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Cook County Recorder of Deeds
Date: 04/10/2007 02:34 PM Pg: 1 of 49

THIS DOCUMENT HAS BEEN
PREPARED BY, AND AFTER
RECORDATION SHOULD BE
RETURNED TO:

Michael C. Kim & Associates
19 South LaSalle Street
Suite 303
Chicago, Illinois 60603
Attn: Courtlan L. Coppler

PREAMBLE TO THE
AMENDED, CONSOLIDATED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
2680-82 BURLING CONDOMINIUM

WHEREAS, the Declaration of Condominium Ownership for 2680-82 Burling Condominium (hereafter referred to as "Declaration") was recorded on July 17, 1981 as Document No. 25941142 in the Office of the Recorder of Deeds of Cook County, Illinois (hereafter referred to as "Recorder of Deeds") against the property legally described as follows:

Units 1-N, 1-S, 2-N, 2-S, 3-N, and 3-S, along with their respective percentages of ownership in the Common Elements, as delineated on survey of Lots 63 and 64 in Block 2 in Deming's Subdivision of out lot "E" in Wrigwood, a subdivision of the Southwest quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois which survey is attached as Exhibit "A" to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 25941142.

Commonly Known As: 2680-82 North Burling Street
Chicago, Illinois 60614

Permanent Index Numbers: 14-28-302-049-1001 through 14-28-302-049-1006

WHEREAS, provisions of the Act establish certain requirements which the Association is required by law to follow, and with which the present Declaration is either incomplete or in conflict;

WHEREAS, because of this incompleteness or conflict between the language of the Declaration and the Act, there is the likelihood that confusion, illegal action, or litigation

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could result imposing needless financial expense on the Association and individual unit owners and possibly also calling into question the validity of actions of the Board of Managers of the Association;

WHEREAS, Section 27(b)(1) of the Act provides a procedure for amending the Declaration to correct omissions and other errors in the Declaration;

WHEREAS, this Amended, Consolidated and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of the Association at a duly called meeting held February 26, 2007;

WHEREAS, the requisite number of unit owners failed to submit a written petition to the Board of Managers within thirty days of the Board of Managers' action, as provided by Section 27(b)(2) of the Act;

WHEREAS, the Declaration has been amended from time to time by the following documents (hereafter referred to as the "Amendments") recorded with the Recorder of Deeds:

<u>Document No.</u>	<u>Recording Date</u>	<u>Amends</u>
0603234091	February 1, 2006	Declaration & Plat
0709531024	April 5, 2007	Declaration

WHEREAS, the Board of Managers of 2680-82 Burling Condominium (hereafter referred to as the "Board") recognizes the burden and practical difficulty on the Board and the Unit Owners and others in reviewing, consulting and referring to the Declaration and the Amendments;

WHEREAS, the Board desires to prepare, and has caused to be prepared, a single document consolidating the Amendments and the Declaration into one document (hereafter referred to as the "Amended, Consolidated and Restated Declaration") which provides the Board, Unit Owners and others with a convenient document that restates the Declaration and reflects the accumulated Amendments for ease of reference.

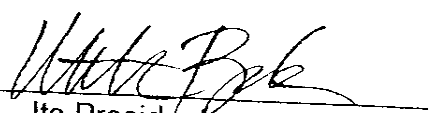
WHEREAS, the Amended, Consolidated and Restated Declaration truly and accurately reflects the Declaration as amended from time to time by the Amendments; and

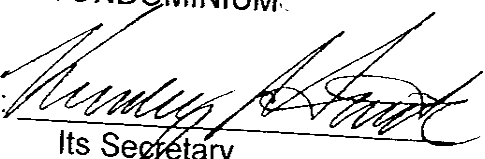
WHEREAS, the Board desires to record the Amended, Consolidated and Restated Declaration in order to memorialize its action.

NOW, THEREFORE, in furtherance of the foregoing recitals, the attached Amended, Consolidated and Restates Declaration is being recorded for the above stated purposes.

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BOARD OF MANAGERS OF 2680-82 BURLING CONDOMINIUM.

By: 
Its President

Attest: 
Its Secretary

THIS PREAMBLE IS NOT PART OF THE AMENDED, CONSOLIDATED AND
RESTATED DECLARATION OF 2680-82 BURLING CONDOMINIUM.

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AMENDED, CONSOLIDATED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP AND BYLAWS
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR
2680-82 BURLING CONDOMINIUM

THIS IS AN AMENDMENT, CONSOLIDATION AND RESTATEMENT OF A
DECLARATION made and entered into by

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

as Trustee under Trust Agreement dated March 16, 1981, and known as Trust No. 52270 and not individually, for convenience hereinafter referred to as the "Trustee":

WITNESSETH THAT:

WHEREAS, the Trustee is the legal title holder of the following described real estate in the City of Chicago, County of Cook, and State of Illinois:

LOTS 63 AND 64 IN BLOCK 2 IN DEMING'S SUBDIVISION OF OUT LOT "E" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHEREAS, it is the desire and intention of the trustee to enable the Property (as hereinafter defined) which includes, but is not limited to, said real estate together with the building, structure, improvements, and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto to be owned by Trustee and by each successor in interest of Trustee, under that certain type or method of ownership commonly known as "CONDOMINIUM," and to submit the Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time; and

WHEREAS, the Trustee, acting under direction of the parties authorized to direct the Trustee, has elected by this Declaration to establish, for the benefit of such Trustee and for the mutual benefit of all further unit owners or occupants of the Property, or any part thereof, which shall be known as

2680-82 BURLING CONDOMINIUM, or such other name as may be subsequently adopted pursuant to the Act by the developer or the Board, certain easements and rights in, over, and upon said real estate and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance thereof; and

WHEREAS, the Trustee has further elected by this Declaration to declare that the several unit owners, occupants, mortgagees, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges, and restrictions hereinafter

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set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of such Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

NOW THEREFORE,

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO,

as Trustee aforesaid and not individually, as the legal title holder heretofore described, and for the purposes above set forth, DECLARE AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

- (a) "Act" means the "Condominium Property Act," as amended from time to time, of the State of Illinois.
- (b) "Declaration" means the instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.
- (c) "Parcel" means the parcel or tract of real estate land, described in the Declaration, submitted to the provisions of the Act.
- (d) "Property" means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of this Act.
- (e) "Unit" means a part of the Property designed and intended for any type of independent use.
- (f) "Common Elements" means all portions of the Property except the units, including Limited Common Elements unless otherwise specified.
- (g) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (h) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit.

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- (i) "Majority" or "majority of the unit owners" means the owners of more than one-half (1/2) in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.
- (j) "Plat" means a plat or plats of survey of the Parcel and of all units in the Property submitted to the provisions of this Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units.
- (k) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the declaration, bylaws, and plat.
- (l) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board of Managers of the Unit Owner's Association.
- (m) "Reserves" means those sums paid by unit owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the condominium instruments.
- (n) "Unit Owners' Association" or "Association" means the association of all unit owners, acting pursuant to bylaws through its duly elected Board of Managers.
- (o) "Purchaser" means any person or persons other than the developer who purchase a unit in a bona fide transaction for value.
- (p) "Developer" means 2680-82 Burling Partnership, a limited partnership.
- (q) "Limited Common Elements" means 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.
- (r) "Building" means all structures, attached or unattached, containing one or more units.
- (s) "Parking Areas" means the areas provided for parking automobiles as shown or referred to on the plat.
- (t) "Parking Space" means a portion of the parking area intended for the parking of a single automobile.
- (u) "Occupant" means a person, or persons, other than a unit owner, in possession of one or more units.

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(v) "Voting Member" means the person entitled to exercise all voting power in respect to each unit ownership.

ARTICLE II

UNITS

1. Description. All units located on the property are delineated on the survey, referred hereto as Exhibit "A" and made a part of the declaration and are legally described as follows:

UNITS 1-N, 1-S, 2-N, 2-S, 3-N, 3-S.

as delineated on the plat of survey of the following described parcel of real estate:

LOTS 63 AND 64 IN BLOCK 2 IN DEMING'S SUBDIVISION OF OUT LOT "E" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which survey is attached as Exhibit "A" in the Declaration of Condominium recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 25941142.

It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a unit in the delineation thereof in Exhibit "A". The legal description of each unit shall consist of the identifying number or symbol of such unit followed by the legal description of the Property, as shown on Exhibit "A". Except as provided by the Act, no unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause the unit to be separated into any tracts or parcels different from the whole unit as shown on Exhibit "A".

2. Certain Structures Not Constituting Part of a Unit. No structural components of the building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts situated within a unit and forming part of any system serving one or more other units, nor the common elements, shall be deemed part of said 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, outside walks and driveways, landscaping, stairways, entrances and exits, halls, lobby, corridors, laundry, elevators and shafts, steam room, meeting room, basement, roof,

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structural parts of the building, component parts of walls, floors and ceilings, and pipes, ducts, flues, shafts, and public utility lines serving the common elements or more than one unit.

2. Ownership of Common Elements. Each unit owner shall own an undivided interest in the common elements as a tenant in common with all the other unit owners of the Property, and, except as otherwise limited in the 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. Such right shall extend to each unit owner, and the agents, servants, tenants, family members, and invitees of each unit owner. Each unit owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant and may not be changed without unanimous approval of all unit owners, unless hereafter changed by recorded amendment to this declaration consented to in writing by all unit owners. The trustee has so determined each unit's corresponding percentage of ownership in the common elements as set forth in Exhibit "B" attached hereto, and each unit owner accepts such determination.

3. Limited Common Elements. Except as otherwise in this declaration provided, the limited common elements shall consist of all portions of the common elements set aside and allocated for the restricted use of particular units. Without limiting the generality of the foregoing, the limited common elements shall include the following, all of which are indicated as such on the plat: parking area and parking spaces, and storage areas.

4. Assignment of Limited Common Elements. Parking spaces and storage areas shall be assigned to the unit owners as shown in Exhibit "A" and Exhibit "B".

5. Transfer of Limited Common Elements. The use of limited common elements may be transferred between unit owners at their expense, provided that the transfer may be made only in accordance with the condominium instruments and the provisions of this declaration. Each transfer shall be made by an amendment to the declaration executed by all unit owners who are parties to the transfer and consented to by all other unit owners who have any right to use the limited common elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board of Managers. The amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board of Managers shall decide such reapportionment. No transfer shall become effective until the amendment has been recorded.

Rights and obligations in respect to any limited common element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

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ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to Provisions of Act. The property is hereby submitted to the provisions of the Act.
2. No Severance of Ownership. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to the unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the letter is not expressly mentioned or described therein.
3. Easements. (a) Encroachments. If any portion of the common elements encroaches upon any unit, or if any unit encroaches upon any portion of the common elements or any other unit as a result of the construction, repair, reconstruction, settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the common elements and the respective unit owners involved to the extent of any unit owner who creates an encroachment by his intentional, willful or negligent conduct or that of his agent.
3. Easements. (b) Utility Easements. The Illinois Bell Telephone Company, Commonwealth Edison Company and all other public utilities serving the property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the property, into and through the common elements, and the units, where reasonably necessary for the purpose of providing utility services to the property.
4. Easements and Rights to Run with Land. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to benefit of and be binding on the trustee, its successors and assign, and any unit owner, purchaser, mortgagee, and other person having an interest in the property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this article, or described in any other part of this declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such unit ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V

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COMMON EXPENSES, MORTGAGES, AND REAL ESTATE TAXES

1. Common Expenses. Each unit owner shall pay his proportionate share of the common expenses of administration, maintenance, and repair of the common elements and of any other expenses incurred in conformance with the declaration and bylaws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each unit owner shall be in the same ratio as his percentage of ownership in the common elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the bylaws. If any unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such unit owner in the property as provided in the Act.
2. Separate Mortgages. Each unit owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective unit together with his respective ownership interest in the common elements. No unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the property or any part thereof, except only to the extent of his unit and his respective ownership interest in the common elements.
3. Separate Real Estate Taxes. It is understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. 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.

ARTICLE VI

INSURANCE

1. Fire and Hazard Insurance. The Board of Managers shall acquire as a common expense, a policy or policies of insurance insuring the common elements and the units against loss or damage from fire, lightning and other hazards contained in the customary fire and extended coverage, vandalism, and malicious mischief endorsements for the full insurable replacement value of the common elements and the units written in the name of and the require a provision in such policy that the proceeds thereof shall be payable to the members of the Board, as trustees for each of the unit owners, in the percentages established in Exhibit "B".

All said policies of insurance (1) shall contain standard mortgage clause endorsements in favor of the mortgagee or mortgagees of each unit, if any, as their respective interest may appear, (2) shall provide that the insurance, as to the interest of

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the Board, shall not be invalidated by any act or neglect of any unit owner, (3) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefore, such option shall not be exercisable in the event the unit owners elect to sell the property or remove the property from the provisions of the Act, (4) shall contain an endorsement to the effect that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days' prior written notice to the mortgagee of each unit, (5) shall contain a clause or endorsement whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the trustee, the developer, the managing agent, if any, their respective employees and agents and the unit owners and occupants, and (6) shall contain a "Replacement Cost Endorsement." The proceeds of such insurance shall be applied by the Board or by the corporate trustee or agent on behalf of the Board for the reconstruction of the building or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the building. The Board may engage the services of and such insurance may be payable to a bank or trust company authorized to do, execute, and accept trusts in Illinois to act as insurance trustee, or an agent or depositary as an alternative to acting as trustee, and to receive and disburse the insurance proceeds resulting from any loss upon such terms as the Board shall determine consistent with the provisions of the declaration. The fees of such bank or trust company shall be common expenses.

In the event of any loss in excess of \$50,000.00 in the aggregate, at the Board's discretion or request of any unit owner, the Board shall solicit bids from reputable contractors.

Payment by an insurance company to the Board or to such corporate trustee or agent of the proceeds of any policy, and the receipt of release from the Board or such corporate trustee or agent 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 or agency agreement 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 the proceeds of any policy by the Board or the corporate trustee.

Each unit owner shall inform the Board in writing of additions, alterations or improvements made by said unit owner to his unit and the value thereof which value shall be included in the full replacement insurable cost for insurance purposes. If a unit owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the unit owner shall be responsible for such penalty.

2. Property Insurance. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed,

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unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

3. Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy required to be maintained by the Association 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 dispersed 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.

4. Primary Insurance. If at the time of a loss under the Association's 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.

5. Deductible. The Board of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Unit the damage originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

6. Appraisal. The full, insurable replacement cost of the property, including the units and common elements, shall be determined from time to time (but not less frequently than once in any twelve-month period) by the Board. The Board shall have

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the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

7. Public Liability and Property Damage Insurance. The Board of Managers shall acquire, as a common expense, and shall have the authority and duty to obtain, comprehensive public liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the property in amounts deemed sufficient in the judgment of the Board of Managers, insuring the Board of Managers, the unit owners association, the management agent, and their respective employees, agents, and all persons acting as agents. The developer shall be included as an additional insured in his capacity as unit owner and board member. No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes 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 \$1,000,000.00, 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.

8. Insured Parties, Waiver of Subrogation. Property and general liability insurance policies required to be carried by the Association must include each of the following provisions: (a) 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; (b) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or member of the Unit Owner's household and against the Association and members of the Board; and (c) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

9. Workmen's Compensation and Other Insurance. The Board of Managers shall acquire, as a common expense, worker's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain.

10. Directors and Officers Coverage. The Board must obtain director and officers liability coverage at a level deemed reasonable by the Board. 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 this Declaration and Bylaws of the Association.

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11. Fidelity Bond. 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. 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. For purposes of this paragraph, the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.
12. Mandatory Unit Owner Coverage. The Board may, if permitted under the Declaration and Bylaws or by rule, require condominium 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 a Unit Owner does not purchase or produce evidence of insurance requested by the Board, the directors 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.
13. Certificates of Insurance. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, the Board, and its managing agent as additional insured parties.
14. Waiver. Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, the association, its officers, members of the Board, the declarant, the manager and managing agent of the building, if any, and their respective employees and agents, for damage to the common elements, the units, or to any personal property located in the units or common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.
15. Notice. The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this article.

ARTICLE VII

ADMINISTRATION AND OPERATION

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1. Administration. The administration of the property shall be vested in the Board of Managers consisting of the number of persons, and who shall be elected in the manner, provided in the bylaws contained herein, as Articles XIV, XV, XVI, XVII, and XVIII. The developer, after the recording of this declaration, shall cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as "the Association") under the name of 2680-82 BURLING CONDOMINIUM ASSOCIATION," or a similar name, which corporation shall be the governing body for all the unit owners for the maintenance, repair, replacement, administration, and operation of the common elements and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act.
2. Duties and Powers of the Association. The unit owners' association is responsible for the overall administration of the property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the bylaws, and this declaration; provided, however, that (i) the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this declaration, the Articles of Incorporation and the bylaws on the other hand. (ii) the terms and provisions of this declaration shall control in the event of any inconsistency between this declaration, on the one hand, and the Articles of Incorporation and the bylaws on the other hand.
3. Indemnity. The members of the Board and the officers thereof or of the association 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 on behalf of the unit owners or the association 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 or the association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the unit owners or for the association.
4. Board's Determination Binding. 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 or bylaws, the determination thereof by the Board shall be final and binding on each and all of such unit owners.
5. Administration of Property Prior to Election of Initial Board of Managers. Until the election of the initial Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by the Act and in the declaration and bylaws shall be held and performed by

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the developer. The election of the initial Board of Managers shall be held not later than sixty (60) days after the conveyance by the developer of three-fourths (3/4) of the units or three (3) years after the recording of the declaration, whichever is earlier. If the initial Board of Managers is not elected by the unit owners at the time so established, the developer shall continue in office for a period of thirty (30) days whereupon written notice of his resignation shall be sent to all of the unit owners entitled to vote at such election.

Within sixty (60) days following the election of a majority of the Board of Managers other than the developer, the developer shall deliver to the Board of Managers:

- (1) All original documents pertaining to the property and its administration such as the declaration, bylaws, Articles of Incorporation, condominium instruments, minutes, and code of regulations;
- (2) A detailed accounting by the developer, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance, and operation of the property;
- (3) Association funds, which shall have been at all times segregated from any other moneys of the developer;
- (4) A schedule of all personal property, equipment and fixtures belonging to the association, including documents transferring the property;
- (5) Any contract, lease, or other agreement made prior to the election of a majority of the Board of Managers other than the developer by or on behalf of unit owners.

ARTICLE VIII

MAINTENANCE, ALTERATIONS, DECORATING

1. Maintenance, Repairs, and Replacements. Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own unit. Maintenance, repairs and replacements of the common elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board.

The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the property or common elements, rather than against a particular unit and its corresponding percentage of ownership in the common elements. When less than all the unit owners are responsible for the existence of any such lien, the unit owners responsible shall be jointly and severally liable for the amount necessary to discharge

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the same and for all costs and expenses (including attorneys' fees) incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any unit is necessary to protect the common elements or any other portion of the building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such unit owner, which notice may be served by delivering a copy thereof to any occupant of such unit, or by mailing the same by certified or registered mail addressed to the owner at the unit. If such unit owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice (or any extension thereof approved by the Board), the Board may cause such maintenance and repair to be performed at the expense of such unit owner.

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.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 1. All expenses which, pursuant to this Section 1, are chargeable to any unit owner, may be specifically assessed to such unit owner and shall be payable by such unit owner as prescribed by the Board.

2. Limited Common Elements. Any charge or expense in connection with expenditures for the limited common elements shall be assessed only against that unit to which the limited common elements are assigned.

3. Alterations, Additions or Improvements. No alterations of any common elements or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Board. Any unit owner may make alterations, additions, and improvements within his unit without the prior written approval of the Board, but in any event such unit owner shall be responsible for any damage to other units, the common elements, or the property as a result of such alterations, additions or improvements. 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. A Unit Owner owning 2 or more units shall have the right, subject to such reasonable limitations as the condominium instruments may impose, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any common element or unit. The Unit Owner shall notify the Board of the nature of the removal or alteration at least 10 days prior to commencing work.

4. Decorating. 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

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painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps, and other furnishings and interior decorating. 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, repairs or replacement work on the common elements by the Board, shall be furnished by the Board as part of the common expenses.

ARTICLE IX

THE ROOF AREA

Two existing skylights currently installed in the roof and depicted on the Plat as serving Unit 3N exclusively are hereby designated as Limited Common Elements for Unit 3N, and the owner of Unit 3N shall be responsible for all maintenance, repair and replacement of said skylights. The rest of the roof area is a part of the general common elements.

ARTICLE X

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 units, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, 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, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the unit owners shall elect either to sell the property as hereinafter provided in Article XII hereof or to withdraw the property from the provisions of this declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all unit owners according to each unit owner's percentage of ownership in the common elements as set forth in Exhibit "B", after first paying out the share of each unit owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

2. Insufficient Insurance. (a) If the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred and

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eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

- (i) The property shall be deemed to be owned in common by the unit owners;
- (ii) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements;
- (iii) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and
- (iv) The property shall be subject to an action, for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

2. Insufficient Insurance. (b) In the case of damage or other destruction in which fewer than one-half (1/2) of the units are rendered uninhabitable, upon the affirmative vote of not fewer than three-fourths (3/4) of the unit owners voting at a meeting called for that purpose, the building or other portion of the property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any. At such meeting the Board of Managers, or its representative, shall present to the members present an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each unit owner.

2. Insufficient Insurance. (c) In the case of damage or other destruction, upon the affirmative vote of not fewer than three-fourths (3/4) of the unit owners voting at a meeting called for that purpose, any portion of the property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any unit or portion thereof, the percentage of interest in the common elements appurtenant to such unit or portion thereof shall be reallocated among the remaining units on the basis of the percentage of interest of each remaining unit. If only a portion of a unit is withdrawn, the percentage of interest appurtenant to that unit shall be reduced accordingly, upon the basis of diminution in market value of the unit, as determined by the Board of Managers. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining unit owner shall be on an equitable basis, which need not be a unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each unit owner's percentage interest therein. Any proceeds available from

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the withdrawal of any limited common elements, will be distributed in accordance with the interest of those entitled to their use.

3. Cessation of Common Expenses. Upon the withdrawal of any unit or portion thereof, the responsibility for the payment of assessments on such unit or portion thereof by the unit owner shall cease.

ARTICLE XI

EMINENT DOMAIN

1. Reallocation of Common Elements and Condemnation Award. Upon the withdrawal of any unit or portion thereof due to eminent domain, the percentage of interest in the common elements appurtenant to such unit or portion thereof shall be reallocated among the remaining units on the basis of the percentage of interest of each remaining unit. If only a portion of a unit is withdrawn, the percentage of interest appurtenant to that unit shall be reduced accordingly, upon the basis of diminution of market value of the unit, as determined by the Board of Managers. The allocation of any condemnation award or other proceeds to any withdrawing or remaining unit owner shall be an equitable basis, which need not be a unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the common elements, not necessarily including the limited common elements, shall be allocated on the basis of each unit owner's percentage interest therein. Proceeds available from the withdrawal of any limited common element will be distributed in accordance with the interests of those entitled to their use.

2. Cessation of Common Expenses. Upon the withdrawal of any unit or portion thereof, the responsibility for the payment of assessments on such unit or portion thereof by the unit owner shall cease.

ARTICLE XII

SALE OF THE PROPERTY

The unit owners through the affirmative vote of voting members leaving at least three-fourths (3/4) of the total votes, at a meeting duly called for such purposes, may elect to sell the property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any unit ownership entitled to notice under Section 1 of Article XIX of this declaration. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner or 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

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equivalent to the fair market value of his interest, as determined by arbitration as hereinafter provided, less the amount of any unpaid assessments or charges due and owing from such unit owner. In the absence of agreement on the fair market value of such interest, such unit owner and the Board shall each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such unit owner and the Board, and the Board's share shall be a common expense.

ARTICLE XIII

BYLAWS

The provisions of Articles XIV, XV, XVI, XVII, and XVIII shall constitute the bylaws of the association and the bylaws prescribed by the Act.

ARTICLE XIV

BOARD OF MANAGERS

1. Board of Managers (Board of Directors). (a) The direction and administration of the property shall be vested in a Board of Managers, consisting of six (6) persons who shall be appointed or elected in the manner herein 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 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. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time.

1. Board of Managers (Board of Directors). (b) Each unit shall designate one (1) representative to serve on the Board of Managers, which representative must be an owner of the Unit. Members of the Board shall not receive compensation for their services unless expressly authorized by the Board with the approval of no less than two-thirds (2/3) of the Unit Owners. 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 provided a quorum exists. A majority of the total number of the director positions of the Board shall constitute a quorum. For example, if the Board consists of six (6) positions, then a minimum of four (4) directors must be present for a quorum to exist and all matters up for vote must receive a majority of those votes in order for the Board to approve such matter. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt. The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all

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candidates are made and all candidates are given an opportunity to include biographical information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. 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 adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot. 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. In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers and to be elected to and serve on the Board of Managers unless the seller expressly retains in writing any or all such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this section, "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Sell Dwelling Structures", approved August 11, 1967 as amended (765 ILCS 75/1). A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution. Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder and 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. Officers and Board members may succeed themselves. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, may be filled by a two-thirds (2/3) vote of the remaining Board Members, until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. A meeting of the Unit Owners shall be called for the purpose of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

1. Board of Managers (Board of Directors). (c) If a rule is adopted at least 120 days before a Board election or the Declaration or Bylaws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, Bylaws, or rule; that the ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board

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shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots; that the deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners; that every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot; that a ballot received by the Association or its designated agent after the close of voting shall not be counted; that a Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, Bylaws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner; and if a written petition by Unit Owners with at least 20% of the votes of the Association is delivered to the Board within 14 days after the Board's approval of a rule adopted pursuant to this subsection, the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition; that unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

1. Board of Managers (Board of Directors). (d) 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; a treasurer to keep the financial records and books of account; and such additional officers as the Board shall set fit to elect. Any officer 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 for the unexpired term of office at any meeting thereof.

1. Board of Managers (Board of Directors). (e) Any Board members may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) 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 any subsequent annual meeting or special meeting called for that purpose.

1. Board of Managers (Board of Directors). (f) The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August, and November and at such other times as the Board deems necessary. Special meetings of the Board of Managers can be called by the President or twenty-five percent (25%) of the members of the Board. Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association

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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 the proceedings at meetings or portions thereof required to be open by tape, film, or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators, or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

2. General Powers of the Board. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:

(a) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(2)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action to approve the expenditure, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the expenditure; unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the expenditure, it is ratified;

(b) Preparation, adoption, and distribution of the annual budget for the property.

(c) Levying and expending of assessments.

(d) Collection of assessments from unit owners.

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- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing, and otherwise dealing with units conveyed to or purchased by it.
- (h) 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 discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the property.
- (j) To have access to each unit from time to time as may be necessary for the maintenance, repair, or replacement of any common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.
- (k) To pay 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 and levied upon the real property of the condominium.
- (l) To impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association.
- (m) To record the dedication of a portion of the Common Elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Condominium Property Act.
- (n) To record the granting of an easement for the laying of cable television where authorized by the Unit Owners under the provisions of the Section 14.3 of the Condominium Property Act, and to obtain, if available and determined by the Board to be in the best interests of the Association, cable television service for all of the Units of the condominium on a bulk identical service and equal cost per Unit; and to assess and

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recover the expense as a common expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit.

(o) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act 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 and assessing body.

(p) To reasonably accommodate the needs of a handicapped Unit Owner as required by the federal Civil Rights Act of 1968, the Human Rights Act and any applicable local ordinances, in the exercise of its powers with respect to use of the Common Elements or approval of modifications in an individual Unit.

(q) To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the common elements. The Board may establish and maintain a system of master metering of public utility services and collect payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

(r) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the common elements (but not including the windows and glass doors appurtenant to the units, if any, and the interior surfaces of the units and of the hallway doors appurtenant thereto, 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.

(s) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this declaration or bylaws of which, in its opinion, shall be necessary or proper for the maintenance and operation of the property, as a first-class condominium apartment building or for the enforcement of these restrictions.

(t) To pay any amount necessary to discharge any mechanic's 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 interests therein of particular unit owners. Where one or more unit 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 unit owners.

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(u) To maintain and repair any unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements or any other portion of the building, and a unit owner of any unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said unit owner, provided that the Board shall levy a special assessment against such unit owner for the cost of said maintenance or repair.

(v) 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. 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.

(w) 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 any structural alterations, additions to, or improvements of the common elements (other than for purposes of replacing or restoring portions of the common elements, subject to all the provisions of this declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of at least five-sixths (5/6) of the total number of Board members.

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

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

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

3. Contracts with Board Members. 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

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provision, a Board member's immediate family means the Board member's spouse, parent, and children.

ARTICLE XV

MEMBERS (UNIT OWNERS)

1. 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 voting members shall be the unit owner or one of the group composed of all the unit owners of a unit ownership or may be some person designated by such unit owners to act as proxy on his or their behalf and who need not be a unit owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the unit owner or unit owners. Any or all unit owners of a unit ownership, and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the unit ownership 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 unit owner or group of unit owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the common elements applicable to his or their unit ownership as set forth in Exhibit "B". The trustee shall designate the voting member with respect to any unit ownership owned by the trustee. The association shall have one class of membership only and that nothing contained in these condominium instruments shall permit or allow different classes of membership among the unit owners. Where there is more than one owner of a Unit, if only one of the multiple owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement when any one of the multiple owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

2. Meetings. (a) Meetings of the voting members shall be held at the property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members of at least a majority of the voting members and voting members having at least a majority 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 represented at such meeting.

2. Meetings. (b) The initial meeting of the voting members shall be held upon written notice, not less than ten (10) or more than thirty (30) days' notice given by the trustee or developer. Said initial meeting shall be held not later than sixty (60) days

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after the conveyance by the developer of 75% of the units or three (3) years after the recording of the declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the voting members on the first Wednesday of November following such initial meeting and on the first Wednesday of each succeeding November thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. One of the purposes of the annual meeting shall be to elect members of the Board of Managers.

2. Meetings. (c) 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 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 (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the voting members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

3. Notices of Meetings. Written notice of any membership meeting shall give Unit Owners no less than ten (10) and no more than thirty (30) days notice of the time, place and purpose of such meeting. Notices of meetings required to be given herein shall be delivered either personally or by mail to the person entitled to vote thereat, addressed to each such person at the address given by him 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.

4. Miscellaneous. (a) No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all of the property and assets of the Association; and the purchase or sale of land or of units on behalf of all unit owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of unit owners, unless a greater percentage is otherwise provided for in the declaration.

4. Miscellaneous. (b) When thirty percent (30%) or fewer of the units, by number, possess over fifty percent (50%) in the aggregate of the votes in the association, any percentage vote of members specified in the condominium instruments, or the Act, shall require instead the specified percentage by number of units rather than by percentage of interest in the common elements allocated to units that would otherwise be applicable.

4. Miscellaneous. (c) A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the

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Act, the condominium instruments, or rules and regulations of the Association; and such an attempted assignment, delegation, transfer, surrender, or avoidance shall be deemed void.

ARTICLE XVI

ASSESSMENTS – MAINTENANCE FUND

1. Estimated Annual Budget and Assessments. (a) Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all common expenses 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 a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each unit owner's proposed common expense assessment. Each unit owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes; the annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the common elements, if any. The "estimated annual budget" shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements as set forth in Exhibit "B" attached hereto. Each unit owner shall receive notice in the same manner as is provided in this declaration for membership meetings, or any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said meetings of the Board of Managers shall be open to any unit owner, and that notice of such meeting shall be posted at least forty-eight (48) hours prior thereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, said unit owner jointly and severally shall be personally liable for and obligated to pay the Board or as it may direct one-twelfth (1/12) of the assessment against his unit ownership made pursuant to this section. On or before April 1 of each calendar year following the year in which the initial meeting is held, the board shall supply to all unit owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each unit owner's percentage of ownership in the common elements to the next monthly installments due from unit owners under the current year estimate, until exhausted, and any net shortage shall be added according to each unit owner's percentage of ownership in the common elements to the installments due in the succeeding six (6) months after rendering of the accounting.

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1. Estimated Annual Budget and Assessments. (b) Except as provided in subsection (e) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board of Managers, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

1. Estimated Annual Budget and Assessments. (c) Any Common Expense not set forth in the budget or any increase in assessment over the amount adopted in the budget shall be separately assessed against all Unit Owners.

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

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

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

2. Reserves and Adjustments. The Board shall establish and maintain a reasonable reserve for contingencies and replacements.

3. Initial Estimate of Annual Budget. When the first Board elected or appointed hereunder takes office, it shall determine the "estimated annual budget" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the unit owners during said period as provided in Section 1 of this Article.

4. Failure to Prepare Estimates. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the unit owner shall not constitute a waiver

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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 more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. Books and Records. 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 unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours as may be required by the unit owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

6. Use of Funds. All funds collected hereunder shall be held and expended for the purpose 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 "B".

7. Insurance. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain units shall be assessed to such unit.

8. Assessments. If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all unit owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision 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 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 encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender 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 ownership which become due and payable subsequent to the date the encumbrancer either takes possession of the

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unit, accepts a conveyance of any interest in the unit ownership or has a receiver appointed in a suit to foreclose its lien. In addition, the foregoing, 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, if any unit owner shall fail to pay the proportionate share of the common expense or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) 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 maximum rate permitted by law, and all fees and costs (including reasonable attorneys' fees) incurred in the collection thereof; (2) the right, by giving such defaulting unit owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting unit owner's interest in the property, to maintain for the benefit of all the other unit owners an action for possession in the manner prescribed in "an Act in regard to Forcible Entry and Detainer", approved February 16, 1874, as amended, and to execute leases of such defaulting unit owner's interest in the property and apply the rents derived therefrom against such expenses.

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 unit.

10. Forebearance of Assessments. The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

ARTICLE XVII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The units and common elements shall be owned, occupied, and used subject to the following covenants and restrictions:

1. General Use. No part of the property shall be used for other than housing and related common purposes for which the property was designated. Each unit or any two or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by this declaration and for no other purpose. That part of the common elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.

2. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without prior consent of the Board except as herein expressly provided. Each

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unit owner shall be obligated to maintain and keep in good order and repair his own unit.

3. Prohibited Use. 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 unit owner shall permit anything to be done or kept in his unit, or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements. No unit owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machine, appliances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.
4. Unit Owner Insurance. Each unit owner shall be responsible for his own insurance on his personal property in his own unit, his personal property stored elsewhere on the property and his personal liability to the extent not covered by the liability insurance for all the unit owners obtained by the Board as hereinbefore provided.
5. Exterior Attachments. Unit owners shall not cause or permit anything to be placed on the outside walls of the building and no sign, awing, canopy, shutter, radio, television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.
6. Window Treatment. The use and the covering of the interior surfaces of the glass windows and/or doors appurtenant to the units of the building, whether by draperies, shades, or other items visible from the exterior of the building, shall be subject to the rules and regulations of the Board.
7. Floor Coverings. In order to enhance the soundproofing of the building, the floor covering for all occupied units shall meet a certain minimum standard as may be specified by rules and regulations of the Board.
8. Pets, etc. No animals, reptiles, 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 provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days' written notice from the Board. All dogs or other yard animals not living in a Unit prior to July 1, 2000 must be approved by unanimous vote of the Board prior to being permitted to live temporarily or permanently in any Unit or in the Common Elements. All pets shall be confined to their Units unless accompanied by the pet's owner or his designee. Any damage caused by a pet to the Common Elements or

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to any Unit other than the Unit in which the pet lives shall be the responsibility of the pet's owner, and if the pet's owner is not a Unit Owner, the pet's owner and the Unit Owner for the Unit in which the pet lives shall be jointly and severally liable.

9. Nuisances. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other unit owners or occupants.

10. Unsuitability. No clothes, sheets, blankets, laundry, or any kind of 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.

11. Personal Effects. 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 the common storage area designated for that purpose.

12. Commercial Activities. No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any unit, which shall substantially and adversely affect other unit owners.

13. "For Sale" and "For Rent" Signs. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except at such locations and in such form, as shall be determined by the Board; provided that the right is reserved by the trustee, the developer, and their agents, to maintain on the property until the sale of the last unit, all models, sales offices, and advertising signs, banners, and lighting in connection therewith, at such locations and in such forms as they shall determine, together with the right of ingress, egress, and transient parking therefore through the common elements.

14. Common Elements. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board.

15. Leasing of Units. No Unit shall be leased by a Unit Owner unless the Board has unanimously approved the lease and the lessee in writing, which approval shall not be unreasonably withheld. The Board shall provide any Unit Owner whose lease or lessee has been disapproved with written notice as to such disapproval and the reason(s) therefor. Failure of the Board to disapprove a lease or lessee within ten (10) business days from its receipt of a written request shall be deemed an acceptance of such lease or lessee (unless such lease or lessee is otherwise prohibited pursuant to this Section 16). The Board may, in its sole discretion, require any lessee to submit an application to the Board in form as prescribed by the Board. No lease shall be for a term greater than one (1) year, and no Unit may be leased two (2) consecutive years

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(i.e. any Unit which has been leased must remain unleased for a period of one (1) year prior to being leased again). No more than one (1) Unit in the Property may be leased at any given time. Any Unit purchased after November 1, 2000 must be owner-occupied at all times and may not be leased. The provisions of the Condominium Property Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

16. Exceptions. The unit restrictions in paragraphs 1 and 12 of this Article XVII shall not, however, be construed in such a manner as to prohibit a unit owner from: (a) maintaining his professional library therein, (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Sections 1 and 12 of this Article.

ARTICLE XVIII

REMEDIES FOR BREACH OF COVENANTS

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 part of the property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing, or condition that may exist thereon contrary to the intent and the provisions hereof, and the trustee, the developer, or their successors or assigns, or 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 proceeding, either at law or in equity, the continuance of any breach; or (c) to maintain an action for possession against such defaulting Unit Owner, the Unit Owner's tenant, or any occupant of the Unit Owner's unit for the benefit of all the other unit owners in the manner prescribed by Article IX of the Code of Civil Procedure. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of

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seven percent (7%) per annum until paid, shall be charged to and assessed against such defaulting unit owner, tenant and occupant, jointly and severally, and shall be added to and deemed part of such owner's respective share of the common expenses, and the Board shall have a lien for all of the same upon the unit ownership of such defaulting unit owner and upon all of his additions and improvements thereto and upon all his personal property in his unit or located elsewhere on the property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. Involuntary Sale. If any unit owner (either by his own conduct or by the conduct of any 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 re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of said defaulting unit owner to continue as a unit owner and to continue to occupy, use, or control his unit and thereupon an action in equity may be filed by the members of the Board against the defaulting unit owner for a decree of mandatory injunction against unit owner or occupant or, in the alternative, for a decree declaring the termination of the defaulting unit owner's right to occupy, use, or control the unit owned by him on account of the said violation, and ordering that the right, title, and interest of the unit 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 unit owner from re-acquiring his interest in the property 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 unit 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 unit owner. Upon the confirmation of such sale, the purchaser thereof 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 provide, that the purchaser shall take the interest in the property sold subject to this declaration.

ARTICLE XIX

GENERAL PROVISIONS

1. Notice to Mortgagees. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by this declaration to be given to the unit owner whose unit ownership is subject to such mortgage or trust deed.

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2. Notices to Board, Association, and Unit Owners. Notices provided for in this declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any unit owner, as the case may be, at

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(indicating thereon the number of the respective unit if addressed to a unit owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all unit owners. Any unit owner may also designate a different address for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or if addressed to a unit owner, when deposited in his mailbox in the building or at the door of his unit in the building.

3. Notice to Decedent. Notices required to be given any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased unit owner is being administered.

4. Binding Effect. Each grantee of the trustee, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property of any unit, and shall insure to the benefit of such unit owner in like manner as though the provisions of the declaration were recited and stipulated at length in each and every deed of conveyance.

5. Waiver. 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. Amendment. Except as otherwise provided in the Act, this declaration and bylaws, the provisions of the condominium instruments may be amended, changed, or modified by an instrument in writing setting forth such amendment, change, or modification, signed and acknowledged by at least two-thirds (2/3) of the members of the Board, at least two-thirds (2/3) of the unit owners, and the approval of any mortgagees required under the provisions of the condominium instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change, or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the

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date of such affidavit. Any amendment, change, or modification shall conform to the provisions of the Condominium Property Act and shall be active upon recordation thereof. No change, modification, or amendment which affects the rights, privileges, or obligations of the trustee or the developer shall be effective without the prior written consent of the trustee or the developer. Except to the extent authorized by provisions of the Act, no amendment to the condominium instruments change the boundaries of any unit or the undivided interest in the common elements, the number of votes in the Unit Owner's Association, or the liability for common expenses appertaining to a unit.

7. Invalidity. 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 remainder of this declaration.

8. Perpetuities and Restraints. 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 provision, (b) the rules 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 (21) years after the death of the last to die of the now living lawful descendants of RONALD REAGAN, President of the United States, and Charles Percy, Senator of the State of Illinois.

9. Liens. In the event any lien exists against two (2) or more units and the indebtedness secured by such lien is due and payable, the unit owner of any such unit so affected may remove such unit and the undivided interest in the common elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such unit. In the event such lien exists against the units or against the property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the unit owner a release of such unit and the undivided interest in the common elements appertaining thereto from such lien.

The owner of such unit shall not be liable for any claim, damages, or judgments entered as a result of any action or inaction of the Board of Managers of the Association other than for mechanics' liens as hereinafter set forth. Each unit owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A unit owner shall be liable for any claim, damage, or judgment entered as a result of the use or operation of his unit, or caused by his own conduct. Before conveying a unit, a developer shall record or furnish purchaser releases of all liens affecting that unit and its common element interest which the purchaser does not expressly agree to take subject to or assume, or the developer shall provide a surety bond or substitute collateral for or insurance against such liens. After conveyance of such unit, no mechanic's lien shall be created

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against such unit or units common element interest by reason of any subsequent contract by the developer to improve or make additions to the property.

If, as a result of work expressly authorized by the Board of Managers, a mechanic's lien claim is placed against the property or any portion of the property, each unit owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his unit's proportionate share of any due and payable indebtedness.

10. Release of Claims. Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, occupant, the Association, its officers, members of the Board, the trustee, the developer, the managing agent, and their representative employees and agents, for damage to the common elements, the units, or to any personal property located in the units or common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

11. Construction. The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class condominium apartment building.

12. Headings. The headings and captions contained herein are intended for convenient reference only and shall not be deemed to construe or limit the sections and articles to which they apply.

13. Land Trust Unit Owners' Exculpation. In the event title to any unit ownership is conveyed to a land titleholding trust, under the terms of which all powers of management, operation, and control of the unit ownership remain vested in the trust beneficiary or beneficiaries, then the unit ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this declaration against such unit ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the unit ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such unit ownership.

14. Trustee Exculpation. This declaration is executed by

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

as aforesaid, in the exercise of power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority

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to execute this instrument). It is expressly understood and agreed by every person, firm, or corporation hereafter claiming any interest under this declaration that said trustee as aforesaid, and not personally, has joined in the execution of this declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 52270 the terms of this declaration; that any and all obligations, duties, covenants, and agreements of every nature herein set forth by said trustee, as aforesaid, to be kept or performed, are intended to be kept, performed, and discharged by the beneficiaries under said trust or their successor, and not by said trustee personally, and further, that no duty shall rest upon

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

either personally or as such trustee, to acquiesce trust assets, rentals, avails, or proceeds of any kind, or otherwise to see the fulfillment or discharge of any obligation, express or implied, arising under the terms of this declaration, except where said trustee is acting pursuant to direction as provided by the terms of said trust, and after the trustee has first been supplied with funds required for the purpose. In event of conflict between the terms of this paragraph and of the remainder of the declaration on any question of apparent liability or obligation resting upon said trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as trustee, as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its Assistant Vice President and attested by its Assistant Secretary this 17th day of July, 1981.

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO
as trustee as aforesaid, and not individually,

By: _____ /s/ _____
Assistant Vice President

ATTEST:

/s/
Assistant Secretary

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CONSENT OF MORTGAGEE

William M. Harker holder of a mortgage on the property, dated March 27, 1981 and recorded March 30, 1981, as Document No. 25821446, hereby consents to the executing and recording of the within Declaration of Condominium Ownership and agrees that said mortgage is subject to the provisions of said declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF the said Willilam M. Harker, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois, on this 17th day of July, 1981.

By: _____ /s/ _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Jack J. Herman, a Notary Public in and for said County and State, do hereby certify that William M. Harker appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their 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 17th day of July, 1981.

_____/s/_____
NOTARY PUBLIC

My Commission Expires:

March 10, 1982

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CONSENT OF MORTGAGEE

Aetna Bank, holder of a mortgage on the property, dated June 25, 1981, and recorded July 1, 1981 as Document No. 25923510 hereby consents to the executing and recording of the within Declaration of Condominium Ownership and agrees that said mortgage is subject to the provisions of said declaration and the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF the said Aetna Bank has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Chicago, Illinois, on this 17th day of July, 1981.

By: _____ /s/ _____

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, Jack J. Herman, a Notary Public in and for said County and State, do hereby certify that David L. Keller and John D. Hill, Assistant Vice President and Assistant Secretary, respectively, of Aetna Bank, personally known to me to be the same persons who names are subscribed to the foregoing instrument as such David L. Keller, Assistant Vice President and John D. Hill, Assistant Secretary, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument as their 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 17th day of July, 1981.

_____/s/_____
NOTARY PUBLIC

My Commission Expires:

March 10, 1982

This Document prepared by:

Jack J. Herman

Attorney at Law

One North LaSalle St.-Suite 2120

Chicago, IL 60602

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2680-82 BURLING CONDOMINIUM

AMENDED EXHIBIT "A"

AMENDED PLAT OF SURVEY

The Amended Plat of Survey is not attached to this document and is attached to the First Amendment to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for 2680-82 Burling Condominium recorded as Document No. 0603234091.

Property of Cook County Clerk's Office

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2680-82 BURLING CONDOMINIUM

EXHIBIT "B"

<u>UNIT</u>	<u>% OF OWNERSHIP IN THE COMMON ELEMENT</u>	<u>PARKING SPACE</u>	<u>STORAGE AREA</u>
1-N	16.4	P1	L3
1-S	16.	P2	L6
2-N	16.6	P3	L2
2-S	16.	P4	L5
3-N	19.	P5	L1
3-S	16.	P6	L4

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Managers of 2680-82 Burling Condominium Association, a condominium association established by the aforesaid Declaration of Condominium Ownership. By our signatures below, we hereby approve of and consent to this Amended, Consolidated and Restated Declaration pursuant to Section 27(b)(1) of the Illinois Condominium Property Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended, Consolidated and Restated Declaration at a duly called meeting of the Board of Managers the Association held on February 26, 2007.

Jennifer Lield

Printed name: Jennifer Lield

Thomas O'Hara

Printed name: Thomas O'Hara

Matthew Beck

Printed name: Matthew Beck

Ryan Valente

Printed name: RYAN VALENTE

Hsiao-Wen Chen

Printed name: Hsiao-Wen Chen

Paul Gump

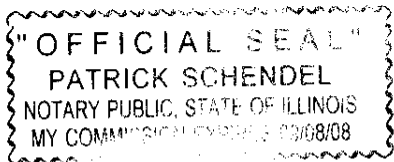
Printed name: Paul Gump

BOARD OF MANAGERS OF
2680-82 Burling Condominium Association

ATTEST: Patrick Schendel
Secretary

Subscribed and sworn to before me
this 26th Day of FEBRUARY, 2007
at Chicago, County of Cook, State of Illinois

Patrick Schendel
Notary Public



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DATE: February 27, 2007

TO: All Unit Owners of the
2680-82 Burling Condominium Association

FROM: Board of Managers

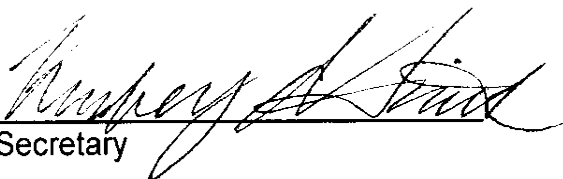
RE: Amended, Consolidated and Restated Declaration

Enclosed is a copy of an Amended, Consolidated and Restated Declaration of Condominium Ownership for our Association. This Amended, Consolidated and Restated Declaration was approved and signed by the Board of Managers at a meeting held on February 26, 2007 based on the authority of the Illinois Condominium Property Act. This Amended, Consolidated and Restated Declaration is necessary to correct conflicts between the wording of the existing Declaration and the requirements of the Illinois Condominium Property Act.

Although we do not anticipate any objection from the owners, under the law unit owners may challenge the Board's action, but only if a written petition objecting to the Board's action is signed by unit owners having twenty percent (20%) of the votes of the Association and is filed within thirty (30) days after the Board's action to approve the Amended, Consolidated and Restated Declaration. If such a petition is filed, the Board will call a unit owners meeting within thirty (30) days after the petition is filed to consider the Amended, Consolidated and Restated Declaration. If such a meeting is held, the Amended, Consolidated and Restated Declaration will be ratified (even if a quorum is not present at the meeting), unless a majority of the total votes of the Association is cast to reject the Board's action. As such, if there is any objection to the Board's action, the requisite petition must be filed with the Board at the address set forth above no later than March 26, 2007.

If you have any questions, please contact Kimberly Sullat 773/424-4930 or one of your Board Members.

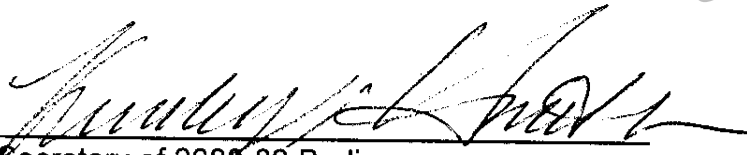
Very truly yours,


Secretary

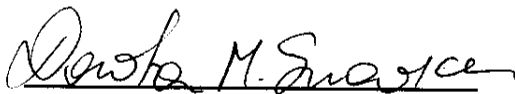
UNOFFICIAL COPY**AFFIDAVIT OF SECRETARY**

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, Kimberly Smith, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Managers of 2680-82 Burling, a condominium association, and as such Secretary and keeper of the books and records of said condominium I further state that the foregoing Amended, Consolidated and Restated Declaration was approved by at least two-thirds (2/3) of the members of the Board of Managers of said condominium, at a meeting of the Board of Managers duly noticed and convened and held for that purpose on February 26, 2007 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect and that a copy of the foregoing Amended, Consolidated and Restated Declaration either was delivered personally to each unit owner at the Association or was sent by regular mail, postage prepaid, to each unit owner in the Association at the address of the unit or such other address as the owner has provided to the Board of Managers for purposes of mailing notices. I further state 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.


 Secretary of 2680-82 Burling,
 a condominium association

SUBSCRIBED AND SWORN to
 before me this 20th day
 of MARCH, 2007


 Notary Public

