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions upon three (3) days' written notice from the Board.

(f) No noxious or offensive activity shall be carried on in any unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other owners or occupants.

(g) Nothing shall be done in any unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building except as otherwise provided herein.

(h) No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for the purpose.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property.

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

ARTICLE VIII

Sale, Leasing or Other Alienation

1. Sale. Any owner who wishes to sell his unit ownership to any person not related by blood or marriage to the owner shall give to the Board no less than thirty (30) days' prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The members of the Board and their successors in office, acting on behalf of the other unit owners shall at all times have the first right and option to purchase such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the owner may, at the expiration of said thirty-day period and at any time within sixty (60)

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days after the expiration of said period, contract to sell such unit ownership to the proposed purchaser named in such notice upon the terms specified therein.

2. Gift. Any owner who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs at law of the owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days' written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors in office, acting on behalf of the other unit owners, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Board. The Board's option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

3. Devise. In the event any owner dies leaving a will devising his or her unit ownership, or any interest therein, to any person or persons not heirs at law of the deceased owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other unit owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or personal representative, as the case may be. Within (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the unit ownership or interest therein at the price determined by the three

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arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire seven (7) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other unit owners, or their authorized representatives, pursuant to authority given to the Board by the owners as hereinafter provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

4. Involuntary Sale.

(a) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days' written notice to the Board of his intention so to do, whereupon members of the Board and their successors in office, acting on behalf of the other unit owners, shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty-day period.

(b) In the event any owner shall default in the payment of any moneys required to be paid under the provisions of any mortgage or trust deed against his unit ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such unit ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided for in Article VI.

5. Consent of Voting Members. The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior written consent of all of the voting members except the members whose unit or units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other unit owners, may bid to purchase at any sale of a unit ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior unanimous written consent of the voting members whose units are not subject to the sale, which said 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 or interest therein.

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6. Release or Waiver of Option. Upon the written consent of a majority of the Board members, any of the options contained in this Article VIII may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, given or devised free and clear of the provisions of this Article.

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

8. Financing of Purchase Under Option.

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

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

9. Title to Acquired Interests. Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners. Said unit ownerships or interests therein shall be sold or leased by the members of the Board in such manner as the Board shall determine. All of the proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board could levy a special assessment under the terms of paragraph 8(a) of this Article.

10. Rights of Mortgagees. All of the provisions of this Article VIII shall be subject to the rights of any mortgagee.

11. Leasing of Units. No unit shall be leased, nor shall any unit be occupied unless the record title holder or beneficiary of same is one of the occupants.

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ARTICLE IX

Damage or Destruction and Restoration of Building

1. Sufficient Insurance. In the event the improvements forming a part of the property, or any portion thereof, including any unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, that in the event, within thirty (30) days after said damage or destruction, the unit owners elect either to sell the property as hereinafter provided in Article x or to withdraw the property from the provisions of this Declaration, and from the provisions of the Condominium Property Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

2. Insufficient insurance. In the event the property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction, then the provisions of the condominium Property Act in such event shall apply.

3. Repair, restoration or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X

Sale of the Property

The owners by affirmative vote of at least seventy-five percent (75%) of the total vote, at a meeting duly called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any unit owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such unit owner. In the absence of agreement on an appraiser, such unit owner and the Board may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

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ARTICLE XI

Remedies for Breach of Covenants, Restrictions and Regulations

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

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

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to the defaulting owner a 10-day notice in writing to terminate the rights of the said defaulting owner to continue as an owner and to continue to occupy, use or control his unit and thereupon an action in equity may be filed by the members of the Board against the defaulting owner for a decree of mandatory injunction against the owner or occupant or, in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon 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, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

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ARTICLE XII General Provisions

1. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners whose unit ownership is subject to such mortgage or trust deed.
2. Notices required to be given to said Board may be delivered to any member of the Board either personally or by mail addressed to such member at his unit.
3. Notices required to be given any devisee or personal representative of a deceased owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.
4. Each owner, by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed, accepts the same subject to all conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges or every character hereby granted, created, reserved or declare, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.
5. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.
6. The provisions of Article III, Article VI, Section 5 of Article VIII, and this paragraph 6 of Article XII of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the owners and all mortgagees having bona fide liens of record against any unit ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the Board, the owners having at least 3/4ths of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens or record against any unit ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act".

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

8. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one years after the death or the survivor of the now living lawful descendants of Richard J. Daley, Mayor of Chicago, and Richard M. Nixon, President of the United States.

9. The Provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium apartment development.

10. In the event title to any unit ownership is conveyed to a land title-holding trust under the terms of which all powers of management operation and control of the trust property remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such unit ownership. No liability shall be asserted against any such titleholding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or undertaking hereby created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge or lien upon the unit ownership notwithstanding any changes in the beneficial interest of any such trust or transfers of title to such unit ownership.

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Approved at a meeting of the Board of Managers of the
Burnham Woods West Condominium Association held on
September 26, 2025

Gloria D. Williams

Shirley J. VanWinkle

Rose B. Preitt

Sheila E. Kauling

Elizabeth Kerkhof

Anna M. Weber

Rose M. Maggiano

Seloris Black

Jacette B. Nichols

Being a majority of the members of the Board of Managers
of the Burnham Woods West Condominium Association

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EXHIBIT "A" TO
AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS AND COVENANTS FOR
CONDOMINIUM COMMONLY KNOWN AS
BURNHAM WOODS WEST

LOCATED AT
653 CHAPPELL and
661-669 CHAPPELL
CALUMET CITY, ILLINOIS

LEGAL DESCRIPTION

Lots 12, 13 and the North 15 Feet of Lot 14 in Block 2 in Pullman's Subdivision, being a Subdivision of part of the West 2/3 of the East 1/2 of the South West 1/4 of Section 12, Township 36 North, Range 14, East of the Third Principal Meridian, lying South of the Center Line of Michigan City Road, according to the plat thereof recorded, as Document 8994419 in Cook County, Illinois, and also,

Lot 14 (except the North 15 feet thereof) and all of Lots 15, 16, 17, 18, and 19 in Block 2 in Pullman's Subdivision being a Subdivision of part of the West 2/3 of the East 1/2 of the South West 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian lying South of the Center Line of Michigan City Road according to the Plat thereof recorded as Document 8994419 in Cook County, Illinois,

Consisting of three buildings located in the City of Calumet City, County of Cook and State of Illinois, and more commonly known as follows:

Street Address	Unit No.	Percentage Interest in Common Elements	Permanent Index Number
653 Chappell	653-1A	.0319	29-12-322-034-1001
653 Chappell	653-1B	.0345	29-12-322-034-1002
653 Chappell	653-2A	.0345	29-12-322-034-1003
653 Chappell	653-2B	.0345	29-12-322-034-1004
653 Chappell	653-3A	.0345	29-12-322-034-1005
653 Chappell	653-3B	.0345	29-12-322-034-1006
661 Chappell	661-1A	.0337	29-12-322-034-1007
661 Chappell	661-1B	.0337	29-12-322-034-1008
661 Chappell	661-1C	.0314	29-12-322-034-1009
661 Chappell	661-1D	.0314	29-12-322-034-1010
661 Chappell	661-2A	.0337	29-12-322-034-1011
661 Chappell	661-2B	.0337	29-12-322-034-1012
661 Chappell	661-2C	.0337	29-12-322-034-1013
661 Chappell	661-2D	.0337	29-12-322-034-1014

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Street Address	Unit No.	Percentage Interest in Common Elements	Permanent Index Number
661 Chappell	661-3A	.0332	29-12-322-034-1015
661 Chappell	661-3B	.0332	29-12-322-034-1016
661 Chappell	661-3C	.0332	29-12-322-034-1017
661 Chappell	661-3D	.0332	29-12-322-034-1018
669 Chappell	669-1A	.0314	29-12-322-034-1019
669 Chappell	669-1B	.0314	29-12-322-034-1020
669 Chappell	669-1C	.0337	29-12-322-034-1021
669 Chappell	669-1D	.0337	29-12-322-034-1022
669 Chappell	669-2A	.0337	29-12-322-034-1023
669 Chappell	669-2B	.0337	29-12-322-034-1024
669 Chappell	669-2C	.0337	29-12-322-034-1025
669 Chappell	669-2D	.0337	29-12-322-034-1026
669 Chappell	669-3A	.0332	29-12-322-034-1027
669 Chappell	669-3B	.0332	29-12-322-034-1028
669 Chappell	669-3C	.0332	29-12-322-034-1029
669 Chappell	669-3D	.0332	29-12-322-034-1030
		100.0000	

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EXHIBIT B

CERTIFICATION AS TO OWNER NOTIFICATION

I, Gloria S. Williams, state that I am an officer of the Board of Managers of the Burnham Woods West Condominium Association and that a copy of the foregoing Amended and Restated Declaration of Condominium was either delivered personally to each Unit Owner at the Association or was sent by regular U.S. Mail, postage prepaid on 9-27, 2005 to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Managers for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amended and Restated Declaration of Condominium Ownership.

By: Burnham Wood West Condo.
Title: President

Date: 10-29-005, 2005