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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS, RESTRICTIONS, AND COVENANTS FOR THE WINDSOR WEST CONDOMINIUM ASSOCIATION

This document prepared by and after
recording to be returned to:

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AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS,
EASEMENTS, RESTRICTIONS, AND COVENANTS FOR THE
WINDSOR WEST CONDOMINIUM ASSOCIATION

This Amended and Restated Declaration Of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants is made by the Windsor West Condominium Association ("Association") with the approval of at least two-thirds (2/3) of the Board of Directors of the Association.

RECITALS:

The Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for the Windsor West Condominium Association was recorded in Cook County, Illinois as Document No. 19158368 (the "Original Declaration"), thus creating the Windsor West Condominium Association ("Association").

Since the recording of the Original Declaration, the Illinois Condominium Property Act has been amended on numerous occasions. Many of these amendments to the Act contradict or modify provisions of the Declaration. This Amended and Restated Declaration is intended to bring the Original Declaration and By-Laws into conformance with the Act, as well as amend certain portions which may affect the vested property rights of the Owners.

Pursuant to Section 27(b) of the Illinois Condominium Property Act, this Amended and Restated Declaration was approved by an instrument in writing signed by two thirds (2/3) of the Board of Directors and certified by the Secretary of the Board. In addition, attached to this document is an exhibit containing an affidavit by the Secretary of the Board certifying that a copy of this document has been mailed by certified mail to all lien holders of record.

NOW, THEREFORE, in consideration of the foregoing facts circumstances and understandings, which are herein incorporated by reference, and in consideration of the Covenants, Conditions, Easements and Restrictions hereinafter contained, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Board of Directors hereby submits the subject Property to the following Declaration:

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DECLARATION OF CONDOMINIUM PURSUANT TO THE CONDOMINIUM PROPERTY ACT

WINDSOR WEST

1. Definitions. (a) The following words and terms, whenever used herein shall have the same meaning as provided for such words and terms in Section 2 of said Condominium Property Act:

“Declaration”, “Parcel”, “Property”, “Unit”, “Common Elements”, “Person”, “Unit Owner”, “Majority”, “Majority of the unit owners”, “Plat”, “Record”, “Condominium Instruments”, “Common Expenses”, “Reserves”, “Association”, “Purchaser”, “Limited Common Elements”, “Building”, “Meeting of Board of Managers”

(b) The words “Parking area” whenever used herein mean the area provided for parking automobiles as shown or referred to on the Plat;

(c) The word “Occupant” means a person, or persons, other than an owner, in possession of one or more units.

2. Legal Description of Parcel. The parcel hereby submitted to the provisions of the Condominium Property Act is legally described as follows:

Lots Five (5) and Six (6) in Block Two (2) in Roberts' Milwaukee Avenue Subdivision of Lots 5 and 10 of the Subdivision of that part West of Milwaukee Avenue, of Lot 5 in the School Trustees' Subdivision of Section 16, Township 40 North, Range 13, East of the Third Principal Meridian (except the North 1 ½ rods and the South 4 rods of said Lot 5) in Cook County, Illinois.

3. Description of Units. All units are delineated on the Plat attached hereto as Exhibit A and made a part of this Declaration. The legal description of each unit shall consist of the identifying number of such unit as shown on the Plat, which units are legally described as follows:

Units 1-A to 1-L, 2-A to 2-L, and 3-A to 3-L, as delineated on Plat of Survey of Lots Five (5) and Six (6) (taken as a tract) in Block Two (2) in Roberts' Milwaukee Avenue Subdivision of Lots 5 and 10 of the Subdivision of that part West of Milwaukee Avenue, of Lot 5 in the School Trustees' Subdivision ii Section 16, Township 40 North, Range 13 East of the Third Principal Meridian (except

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the North 1 Vs rods and the South 4 rods of said Lot 5) in Cook County, Illinois, which Plat of Survey is attached as Exhibit A to Declaration of Condominium made by N. W. F. SERVICES, INC., a corporation of Illinois, registered in the office of the Registrar of Titles of Cook County, Illinois, as Document No. 2663326.

4. Percentage of Ownerships. Each unit owner shall own an undivided interest, in the percentage hereinafter set forth, in the common elements as a tenant in common with all the other unit owners, and, except as otherwise limited in this Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of his unit as a place of residence and such Other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The percentage of ownership interest in the common elements allocated to each unit is as follows:

5. Encroachments and Easements. (a) In the event that by reason of the construction, reconstruction, settlement, or shifting of the building, or the design or construction of any unit, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of line common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit or common elements so encroaching so long as all or any part of the building containing such unit or common elements so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of said owner or owners.

(b) A valid exclusive easement is hereby declared and established for the benefit of each unit and its owner, consisting of the right to use and occupy the patio adjoining the unit, or the balcony to which such unit has sole access, if any, provided, however, that no unit owner shall decorate, fence, enclose, or adorn such patio or balcony without the prior written consent of the Board of Managers.

(c) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the common elements, as they exist on the date of the recording hereof.

(d) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

(e) 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 Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgages and trustees of such parcels as fully and completely as though such

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easements and rights were recited fully and set forth in their entirety in such documents.

6. Pipes,, etc. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets) and structural components running through a unit and serving more than one unit or serving, or extending into, the common elements, or any part thereof,, shall be deemed part of the common elements.

7. Sale, Leasing or Other Alienation. (a) Any Unit owner who wishes to sell or lease his unit (or any lessee of any unit wishing to assign his lease or sublease such unit) or any interest therein to any person shall give to the members of the Board of Manager and their Successors in office (hereinafter in this paragraph 7, collectively referred to as the "Board") not less than thirty (30) days' prior written notice of any such sale, lease, assignment or sublease setting forth in detail the terms of any contemplated sale, lease, assignment or sublease, which notice shall specify the name and address of the proposed purchaser, assignee or lessee and such other information as the Board shall reasonably require. The Board shall have the first right and option to purchase or lease such unit or interest therein upon the same terms, which option shall be exercisable for a period of thirty (30) days after receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the unit owner (or lessee) may, at the expiration of said thirty-day period, contract to sell or lease (or sublease or assign) such unit or interest therein to the proposed purchaser assignee or lessee named in such notice upon the terms specified therein.

(b) Any unit owner who wishes to make a gift of his unit or any interest therein, or who wishes to transfer his unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or persons who would not be heirs at law of the unit owner under the Rules of Descent of the State of Illinois were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer, shall give to the Board not less than sixty (60) days' written notice of his or her intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer and such other information as the Board shall reasonably require. The Board shall have the first right and option to purchase said unit or interest therein for cash at fair market value which shall be determined by arbitration as herein provided. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the unit owner desiring to make such gift or other transfer shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein which the unit owner contemplates conveying, and shall thereupon give written notice of such determination to the unit owner and the Board. The Board's option to purchase the unit or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice. If said option is not exercised by the Board within said forty-five (45) day period the unit owner at the expiration of said forty-five (45) day period, and within sixty (60) days thereafter, may complete, or contract to complete, the proposed gift or other transfer upon the terms stated in the notice to the Board.

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(c) In the event that any unit owner dies leaving a will devising his or her unit, or any interest therein, to any person or persons not heirs at law of the deceased unit owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the Board shall have an option to purchase said unit or interest therein from the estate of the deceased unit owner, or from the devisee or devisees named in such will if no power of sale is conferred by said will upon any personal representative named therein, for cash at fair market value which shall be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased unit owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the said devisee or devisees, or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or the personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the unit or interest therein devised by the deceased unit owner and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased unit owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within said option periods. Nothing herein contained shall be deemed to restrict the right of the Board or its authorized representative to bid at any auction or sale of the unit or interest therein of any deceased unit owner which said auction or sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased unit owner's estate which contains his or her unit or interest therein.

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

(e) In the event any unit owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses..

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(f) Matters subject to the affirmative vote of not less than two-thirds of the votes of Unit Owners at a meeting duly called for that purpose shall include, but not be limited to: (1) merger or consolidation of the Association; (2) sale, lease, exchange, or other disposition (excluding the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit Owners. The Board or its duly authorized representatives may bid to purchase at any auction or sale of the unit or interest therein of any unit owner, deceased or living, which said sale is held pursuant to all order or direction of a court upon the prior written consent of 66-2/3 percent of the unit owners, which said consent shall set forth a maximum price which the Board is authorized to bill and pay for said unit or interest therein.

(g) Upon the written consent of all the members of the Board, any of the options contained in this Paragraph 7 may be released or waived and the unit or interest therein which is subject to an option set forth in this paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph.

(h) A certificate executed and acknowledged by a majority of the Board stating that the provisions of this Paragraph 7 as herein set forth have been met by a unit owner or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this paragraph and whose unit or interest therein has not been acquired as in this paragraph provided, upon request at a reasonable fee not to exceed Ten Dollars (\$10.00).

(i) The terms of this Paragraph 7 hereinabove contained, shall not be applicable to the transfer by gift, sale, testate or intestate succession, operation of law, or otherwise, of the interest of a co-owner of any unit to any other co-owner of the same unit, where such co-owners hold title to such unit as tenants in common or as joint tenants.

(j) Where title to any unit is held by a trust, the bequest, assignment, sale, conveyance or other transfer by a beneficiary of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed an assignment, sale, conveyance, devise, or other transfer of the unit owned by such a trust.

(k) Where title to any unit is held by a corporation, or a partnership, the transfer or bequest of fifty percent (50%) or more of the issued and outstanding shares of such corporation, or fifty percent (50%) or more of the interest in such partnership, shall be deemed a transfer or devise of the unit owned by such corporation or partnership.

(l) Acquisitions of units or interest therein under the provisions of this paragraph shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy a special assessment against each unit owner in the ratio that his percentage of ownership in the common elements, as set forth in Paragraph 4, bears to the total of all such percentages applicable to units subject to said special assessment, which assessment shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Condominium

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Properly Act with respect to liens for failure to pay a share of the common expenses. The Board, in its discretion, may borrow money to finance the acquisition of a unit or interest therein which said acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit or interest herein to be acquired.

(m) Units or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the names of the members of the Board and their successors in office or such nominee or entity as the Board shall designate, for the use and benefit of all the unit owners in the same proportions that the Board could levy a special assessment under the terms of sub-Paragraph (l) hereof. Said Units or interests therein shall be sold or leased by the Board for the benefit of the unit owners upon such price and terms as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.

(n) If a proposed lease of any unit is made by any unit owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such unit owner to the Board, and the lessee thereunder shall be bound by and be subject to all of the obligations of such unit owner with respect to such unit as provided by this Declaration, and the lease shall so provide. The unit owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such unit.

(o) Notwithstanding the foregoing provisions to the contrary, rental or leasing of units is prohibited, except as hereinafter provided. To meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a unit owner to lease his unit to a specified lessee for a period of not less than six (6) months nor more than one (1) year on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by the owner to the Board. The Board shall respond to each application in writing within thirty (30) days of the submission thereof. The Board has sole and complete discretion to approve or disapprove any owner's application for a lease. The Board's decision shall be final and binding.

(p) Subsection (o) of this Section 7 shall not apply to the rental or leasing of units by any owner or contract purchaser of a unit as of the effective date of this Amendment.

(q) Subsection (o) of this Section 7 shall not apply to the rental or leasing of units to the immediate family members of a unit owner. For purposes of this section, an immediate family member shall be deemed to be a parent, grandparent or child of the unit owner.

8. By-Laws. The provisions of this Paragraph 8 shall constitute the By-Laws by which, in addition to the other provisions of this Declaration, the administration of the property shall be governed, as follows:

(a) As hereinabove provided, the terms "majority" or "majority of the unit

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owners” whenever used herein have the same meaning provided for such terms in Section 2 of the Condominium Property Act. Any specified percentage of the unit owners, whether majority or otherwise, for purposes of voting and for all purposes and wherever provided in this Declaration, shall mean such percentage in the aggregate in interest of the undivided ownership of the common elements.

If any unit is owned by more than one person, the voting rights with respect to such unit shall not be divided, but shall be exercised as if the unit owners consisted of only one person in accordance with the proxy or other designation made by the persons constituting such unit owner. 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.

(b) The direction and administration vested in a Board of Managers (herein referred to as the “Board”), consisting of three persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the unit owners; provided, however, that in the event a unit owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. The Association shall have one class of membership. 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.

(c) At each annual meeting of the unit owners, the unit owners shall, by a vote of a majority of the unit owners present at such meeting, elect the entire Board for the forthcoming year. Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto. 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 candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate. Members of the Board shall serve without compensation for a term of one (1) year, and until their successors are elected. No member of the Board or officer shall be elected for a term of more than two years, but officers and Board members may succeed themselves. The remaining members of the Board may fill a vacancy on the Board by a two-thirds (2/3) vote 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

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votes of the Association requesting such a meeting. A majority of the members of the Board shall constitute a quorum. The Board shall act by the vote of the majority of those members present at a meeting of the Board when a quorum is present.

(d) Elections:

(A)(i) Mail-In Election. Except as provided in subparagraph (A)(ii) in connection with Board elections, a Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution;

(ii) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws 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, By-Laws, or rule. 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 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. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. 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. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, 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.

(iii) If a written petition by Unit Owners with at least twenty percent (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 subparagraph(A)(ii), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(B) Secret Ballot Election. 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.

(e) A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the unit owners. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt. Meetings of the Board shall be open to any Unit Owner except for the

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

(f) Any member of the Board may be removed from office by the affirmative vote of 66-2/3 percent of the unit owners at a special meeting of the unit owners called for such purpose.

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

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

(i) The Board shall have the power:

(i) to engage the services of a manager or managing agent, who may be any person, firm or corporation, upon such terms and compensation as the Board deems fit, and to remove such manager or managing agent at any time;

(ii) to engage the services of any persons deemed necessary by the Board

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at such compensation deemed reasonable by the Board, in the operation, repair, maintenance and management of the property, and to remove, at any time, any such personnel;

(iii) to establish or maintain one or more bank accounts for the deposit of any funds paid to, or received by the Board. The powers and duties of the Board of Managers shall also include, but shall not be limited to, the following:

(iv) to provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection 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(a)(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;

(v) To prepare, adopt and distribute the annual budget for the Property;

(vi) To levy and expend assessments;

(vii) To collect assessments from Unit Owners;

(viii) To obtain adequate and appropriate kinds of insurance;

(ix) To own, convey, encumber, lease and otherwise dealing with Units conveyed to or purchased by it;

(x) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of 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

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Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium unit;

(xi) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(xii) To have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to other Units;

(xiii) 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;

(xiv) 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;

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

(xvi) 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;

(xvii) To record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provisions of Section 14.3 of the Condominium Property Act, 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 recover the expense as a common expense and, if so determined by the Board, to assess each and every

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Unit on the same equal cost per Unit;

(xviii) 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 or assessing body;

(xix) 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 the use of Common Elements or approval of modifications in an individual Unit.

(j) The Board shall acquire and make arrangements for, and pay for out of the maintenance fund, in addition to the manager, managing agent or other personnel above provided for, the following:

(i) water, waste removal, electricity and telephone and other necessary utility service for the common elements and such services to the units (including, but not limited to, heating) as are not separately metered or charged to the owners thereof;

(ii) such insurance as the Board is required to obtain under the provisions of Section 12 of the Condominium Property Act and such other insurance as the Board deems advisable in the operation, and for the protection, of the property and the units. Any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provision of this Declaration and the Condominium Property Act. Notwithstanding anything herein concerning insurance:

(a) 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, 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

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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.

(b) General Liability 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, 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.

(c) Property and general liability insurance policies required to be carried by the Association must include each of the following provisions:

(i) 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.

(ii) The insurer waives its right to subrogation under the policy against any Unit Owner of the condominium or members of the Unit Owner's household and against the Association and members of the Board.

(iii) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.

(d) 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

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insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for unit owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(e) **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.

(f) **Deductibles.** 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 Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(g) **Directors and Officers Coverage.** The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. 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 By-Laws of the Association.

(h) **Mandatory Unit Owner Coverage.** The Board may, if permitted under the Declaration and By-Laws 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 subsection/subparagraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the directors may

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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. The Board may engage the services of any bank or trust company authorized to do business in Illinois to act as trustee or agent on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. In the event of any loss occurring after the first annual meeting of the unit owners is called pursuant to the terms hereinbelow, resulting in the destruction of the major portion of one or more units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any unit so destroyed. The fees of such corporate trustee shall be common expenses.

Each unit owner shall notify the Board in writing of any additions, alterations or improvements to his unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure so to notify the Board. The Board shall use reasonable effort to obtain insurance on any such additions, alterations or improvements if such owner requests it to do so and if such owner shall make arrangements satisfactory to the Board to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Board shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. All such policies of insurance shall insure additions, alterations or improvements made by the Trustee and the Developer. All such policies of insurance shall contain standard mortgage clause endorsements in favor of the mortgagee of each unit and that such policy shall not be terminated, cancelled or substantially modified without at least ten (10) days prior written notice to the mortgagee of each unit.

(iii) A policy or policies insuring the Board and the unit owners against any liability, incident to the ownership and/or use of those portions of the common elements not under the exclusive control or occupancy of the unit owners, the liability under which insurance shall be not less than One Hundred Thousand Dollars (\$100,000.00) for any one person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one accident, and Ten Thousand Dollars (\$10,000.00) for property damage (such limits to be reviewed at least annually by the Board and increased in its discretion);

(iv) Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

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(v) The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parent, and children.

(vi) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements (but not including the interior surfaces, windows and doors of the units, and the patios and balconies which the unit owners have the exclusive rights to use and occupy pursuant to paragraph 5(b) hereinabove, which the respective unit owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements;

(vii) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the property as a first class apartment building or for the enforcement of any restrictions or provisions contained herein;

(viii) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the common elements, rather than merely against the interest therein of particular unit owners. Where one or more unit owners are responsible for the existence of 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 and shall, until paid by such unit owners, constitute a lien on the interest of such unit owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses;

(ix) Maintenance and repair of any unit or any other portion of the property which a unit owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements, or any other portion of the property, and the owner or owners of said unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said

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maintenance or repair, delivered by the Board to said unit owner or owners; provided that the Board shall levy a special assessment against such unit for the cost of said maintenance or repair and the amount of such special assessment shall constitute a lien on the interest of such unit owner or owners in the property, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses.

(x) The Association shall 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. The fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(k) The annual meeting of the unit owners shall be held on the first Tuesday in June in each year for the purpose of electing members of the Board and such other business as may come before the meeting. Special meetings of the unit owners may be called, for any reasonable purpose, either by the President, or not less than 33-1/3 percent of the unit owners, the notice for which shall specify the matters to be considered at such special meeting.

(l) All meetings of the unit owners shall take place at 8:00 p.m. in some section of the property designated by the person or persons calling a special meeting, or at such other reasonable place or time designated by the Board. Written notice of any membership meeting shall be mailed or delivered giving Unit Owners no less than ten (10) and no more than thirty (30) days notice of the time, place, and purpose of such meeting. A majority of the unit owners shall constitute a quorum at all such meetings. A unit owner may vote either in person or by proxy at any regular or special meeting of the unit owners. Every proxy must be in writing and no proxy shall be valid after eleven months from the date of its execution. If proxies are permitted for Board elections, 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.

(m) A President, one or more Vice Presidents, a Secretary and a Treasurer (who shall keep the financial books and records of account), shall be elected at each annual meeting of the Board from among its members. Any such officer may be removed by the vote of a majority of the Board at any time. A vacancy in any office may be filled by the Board for the unexpired term.

(n) The President shall preside over the meetings of the Board and the unit

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owners; he may sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments designated or approved by the Board. In the absence of the President, or in the event of his inability to act, the Vice Presidents (in the order elected) shall perform the duties of the President.

(o) The Secretary shall, in addition to the duties provided by law, see that all notices (except the notice for the first annual meeting of the unit owners) are duly given as herein provided, and the Board shall elect a Secretary from among the Board, who shall keep the minutes of all meetings of the Board of Managers and of the Unit Owners and who shall, in general, perform all the duties incident to the Office of Secretary. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Managers.

(p) All expenses, charges and costs for the maintenance, repair or replacement of the common elements, and any other expenses, charges or costs which the Board may incur or expend pursuant hereto, shall be approved by the Board, and a written memorandum thereof prepared and signed by the Treasurer. There shall be no structural alterations, capital additions to, or capital improvements on, the common elements (other than for purposes of replacing or restoring portions of the common elements) requiring an expenditure in excess of One Thousand Dollars (\$1,000.00) without the prior approval of 66-2/3 percent of the unit owners.

(q) Each year on or before December 1st, the Board shall estimate the annual budget of common expenses (the "annual budget") including the total amount required for the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15th notify each unit owner in writing as to the amount of such estimate with reasonable itemization thereof. 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. Said 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 herein. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each unit owner shall be obligated to pay to the Board, or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the 1st day of February of each calendar year, the Board shall supply to all unit owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due from owners under the current year's 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

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installments due in the succeeding six months after rendering of the accounting. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year, shall be charged first against such reserve. If said annual budget proves inadequate for any reason, including non-payment of any owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the unit owners, according to each unit owner's percentage of ownership in the common elements. The Board shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

(i) 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.

(ii) 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 (i) above or item (iv) 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.

(iii) 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.

(iv) 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 (iii) and (iv), 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.

The failure or delay of the Board to prepare or serve the annual or adjusted budget on the unit owners shall not constitute a waiver or release in any manner of the unit owner's obligation to pay the maintenance and other costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, the unit owners shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after such new annual or adjusted budget shall have been mailed or delivered.

(r) The Board shall keep and correct books of account and the same shall be open 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 requested by

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the unit owner. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such special 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 Paragraph 4 hereof.

(s) The Association shall have no authority to forebear the payment of assessments by any Unit Owner. If a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may assess a service charge of 5% of the balance of the aforesaid charges and assessments in default for thirty (30) days for each month, or part thereof, that said balance, or any part thereof, remains unpaid. In addition to any remedies or liens provided by law including the right to possession of the unit of a unit owner in default as aforesaid under the provision of the Illinois Forcible Entry and Detainer Act, if a unit owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all unit owners, to enforce collection thereof or to foreclose the lien therefor as provided by law; and there shall be added to the amount due life costs of said suit, together with legal interest and reasonable attorney fees to be fixed by the Court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-user of the common elements or abandonment of his or her unit.

(t) Upon ten (10) days' notice to the Board, and the payment of a reasonable fee fixed by the Board not to exceed Fifteen Dollars (\$15.00), 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 owner.

(u) Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a notice by the Board of the amount owing by a unit owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed.

(v) The Board may, from time to time, adopt or amend such rules and regulations governing the operation, maintenance, beautification and use of the common elements and the units, not inconsistent with the terms of this Declaration, as it sees fit, and the unit owners shall conform to, and abide by, such rules and regulations. Written notice of such rules and regulations shall be given to all unit owners and occupants. A violation of such rules or regulations shall be deemed a violation of the terms of this Declaration.

A unit owner who has been granted the right to use one or more parking spaces shall have the right (with the prior written consent of the holder or holders of any mortgage or trust deed on the unit of such unit owner) to assign in writing the exclusive privilege to use any such parking space to any other unit owner, and such assignee shall, upon delivery of a copy of such assignment and consent to the Board, succeed to all of the duties, obligations, rights and

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privileges of the assignor to such parking space, in like manner and effect as if such assignee had been granted such privilege by the Developer.

Any unit owner shall have the right to lease any parking space which he has the exclusive privilege to use pursuant to any of the terms hereof to any other unit owner for such period, and upon such terms, as he sees fit.

At the time of the election of the first Board, the Developer shall furnish the Board with a list of all parking spaces, the use of which have been granted to unit owners as aforesaid, and the unit owners to whom the use of such spaces has been granted.

(v) The Board may number and assign to any unit owner the exclusive privilege to use for storage purposes any portion of the building designated for such purposes. Any such designation by the Board shall not thereafter be changed except upon the affirmative vote or a majority of the unit owners.

(x) Whenever any notice whatever is required to be given under the provisions of this Declaration, or By-Laws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

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

(z) 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 Property Act or in the condominium instruments shall require the specified percentage by number of units rather than by percentage of interest in the Common Elements allocated to units that would otherwise be applicable.

(aa) 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.

9. 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 Condominium Property Act. In the event that for any years 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.

10. Use and Occupancy of Units and Common Elements. The units and common elements shall be occupied and used as follows:

(a) No part of the property shall be used for other than housing and the related common purposes for which the Property was designed. Each unit or any two or more adjoining

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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 purposes. That part of the common elements separating any two or more adjoining units used together may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall reasonably be determined by the Board.

(b) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the property. 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 location and in such form as shall be determined by the Board. The right is hereby given to any mortgagee, who may become the owner of any unit, to place such signs on any unit owned by such mortgagee.

(c) There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board except as herein expressly provided. Each unit owner shall be obligated to maintain and keep his own Unit, its windows and doors, and the patio or balcony which he has the exclusive right to use and occupy in good, clean order and repair. 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.

(d) 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.

(e) Unit owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio or television antenna (except as constructed by the Developer) shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(f) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements, except that dogs, cats, or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and 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.

(g) 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.

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

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

(j) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the common elements without the prior consent of, and subject to any regulations of the Board.

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

(l) Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, the officers and members of the Board 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.

(m) 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.

(n) 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 machines, appliances, accessories or equipment to the heating system or plumbing system, without the prior written consent of the Board.

(o) Nothing in this Paragraph 10 shall be construed to prevent or prohibit a unit owner from maintaining his professional personal library, or keeping his personal business or professional records or accounts, or handling his personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his unit.

(p) Except when specifically permitted in writing by the Board, occupancy, on a permanent basis, shall be limited in each unit as follows:

(i) No more than two (2) people per one bedroom unit.

(ii) No more than three (3) people per two bedroom unit.

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(q) Notwithstanding any provision in the Declaration, By-Laws, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles. As used herein, "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

11. Violation of Declaration. 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 any other rights provided for in this Declaration: (a) to enter upon the unit, or any portion of the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Furthermore, if any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants of this Declaration or the regulations adopted by the Board and such violation shall not be cured within thirty (30) days after notice in writing, from the Board or shall re-occur more than once thereafter, 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 the 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 Board against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupants or, in the alternative 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 breach of covenant and ordering that all the right, title and interest of the unit owner in the property shall be sold 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 at such judicial sale or by virtue

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of the exercise of any right of redemption which may be established, and except that the court shall direct that any existing first mortgage be retired out of the proceeds of such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney 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 thereat shall thereupon be entitled to a deed to the unit and subject to the Board's rights as provided in paragraph 7(d) hereof, to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration.

12. **Entry by Board.** The Board or its agents or employees may enter any unit when necessary in connection with any painting, maintenance or reconstruction for which the Board is responsible, or which the Board has the right or duty to do. Such entry shall be made with as little inconvenience to the unit owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

13. **Grantees.** Each grantee of the Developer, by the acceptance of a deed of conveyance, each purchaser under Articles of Agreement for Deed, and each leasee by acceptance of a lease, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and the provisions of the Condominium Property Act, as at any time amended, and all easements, 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 said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

14. **Incorporation.** The Board may, upon the affirmative vote of a majority of the unit owners, at any time hereafter, cause the formation of an Illinois not-for-profit corporation for the purpose of facilitating the administration and operation of the property, and in such event:

(a) Each unit owner shall be a member of such corporation, which membership shall terminate upon the sale or other disposition by such member of his unit ownership, at which time the new unit owner shall automatically become a member therein;

(b) The provisions of Paragraph 8 of this Declaration shall be adopted as the By-Laws of such corporation;

(c) The Articles of Incorporation and By-Laws shall contain such terms not inconsistent with this Declaration, as the Developer or the Board shall deem desirable;

(d) The name of such corporation shall be Windsor West Condominium

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Association, or a similar name.

15. **Failure to Enforce.** No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce the same, no matter how many violations or breaches may occur.

16. **Notices.** Notices required or permitted to be given to the Board or any unit owner may be delivered to any member of the Board or such unit owner either personally or by mail addressed to such Board member or unit owner at his unit.

Notices required to be given to 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 owner is being administered.

17. **Amendments.** Except as hereinafter otherwise provided, the provisions of Paragraph 1, 2, 3, 4, 5, 6, sub paragraphs (q) and (u) of Paragraph 8, and this Paragraph 17 of this Declaration, may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, all of the unit owners and all mortgagees having bona fide liens of records against any units. Except as hereinafter otherwise provided, other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the members of the Board, at least 75% of the unit owners 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 (10) days prior to the sale of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof.

18. **Violations of Certain Rules.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the now incumbent Mayor of Chicago, Illinois, and the now incumbent President of the United States.

19. **Severability.** The invalidity of any restriction hereby imposed, or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration and all of the terms hereof are hereby declared to be severable.

20. **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium development.

21. **Resale of Unit.** In the event of a resale of a Unit, the purchaser of a Unit from a

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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).

22. **Assignment.** A Unit Owner may not assign, delegate, transfer, surrender, or avoid the duties, responsibilities, and liabilities of a Unit Owner under the 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.

23. **Trustees.** In the event title to any unit should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such unit. No claim shall be made against any such titleholding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfer of beneficial interest or in the title of such real estate.

APPROVED THIS 9th DAY OF March, 2007.

WINDSOR WEST CONDOMINIUM
ASSOCIATION

By: _____

Its President

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The foregoing Amended and Restated Declaration is further approved by two-thirds (2/3) of the Board of Directors:

Name: Mercedes Plascencia

Signature: Mercedes Plascencia

Name: Dorothy Doktor

Signature: Dorothy Doktor

Name: Leslie Raymond

Signature: Leslie W. Raymond

Name: _____

Signature: _____

Name: _____

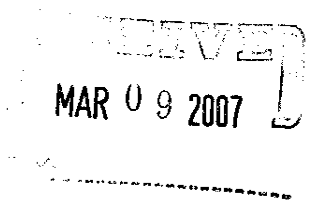
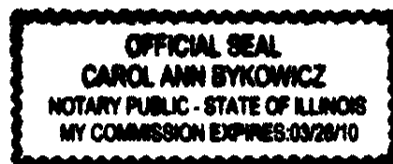
Signature: _____

Name: _____

Signature: _____

Sworn to and subscribed before me this
4th day of March, 2007

Carol Ann Bykowitz
Notary Public



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EXHIBIT

STATE OF ILLINOIS)
) ss.
 COUNTY OF COOK)

I, Mercedes Plasencia, state that I am the President of the Board of Directors of the Windsor West Condominium Association, and that a copy of the foregoing Amended and Restated Declaration was either delivered personally to each Unit Owner at the Association or was sent by regular U.S. 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 Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment.

By: Mercedes Plasencia
 Title: President

Signed this 9th day of March, 2007

Carol Ann Bykowitz
 Notary Public



UNOFFICIAL COPY**EXHIBIT "A"****LEGAL DESCRIPTION**

Units in the Windsor West Condominium, together with an undivided percentage interest in the common element, as delineated on Plat of Survey attached as Exhibit A to the Declaration of Condominium made by N. W. F Services, Inc., a corporation of Illinois, registered in the Office of the Registrar of Titles of Cook County, Illinois, as Document No. 2663326, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
1-A	13-16-116-031-1001	5332 W Windsor Ave Chicago, IL 60630
1-B	13-16-116-031-1002	5332 W Windsor Ave Chicago, IL 60630
1-C	13-16-116-031-1003	5340 W Windsor Ave Chicago, IL 60630
1-D	13-16-116-031-1004	5340 W Windsor Ave Chicago, IL 60630
1-E	13-16-116-031-1005	5332 W Windsor Ave Chicago, IL 60630
1-F	13-16-116-031-1006	5332 W Windsor Ave Chicago, IL 60630
1-G	13-16-116-031-1007	5340 W Windsor Ave Chicago, IL 60630
1-H	13-16-116-031-1008	5340 W Windsor Ave Chicago, IL 60630
1-I	13-16-116-031-1009	5340 W Windsor Ave Chicago, IL 60630
1-J	13-16-116-031-1010	5340 W Windsor Ave Chicago, IL 60630
1-K	13-16-116-031-1011	5340 W Windsor Ave Chicago, IL 60630
1-L	13-16-116-031-1012	5340 W Windsor Ave Chicago, IL 60630
2-A	13-16-116-031-1013	5332 W Windsor Ave Chicago, IL 60630
2-B	13-16-116-031-1014	5332 W Windsor Ave Chicago, IL 60630
2-C	13-16-116-031-1015	5332 W Windsor Ave Chicago, IL 60630
2-D	13-16-116-031-1016	5332 W Windsor Ave Chicago, IL 60630
2-E	13-16-116-031-1017	5332 W Windsor Ave Chicago, IL 60630
2-F	13-16-116-031-1018	5332 W Windsor Ave Chicago, IL 60630
2-G	13-16-116-031-1019	5340 W Windsor Ave Chicago, IL 60630
2-H	13-16-116-031-1020	5340 W Windsor Ave Chicago, IL 60630
2-I	13-16-116-031-1021	5340 W Windsor Ave Chicago, IL 60630
2-J	13-16-116-031-1022	5340 W Windsor Ave Chicago, IL 60630
2-K	13-16-116-031-1023	5340 W Windsor Ave Chicago, IL 60630
2-L	13-16-116-031-1024	5340 W Windsor Ave Chicago, IL 60630
3-A	13-16-116-031-1025	5332 W Windsor Ave Chicago, IL 60630
3-B	13-16-116-031-1026	5332 W Windsor Ave Chicago, IL 60630
3-C	13-16-116-031-1027	5332 W Windsor Ave Chicago, IL 60630
3-D	13-16-116-031-1028	5332 W Windsor Ave Chicago, IL 60630
3-E	13-16-116-031-1029	5332 W Windsor Ave Chicago, IL 60630
3-F	13-16-116-031-1030	5332 W Windsor Ave Chicago, IL 60630
3-G	13-16-116-031-1031	5340 W Windsor Ave Chicago, IL 60630
3-H	13-16-116-031-1032	5340 W Windsor Ave Chicago, IL 60630
3-I	13-16-116-031-1033	5340 W Windsor Ave Chicago, IL 60630
3-J	13-16-116-031-1034	5340 W Windsor Ave Chicago, IL 60630
3-K	13-16-116-031-1035	5340 W Windsor Ave Chicago, IL 60630
3-L	13-16-116-031-1036	5340 W Windsor Ave Chicago, IL 60630