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Cook County Recorder of Deeds  
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RECORDER'S USE

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND  
OF EASEMENTS, RESTRICTIONS, COVENANTS AND  
BY-LAWS FOR THE GREEN OAKS CONDOMINIUM ASSOCIATION OF CHICAGO,  
ALSO KNOWN AS, GREEN OAKS CONDOMINIUM**

**THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-  
LAWS FOR THE GREEN OAKS CONDOMINIUM ASSOCIATION OF CHICAGO,  
ALSO KNOWN AS, GREEN OAKS CONDOMINIUM IS MADE AND ENTERED THIS  
17<sup>th</sup> DAY OF OCTOBER, 2007.**

**RECITALS:**

WHEREAS, the real estate which is legally described in **Exhibit "A"** hereto is hereinafter referred to as the "**Real Estate**";

WHEREAS, the Real Estate is improved with four (4) buildings which contain thirty-two (32) residential units.

WHEREAS, the Real Estate was submitted to the Condominium Property Act of the State of Illinois pursuant to a Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-laws for The Green Oaks Condominium Association of Chicago, also known as, Green Oaks Condominium (the "**Original Declaration**") recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 20504264;

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WHEREAS, upon the Recording of the Original Declaration, all of the Real Estate was made subject to the Original Declaration.

WHEREAS, the Condominium Property consists of and includes portions of the Building, including, without limitation, the foundation, stairwells, roof, and exterior walls and structural components of the Building.

WHEREAS, Section 27(b)(1) of the Illinois Condominium Property Act, 765 ILCS 605/1 et seq. (the "**Act**") authorizes the Board of Directors, by vote of two-thirds of the members thereof, to amend the Declaration to conform to the Act.

WHEREAS, the Original Declaration does not include provisions required by amendments to the Act enacted subsequent to the Recording of the Original Declaration, and the Original Declaration also includes provisions that are contrary to those required by those amendments to the Act.

WHEREAS, in excess of two-thirds of the members of the Board have voted to amend and restate the Original Declaration to conform to the requirements of the Act.

WHEREAS, the Board of Managers of The Green Oaks Condominium Association of Chicago, also known as, Green Oaks Condominium Association, an Illinois not-for-profit corporation (the "**Board**") administers the property of The Green Oaks Condominium Association of Chicago, also known as, Green Oaks Condominium Association ("**Association**"), Chicago, Illinois, pursuant to the Original Declaration for the property legally described in Article II, Section 1 of this Amended and Restated Declaration.

NOW, THEREFORE, in excess of two-thirds of the members of the Board of the Association hereby amend and restate the Original Declaration, to read in full as follows:

## **ARTICLE I. DEFINITIONS**

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

**"Building"**: all structures, attached or unattached, containing one or more Units.

**"Common Elements"**: All portions of the property except the units, including the exclusive easements unless otherwise specified.

**"Declaration"**: Means the instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time amended.

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**"Estimated Cash Requirement"**: The Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for reserve contingencies and replacements, and shall at least thirty (30) days before the adoption thereof notify each owner in writing as to the amount of such estimate, with reasonable itemization thereof.

**"Developer"**: The Beneficiaries of the National Boulevard Bank of Chicago, now known as U.S. Bank, N.A., as Trustee under Trust Agreement dated May 25, 1965 and known as Trust No. 1802, or grantee of the **"Trustee"** who develops the Property, and who submits the Property legally or equitably owned in fee simple by the Developer to the provisions of the Act, or any person who offers Units legally or equitably owned in fee simple for sale in the ordinary course of such person's business, including any successor or successors to such Developer's entire interest in the Property other than the purchaser of an individual Unit.

**"Maintenance Fund"**: All funds collected or received by the Board in accordance with the provisions of this Declaration.

**"Majority"** or **"Majority of the Unit Owners"**: means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership. "Majority" of "Majority of the member of the Board of Managers" means more than fifty percent (50%) of the total number of persons constituting such Board pursuant to the Declaration. Any specified percentage of the Members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to this Declaration.

**"Occupant"**: Person or persons, other than owner, in possession.

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

**"Parcel"**: The entire tract of Real Estate as described in Exhibit A.

**"Parking Area"**: The part of the Common Elements provided for parking automobiles.

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

**"Plat"**: Means a plat or plats of survey of the parcel and all units in the Property submitted to the provisions of the Act, which may consist of a three-dimensional horizontal and vertical delineation of all such units.

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**"Property"**: All the land, property and space comprising the Parcel, all improvements and structures constructed therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the unit owners submitted to the provisions of the Act.

**"Purchaser"**: means any person or persons other than the Developer who purchased a Unit in a bona fide transaction for money.

**"Record"**: Means to record in the office of the recorder or, whenever required, to file in the office of the Registrar of Titles of the county wherein the Property is located.

**"Reserves"**: those sums paid by Unit Owners which are separately maintained by the Board of Managers of the Declaration.

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

**"Unit Owners' Association" or "Association"**: means the association of all the Unit Owners, acting pursuant to the bylaws through its duly elected Board of Managers.

**"Unit Ownership"**: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

## ARTICLE II. UNITS

1. **Description and Ownership.** All units in the buildings located on the Parcel are delineated on the survey of the Property a copy of which is attached to the Original Declaration as Exhibit A (the "**Survey**"). The legal description of each unit shall consist of the identifying number or symbol of such unit as shown on said Survey, and reference to the parcel as described herein and to the document number in this Declaration.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Survey. Every deed, lease mortgage or other instrument may legally describe a Unit as above provided, and every such description shall be deemed good and sufficient for all purposes. Except as provided otherwise in the Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Survey.

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2. **Exceptions.** No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

## ARTICLE III. COMMON ELEMENTS

1. **Description.** Except as provided in paragraph 2 of Article II, the Common Elements shall consist of the Property, as defined herein, excepting therefrom the Property and space designated as Units as set forth in Article II, Par. 1 herein, as shown and delineated on the Survey and shall include, but not by way of limitation, the land, all courtways, sidewalks, service walks, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are located within the Units.

2. **Ownership of Common Elements.** Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners of the Property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount and, once determined, shall remain constant, and may not be changed without unanimous approval of all Owners. The Developer has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in **Exhibit "B"** attached hereto.

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

## ARTICLE IV. GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. **Submission of Property to Act.** The Property is hereby submitted to the provisions of the Act.

2. **No Severance of Ownership.** No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of Ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed

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and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

### 3. Easements.

(a) **Easements.** In the event that, by reason of the construction, settlement or shifting of a 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 the Common Elements, or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid Easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid Easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

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

(c) **Easements run with land.** All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land or any part or portion thereof.

(d) **Exclusive Easements.** An 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; provided, however, that no owner shall decorate, landscape or adorn such patio in any manner contrary to such rules and regulations as may be established by the Board or the Association, as hereinafter provided, unless he shall first obtain the written consent of said Board or Association so to do. Also, a valid exclusive easement to use an area adjoining each unit to contain a refuse receptacle.

(e) **Conveyance.** Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the

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easements and rights described in this Article, or described in any other part of the Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4. **Parking Area.** The parking area on the Property shall be part of the Common Elements. On the Survey there are "**Designated Parking Spaces**" by numbers which correspond to numbers assigned to each of the Units and a valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner to use and occupy such Designated Parking Space. The Board will prescribe rules and regulations for the use of the parking area.

## **ARTICLE V. ADMINISTRATION**

1. **Administration of Property.** The direction and administration of the Property shall be vested in a Board, consisting of five persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, 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. If there are multiple Owners of a single Unit, only one of the Owners shall be eligible to serve as a member of the Board at any one time.

a. **Candidate Background.** The Board 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.

2. **Voting Rights.**

a. **Voting Member.** There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereafter referred to) as "**Voting Member**". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners so

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designating. In addition, such proxy shall only be valid for eleven (11) months after its execution. Any or all of such Owners must be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth by Exhibit "B". Beneficiary of a land trust holding legal title to any Unit Ownership shall be eligible to vote provided such beneficiary is certified by the Trustee as being the beneficiary of such trust.

b. If a rule adopted at least one hundred and twenty (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 ten (10) and not more than thirty (30) days before the election meeting, and the Board shall give Unit Owners not less than twenty-one (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 seven (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.

c. 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 2(b), the Board shall call a meeting of the Unit Owners within thirty (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.

d. The Association may, upon adoption of the appropriate rules by the Board, 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



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Owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

e. In the event of a resale of a Unit, the purchaser of a Unit from a seller pursuant to an Installment Contract, as defined hereafter, 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 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 and to be elected to and serve on the Board 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).

f. 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 Unit Owners specified in the 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.

g. Any proxy distributed for Board elections by the Board 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.

### 3. **Meetings.**

(a) **Quorum.** The presence, in person or by proxy, of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting.

(b) **Board Meetings.** Meetings of the Board shall be open to any Unit Owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board of

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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 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 except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

(c) **Initial and Annual Meetings.** The initial meeting of the Voting Members shall be held upon ten (10) days written notice given by the Developer to the Unit Owners which meeting shall be held not later than July 1, 1969. Thereafter, there shall be an annual meeting of the Voting Members on the first Tuesday of July following such initial meeting, and on the first Tuesday of July each succeeding year thereafter, at 7:30 P.M. in the Building, or at such other reasonable time and place (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting. The Board shall meet at least four (4) times annually.

(d) **Special Meetings.** Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, the President or by vote of at least twenty percent (20%) of the Voting Members, and delivered not less than ten (10) days and no more than thirty (30) days prior to the date of the meeting and the matters to be considered.

e. **Two Thirds Vote.** 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

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the Property and assets of the Association; and (3) the purchase or sale of land or of Units on behalf of all Unit Owners.

4. **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

5. **Board of Managers**

(a) at the initial meeting the voting members shall elect a Board. In all elections for members of the Board, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting three Board members shall be elected for a term of two (2) years, and two Board members shall be elected for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) Board members, and that the term of at least one-third (1/3) of the persons on the Board shall expire annually. No member of the Board or officer shall be elected for a term of more than two (2) years, but officers and Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the voting members called for such purpose. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members: 1) a President, who shall preside over both its meetings and those of the Voting Members and who shall be responsible for executing and recording amendments and condominium instruments unless another officer is authorized by the Board; 2) a Secretary who shall keep the minutes of all meetings of the

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Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary; and, 3) a Treasurer to keep the financial records and books of account.

(c) Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any annual or special meeting. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

## 6. **General Powers of the Board.**

(a) The powers and duties of the Board, shall include, but not be limited to the following:

(i) To provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Elements. Nothing in this subsection (a) shall be deemed to invalidate any provision in the Declaration or By-Laws placing limits on expenditures for the Common Elements, provided, that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing portions of the Common Elements. The terms "repair, replacement or restoration" means expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities, or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment, with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such elements or facilities; provided that, unless the improvement is mandated by law or is an emergency as defined in Section 18(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;

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

(iii) To levy and expend assessments;

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- (iv) To collect assessments from Unit Owners;
- (v) To provide for the employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the Common Elements;
- (vi) To obtain adequate and appropriate kinds of insurance;
- (vii) To own, convey, encumber, lease and otherwise deal with Units conveyed to or purchased by it;
- (viii) 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 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 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 Unit;
- (ix) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (x) 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;
- (xi) 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 Association;
- (xii) 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

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to be heard, to levy reasonable fines for violation of the Declaration, Bylaws, and rules and regulations of the Association;

(xiii) By a majority vote of the entire Board, 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;

(xiv) 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 Act;

(xv) 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 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 Unit on the same equal cost per Unit;

(xvi) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the 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;

(xvii) 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.

(xviii) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund any capital addition or improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of Two Thousand Dollars (\$2,000), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the common elements requiring an expenditure in excess of Two

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Thousand Dollars (\$2,000) without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

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

(xx) The Board, at the direction of the Voting Members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Development, and for the health, comfort, safety and general welfare of the Owners and occupants of said Development. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Development shall at all times be maintained subject to such rules and regulations.

(xxi) The Board may, after prior approval of the voting members having two thirds (2/3) of the total votes, engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

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

(xxiii) 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.

(b) The Board for the benefit of all the Owners, shall acquire, and shall pay for out of the Maintenance Fund hereinafter provided for, the following:

(i) Water, waste removal, electricity and telephone and other necessary utility service for the common elements and (if not separately metered or charged) for the units.

(ii) A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units; or such fire and casualty insurance as the Board shall determine gives substantially equal or greater protection written in the name of, and the proceeds thereof shall be payable to, the

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members of the Board, as trustees for each of the Unit Owners in the percentages established in Exhibit B.

(iii) A policy or policies insuring the members of the Board, their agents and employees and the Owners against any liability to the public or to the Owners (of Units and of the Common Elements, and their invitees, or tenants), incident to the ownership and/or use of the Common Elements and Units, in accordance with the provisions of paragraph 9 herein.

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

(v) The services of any person or firm employed by the Board.

(vi) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the units, and of the doors and windows appurtenant thereto, which the Owner shall paint, clean, decorate, maintain and repair) and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(vii) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium development or for the enforcement of these restrictions.

(viii) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph (I) of Article VI.

(ix) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the



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Common Elements, or any other portion of the Building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair, which assessment shall become a lien and be enforceable in the same manner as provided in Paragraph (g) of Article VI.

(x) The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. It may likewise enter any patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the Maintenance Fund.

(xi) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Maintenance Fund any capital addition or improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of two thousand dollars (\$2,000), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of two thousand dollars (\$2,000) without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

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

(xiii) The Board, at the direction of the Voting Members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the owners and occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Development shall at all times be maintained subject to such rules and regulations.

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(xiv) The Board may, after prior approval of the Voting Members having sixty-six and two-thirds percent (66-2/3%) of the total votes, engage the services of an agent to manage the property to the extent deemed advisable by the Board.

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

7. **Liability of the Board of Managers.** The members of the Board and the officers thereof or of the Association shall not be liable to the owners for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The 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 Owners of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Owners of the Association. The liability of any 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 Owners in the Common Elements. Each agreement made by such members or officers or by the managing agent of behalf of the Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Owners or for the Association.

8. **Contracts with Board.** 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.

9. **Insurance Provisions.** 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 exclusive easements and except as otherwise determined by the Board, the bare walls,

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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 exclusive easements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

(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, 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) **Required provisions.** 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.

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- (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 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 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.

## ARTICLE VI. ASSESSMENTS – MAINTENANCE FUND

1. The Assessments and Maintenance Fund shall be managed as follows:
  - (a) The Estimated Cash Requirement shall be assessed to the owners according to each owner's percentage of ownership in the common elements as set forth in Exhibit "B" attached hereto. On or before January 1<sup>st</sup> of the ensuing year, and the 1<sup>st</sup> of each and every month of said year, each owner shall be obligated to pay to the Board or as it may direct, 1/12<sup>th</sup> of the assessment made pursuant to this paragraph. On or before April first of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the 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 Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.
  - (b) The Board shall build up and maintain a reasonable Reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such Reserve. If said Estimated Cash Requirement 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 Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all 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 Owners shall be obligated to pay the adjusted monthly amount.
  - (c) Except as provided in subsection (e) below, if an adopted budget or any separate assessment by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments

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payable during the preceding fiscal year, the Board, upon written petition by Unit Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the budget or separate assessment, it is ratified.

(d) 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.

(e) 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 (c) above or item (f) 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.

(f) 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.

(g) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by items (e) and (f) above, 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.

(h) When the first Board elected hereunder takes office, it shall determine the Estimated Cash Requirement, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in paragraph (a) of this Article.

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

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(j) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any owner or any representative of an owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth for the amount of any unpaid assessments or other charges due and owing from such owner.

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

(l) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the unit ownership of the owner involved when payable and may be foreclosed by an action brought in the names of the Board of Managers as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company or savings and loan association shall be subject as to priority after written notice to said of unpaid common expenses only to the lien of all common expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or has a receiver appointed in a suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

(m) Amendments to this Article VI shall only be effective upon unanimous written consent of the Owners, and their Mortgagees. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuser of the Common Elements or abandonment of his or her unit.

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2. **Fidelity Bond.** 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.
3. **Forebear.** The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

## **ARTICLE VII.**

### **COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

1. The Units and Common Elements shall be occupied and used as follows:
- (a) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.
- (b) 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 hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.
- (c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.
- (d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed



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upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

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

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

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

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

(i) There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements except that patio areas may be used for their intended purposes.

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted in any unit, nor shall any "For Sale" or "For Rent" signs, advertising or other displays 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 reserved by the sales agent of the Property to use any unsold Unit or Units for sales or display purposes and to maintain customary advertising signs on the Property in connection therewith at such location and in such forms as shall be determined by such sales agent.

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

(l) That part of the Common Elements identified in the Survey as "Parking Area" shall be used by the Owners for parking purposes, subject to the provisions of par. 4 of Article IV.

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(m) The Unit restrictions in paragraphs (a) and (j) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) or (j) of this Article VII.

## ARTICLE VIII. SALE, LEASING OR OTHER ALIENATION

1. **Sale or Lease.** Any Owner who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) to any person not related by blood or marriage to the Owner shall give to the Board no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other Unit Owners shall at all times have the first and option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days, following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, the Owner (or lessee) may, at the expiration of said thirty-day period and at any time within sixty (60) days after the expiration of said period, contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

2. **Act and Declaration.** The provisions of the Act, the Declaration, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease. With regard to any lease, the Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. In addition to any other remedies, by filing an action jointly against the tenant and the Unit Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or by the Declaration, By-Laws, and rules and regulations. The Board of Managers may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by a tenant of any covenants, rules, regulations or By-Laws.

3. **Gift.** Any owner who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of the Owner under the Rules of Descent of the State of Illinois were her or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the Board and their successors

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in office, acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such Unit ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

4. **Devise.** in the event any Owner dies leaving a will devising his or her Unit Ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit Ownership or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire ten (10) 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 who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other Unit Owners, or their authorized representative, pursuant to authority given to the Board by the owners as hereinafter provided, to bid at

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any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

## 5. **Involuntary Sale.**

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

(b) In the event any 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 Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VI.

6. **Consent of Voting Members.** The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior written consent of 90% of all of the Voting Members except the members whose Unit or Units are the subject of the option. The members of the Board or their duly authorized representatives, acting on behalf of the other Unit Owners, may bid on the purchase at any sale of a unit ownership or interest therein, which said sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of ninety percent (90%) of the Voting Members whose Units are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board or their duly authorized representatives are authorized to bid and pay for said Unit or interest therein.

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

8. **Proof of Termination of Option.** A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this

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

## 9. Financing of Purchase under Option.

(a) Acquisition of Unit Ownerships or any interest therein under the provisions of this Article shall be made from the Maintenance Fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of ownership in the Common Elements as set forth in "Exhibit B" bears to the total of all such percentages applicable to the Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph 1(l) of Article VI.

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

10. **Title to Acquired Interests.** Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the members of the Board for the benefit of all the Owners. All proceeds of such sale and/or leasing shall be deposited in the Maintenance Fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under terms of Article VI.

11. **Definition of "Owner".** The term "Owner", when used in Paragraphs 1, 3 and 4 of this Article VIII with respect to a sale, lease, gift or devise of a Unit Ownership or interest therein by such "Owner" shall include the beneficiary or beneficiaries of any trust, partner of any partnership or shareholder of any corporation holding title to such Unit Ownership or interest therein, but shall not include the Trustee or the Developer, nor shall the provisions of said Paragraphs 1, 3 and 4 apply to any transfer as between Co-Owners of any Unit Ownership.

## ARTICLE IX.

### DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

1. **Sufficient Insurance.** In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost

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of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event, within thirty (30) days after said damage or destruction, the Unit Owners elect either to sell the Property as hereinafter provided in Article X or to withdraw the Property from the provisions of the Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

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

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

## **ARTICLE X. SALE OF THE PROPERTY**

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

## **ARTICLE XI. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS**

1. **Abatement and Enjoyment.** The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the Property upon which, or as to which, such

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violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

2. **Involuntary Sale.** If any Owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court report charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in paragraph 5(a) of Article VIII 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.

## **ARTICLE XII. ASSOCIATION**

The Developer, upon the sale of one or more Units, and prior to the election of the first Board, and the Board at any time thereafter, may cause to be incorporated a non-profit corporation under the laws of the State of Illinois to be called "THE GREEN OAKS CONDOMINIUM ASSOCIATION OF CHICAGO", or a name similar thereto, to facilitate administration and operation of the Property. Upon the formation of such Association, every Owner shall become a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

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## ARTICLE XIII. GENERAL PROVISIONS

1. **Developer.** Until such time as the Board provided for in this Declaration is formed, the Developer shall exercise the powers, rights, duties and functions of the Board and the Developer shall not be liable to the Owners for any mistake of judgment or any acts or omissions made in good faith.

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

3. **Notice.** Notices required to be given to said Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail addressed to such member or officer at his Unit.

4. **Deceased Owner.** Notices required to be given any devise or personal representative of a deceased owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

5. **Binding.** Each Grantee of the Trustee by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Trustee's Deed, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner in like manner as though the provisions of this declaration were recited and stipulated at length in each and every deed of conveyance.

6. **Non-waiver.** No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breached which may occur.

7. **Modification or Rescission.** The provisions of Article III, Article VI, Sections 1,2,3,4, and 5 of Article VIII, and this paragraph 7 of Article XIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the members of the Board, the Owners having at least three-fourths (3/4ths) of the total vote and containing an affidavit by an officer of



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the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded as to conflict with the provisions of the Act.

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

9. **Perpetuities.** 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 years after the death of the survivor of the now living lawful descendants of Arnold Nagler of Chicago, Illinois, and John F. Kennedy, Late President of the United States.

10. **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 townhouse development.

11. **Trustee.** In the event title to any residential 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 residential 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 transfers of beneficial interest or in the title to such real estate.

12. **Flag.** 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

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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.

**[REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]**

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IN WITNESS WHEREOF, the Board has duly executed this Restated and Amended Declaration.

**THE GREEN OAKS CONDOMINIUM ASSOCIATION OF CHICAGO, an Illinois not-for-profit corporation**

By: BARBARA B. KREML  
Name: Barbara B. Kreml  
Its: President

By: Susan E. Dietz  
Name: Susan E. Dietz  
Its: Secretary

Property of Cook County Clerk's Office

This instrument prepared by and after recording should be returned to:

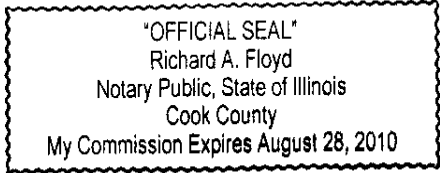
Amstein & Lehr LLP  
120 S. Riverside Plaza, Suite 1200  
Chicago, Illinois 60606  
Attention: Allan Goldberg, Esq.

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STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF C O O K        )

I, RICHARDA. FLOYD a Notary Public in and for said County in the State aforesaid, do hereby certify that Barbara B. Hreml and Susan E. Bieby, personally known to me to be the President and Secretary, respectively, of The Green Oaks Condominium Association of Chicago, appeared before me this day in person and acknowledged that as such President and Secretary, they signed and delivered the above instrument as their free and voluntary act and as the free and voluntary act of The Green Oaks Condominium Association of Chicago, for the uses and purposes therein set forth and pursuant to their authority as officers of said Association.

Given under my hand and seal this 9 day of OCTOBER, 2007  
Richard A. Floyd  
Notary Public



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## SECRETARY'S AFFIDAVIT

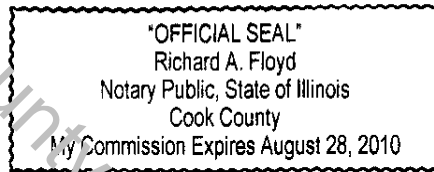
STATE OF ILLINOIS        )  
   ) SS.  
 COUNTY OF COOK        )

I, Susan E. Dietz, being first on oath duly sworn, depose and state that I am the duly elected Secretary of Board of Managers of The Green Oaks Condominium Association of Chicago, and I hereby certify that the above and foregoing Amended and Restated Declaration of Condominium Ownership for The Green Oaks Condominium Association of Chicago was duly approved by more than two-thirds of the members of the Board of Directors of The Green Oaks Condominium Association of Chicago at a meeting of the Board held on Oct. 8, 2007.

Susan E. Dietz

Given under my hand and seal this 8 day of OCTOBER, 2007

Richard A. Floyd  
 Notary Public



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## EXHIBIT A

### Legal Description:

The following described real estate commonly known as Greenleaf and Oakley Aves., in the City of Chicago, County of Cook and State of Illinois:

Parcel 1:

Lot 6 (except the West 17 feet thereof as measured along the South line thereof) and all of Lots 7, 8, and 9 in E W Zander and Company's Addition to Rogers Park to the North West ¼ of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian

also

Parcel 2:

Lot 190 (except that part lying West of Northerly extension of the East line of the West 17 feet of Lot 6 aforesaid) and that part of Lot 191 lying West of Northerly extension of the East line of Lot 9 aforesaid in the subdivision of Lot 95 in McGuire and Orr's Ridge Boulevard Addition to Rogers Park, being a subdivision in the North West ¼ of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

also

Parcel 3:

Lots 4, 5, 6, 7, 8, 9 and 10 in Block 5 in Keeney's Addition to Rogers Park, being a subdivision of the 55 487/1000 acs North and adjoining South 45 63/100 acres of that part of the North West ¼ of Section 31, Township 41 North, Range 14 East of the Third Principal Meridian, lying West of Ridge Road in Cook County, Illinois

**PIN:**

11-31-104-044-1001; 11-31-104-044- 1002; 11-31-104-044-1003; 11-31-104-044-1004; 11-31-104-044-1005; 11-31-104-044-1006; 11-31-104-044-1007; 11-31-104-044-1008; 11-31-108-021-1001; 11-31-108-021-1002; 11-31-108-021-1003; 11-31-108-021-1004; 11-31-108-021-1005 ; 11-31-108-021-1006 ; 11-31-108-021-1007 ; 11-31-108-021- 1008; 11-31-108-021-1009; 11-31-108-021-1010; 11-31-108-021-1011; 11-31-108-021-1012; 11-31-108-021-1013; 11-31-108-021-1014; 11-31-108-021-1015; 11-31-108-021-1016; 11-31-108-021-1017; 11-31-108-021-1018; 11-31-108-021-1019; 11-31-108-021- 1020; 11-31-108-021-1021; 11-31-108-021-1022; 11-31-108-021-1023; and, 11-31-108-021- 1024

**Common Address: 2327W. West Greenleaf, Chicago, Illinois 60645**

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## EXHIBIT B

Unit Owner's Percentage Ownership in Common Elements

**EXHIBIT B ATTACHED TO AND MADE A PART OF DECLARATION OF  
CONDOMINIUM OWNERSHIP FOR GREEN OAKS CONDOMINIUM ASSOCIATION  
OF CHICAGO, ALSO KNOWN AS, GREEN OAKS CONDOMINIUM**

<u>UNIT</u>	<u>PERCENT OF OWNERSHIP OF COMMON ELEMENTS</u>	<u>UNIT</u>	<u>PERCENT OF OWNERSHIP OF COMMON ELEMENTS</u>
101	3.50	202	3.04
102	3.50	203	3.04
103	3.50	208	3.03
104	3.50	209	3.03
401	3.11	302	3.03
402	3.06	303	3.03
403	3.06	308	3.04
404	3.08	309	3.04
501	3.09	201	3.24
502	3.04	204	3.20
503	3.04	207	3.19
504	3.06	210	3.24
205	2.87	301	3.24
206	2.85	304	3.19
305	2.87	307	3.20
306	2.85	310	3.24