

**UNOFFICIAL COPY**



This document prepared by and when recorded mail to:

Howard S. Dakoff, Esq.  
Levenfeld Pearlstein, LLC  
2 N. LaSalle Street, 13<sup>th</sup> Floor  
Chicago, Illinois 60602

Doc#: 0808016020 Fee: \$128.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/20/2008 10:46 AM Pg: 1 of 47

*This space reserved for Recorder's use only.*

Property of Cook County Clerk's Office

**AMENDED AND RESTATED DECLARATION  
OF  
CONDOMINIUM OWNERSHIP  
FOR  
1419 NORTH STATE PARKWAY CONDOMINIUM**

PIN NOS.: 17-03-102-034-1001 THROUGH 17-03-102-034-1039

LP 915157.1 \ 35344-63221

RECORDING FEE \$128  
DATE 3-20-08 COPIES 6  
OK BY C.J.

4796

# UNOFFICIAL COPY

## TABLE OF CONTENTS

<u>DECLARATION</u>	<u>Pages</u>
<b>ARTICLE ONE - DEFINITIONS</b> .....	1
1.01 ACT .....	1
1.02 ASSOCIATION .....	1
1.03 BOARD .....	1
1.04 BUILDING.....	1
1.05 BUILDING EXPENSES .....	2
1.06 BY-LAWS .....	2
1.07 COMMON ELEMENTS .....	2
1.08 COMMON EXPENSES .....	2
1.09 DECLARATION .....	2
1.10 DWELLING UNIT .....	2
1.11 FAMILY .....	2
1.12 FIRST MORTGAGEE .....	2
1.13 GENERAL EXPENSES .....	2
1.14 LIMITED COMMON ELEMENTS .....	2
1.15 MAJORITY OR MAJORITY OF THE OWNERS .....	3
1.16 MEETING OF THE BOARD OF DIRECTORS .....	3
1.17 OWNER.....	3
1.18 PARCEL .....	3
1.19 PARKING EXPENSES .....	3
1.20 PARKING LOT.....	3
1.21 PARKING UNIT .....	3
1.22 PERSON .....	3
1.23 PLAT.....	3
1.24 PROPERTY .....	4
1.25 RECORD .....	4
1.26 TRUSTEE.....	4
1.27 UNDIVIDED INTEREST .....	4
1.28 UNIT: .....	4
1.29 UNIT OWNERSHIP .....	4
1.30 VOTING MEMBER .....	4
<b>ARTICLE TWO - SCOPE OF DECLARATION AND CERTAIN PROPERTY RIGHTS</b> .....	4
2.01 PROPERTY SUBJECT TO DECLARATION .....	4
2.02 CONVEYANCES SUBJECT TO DECLARATION .....	4
2.03 ENCROACHMENTS .....	5
2.04 OWNERSHIP OF COMMON ELEMENTS .....	5
2.05 OWNERS' RIGHTS TO USE THE COMMON ELEMENTS .....	5
2.06 LEASE OF COMMON ELEMENTS .....	6
2.07 UTILITY EASEMENTS.....	6
2.08 ADDITIONAL EASEMENTS .....	6
2.09 BOARD'S RIGHT OF ENTRY .....	6
2.10 SEPARATE MORTGAGES .....	6
2.11 SEPARATE REAL ESTATE TAXES .....	6
2.12 LEASE OF UNIT: .....	7

# UNOFFICIAL COPY

<b>ARTICLE THREE - USE, OCCUPANCY AND MAINTENANCE OF THE PROPERTY</b> .....	7
3.01 MAINTENANCE, REPAIRS AND REPLACEMENTS OF COMMON ELEMENTS.....	7
3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS.....	8
3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS.....	8
3.04 DAMAGE CAUSED BY OWNER:.....	9
3.05 USE OF PARKING UNITS.....	9
3.06 RESIDENTIAL USE ONLY:.....	9
3.07 WINDOW TREATMENT/FLOOR COVERING:.....	9
3.08 MECHANIC'S LIENS.....	9
3.09 USE AFFECTING INSURANCE.....	9
3.10 SIGNS.....	10
3.11 PETS.....	10
3.12 STRUCTURAL IMPAIRMENT.....	10
3.13 PROSCRIBED ACTIVITIES.....	10
3.14 NO UNSIGHTLY USES.....	10
3.15 RULES AND REGULATIONS:.....	10
<b>ARTICLE FOUR - THE ASSOCIATION</b> .....	10
4.01 THE ASSOCIATION.....	10
4.02 MEMBERSHIP.....	10
4.03 THE BOARD:.....	11
4.04 VOTING RIGHTS.....	11
4.05 MANAGING AGENT.....	11
4.06 DIRECTOR AND OFFICER LIABILITY.....	11
<b>ARTICLE FIVE - INSURANCE/CONDEMNATION</b> .....	11
5.01 PROPERTY INSURANCE.....	11
5.02 INSURANCE TRUSTEE/USE OF PROCEEDS.....	12
5.03 OTHER INSURANCE.....	12
5.04 OWNER'S RESPONSIBILITY.....	13
5.05 WAIVER OF SUBROGATION.....	13
5.06 REPAIR OR RECONSTRUCTION.....	14
5.07 CONDEMNATION.....	15
<b>ARTICLE SIX - ASSESSMENTS</b> .....	15
6.01 CREATION OF LIEN AND PERSONAL OBLIGATION.....	15
6.02 PURPOSE OF ASSESSMENTS.....	16
6.03 ANNUAL ASSESSMENT.....	16
6.04 PAYMENT OF ANNUAL ASSESSMENT.....	17
6.05 REVISED ANNUAL ASSESSMENT.....	17
6.06 SPECIAL ASSESSMENT.....	17
6.07 CAPITAL RESERVE.....	18
6.08 [Intentionally Omitted].....	18
6.09 NONPAYMENT OF ASSESSMENTS.....	18
6.10 ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES.....	19
<b>ARTICLE SEVEN - REMEDIES FOR BREACH OR VIOLATION</b> .....	19
7.01 SELF-HELP BY BOARD.....	19
7.02 INVOLUNTARY SALE.....	19
7.03 FORCIBLE DETAINER.....	20
7.04 OTHER REMEDIES OF THE BOARD.....	20
7.05 COSTS AND EXPENSES.....	20
7.06 ENFORCEMENT BY OWNERS.....	20
<b>ARTICLE EIGHT - AMENDMENTS</b> .....	20
8.01 AMENDMENT BY OWNERS.....	20

# UNOFFICIAL COPY

<b>ARTICLE NINE - FIRST MORTGAGEES' RIGHTS</b> .....	21
9.01 FIRST MORTGAGEES' CONSENT .....	21
9.02 NOTICE TO FIRST MORTGAGEES .....	21
9.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS .....	22
<b>ARTICLE TEN - [INTENTIONALLY OMITTED]</b> .....	22
<b>ARTICLE ELEVEN - MISCELLANEOUS</b> .....	22
11.01 SEVERABILITY .....	22
11.02 NOTICES .....	22
11.03 CAPTIONS/CONFLICTS .....	22
11.04 PERPETUITIES AND OTHER INVALIDITY .....	23
11.05 TITLE HOLDING LAND TRUST .....	23

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR 1419 NORTH STATE PARKWAY CONDOMINIUM

This Amended and Restated Declaration of Condominium Ownership ("Declaration") is made and entered into this 4th day of ~~June~~ OCTOBER, 2007 by the Board of Directors ("Board") of the 1419 North State Parkway Condominium.

### RECITALS:

The Board administers the Property legally described in Exhibit B hereto (the "Parcel"), Chicago, Illinois pursuant to the Declaration.

It is the purpose of this Declaration to set out various provisions governing the use, occupancy, administration and maintenance of the Property which are designed and intended to result in a smooth running, first class condominium.

The declaration dated May 29, 1979, which was originally recorded with the Cook County Recorder of Deeds ("Recorder") as Document No. 25171568, created the Association.

The Board desires to Amend and Restate the Declaration in order to bring the Declaration into compliance with the requirements of the Illinois Condominium Property Act (the "Act").

Pursuant to Section 27(b)(1) of the Act, in order to conform the Declaration to the requirements of the Act, a vote of two-thirds (2/3) of the members of the Board is required.

The Amended and Restated Declaration has been approved and executed by the affirmative vote of at least two-thirds (2/3) of the members of the Board of Directors of the Association.

NOW, THEREFORE, for the purposes above set forth, the Board hereby declares as follows:

### ARTICLE ONE

#### DEFINITIONS

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

1.01 ACT: The Condominium Property Act of the State of Illinois, as amended from time to time.

1.02 ASSOCIATION: The 1419 North State Parkway Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

1.03 BOARD: The board of directors of the Association, as constituted at any time or from time to time.

1.04 BUILDING: All portions of the Common Elements, other than the Parking Lot, including, without limitation, the structural components of the building, the lobby, the corridors, the

# UNOFFICIAL COPY

elevator, the stairwells, the roof, the laundry and storage areas, the boiler room and any other portions of the building, except the Dwelling Units. The garbage disposal area delineated on the Plat shall be part of the Building. The Building shall be a Limited Common Element assigned and appurtenant to the Dwelling Units.

- 1.05 **BUILDING EXPENSES**: The expenses of maintenance, operation, repair, replacement, waste removal, exterior window washing and snow removal of the Building; the cost of additions, alterations or improvements to the Building; any necessary utility expenses for the Building, the expenses of maintenance, repair, and replacement of the wrought iron fence and gate, if any, in front of the building, and all expenses of landscaping the Property; if not separately metered or charged to the Owners of Dwelling Units, the cost of waste removal, water, sewer or other necessary utility services to the Dwelling Units; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners of Dwelling Units.
- 1.06 **BY-LAWS**: The By-Laws of the Association which are attached hereto as Exhibit A.
- 1.07 **COMMON ELEMENTS**: All of the Property, except the Units.
- 1.08 **COMMON EXPENSES**: The Building Expenses, Parking Expenses and General Expenses. In the event of a question concerning the allocation of a particular expense or category of expenses among Building Expenses, General Expenses or Parking Expenses, the determination of the Board shall be final and binding.
- 1.09 **DECLARATION**: This instrument with all Exhibits hereto, as amended or supplemented from time to time.
- 1.10 **DWELLING UNIT**: Each Unit which is specifically designated on the Plat as a Dwelling Unit.
- 1.11 **FAMILY**: One or more persons each related to the other by blood, marriage, or law, together with such relative's respective spouses, who are living together, and up to and including three persons not so related, provided, that such persons maintain a common household. A Family includes any domestic servant and not more than one gratuitous guest residing with the Family; such servant and guest shall be included in the unrelated persons allowed by this definition, and shall not be in addition thereto.
- 1.12 **FIRST MORTGAGEE**: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering an Ownership.
- 1.13 **GENERAL EXPENSES**: The expenses of administration (including management and professional services) of the Common Elements; the cost of insurance required or permitted to be obtained by the Board under Article Five; any expenses designated as common expenses by the Act; any expenses designated as General Expenses by this Declaration or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.
- 1.14 **LIMITED COMMON ELEMENTS**: A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element assigned and appurtenant to and for the exclusive use of Owners of one or more Units but less than all of the Units. Without limiting the foregoing, the Limited Common Elements assigned and

# UNOFFICIAL COPY

appurtenant to each Dwelling Unit exclusively shall include the following (the "Exclusive Limited Common Elements"): (a) perimeter doors and windows which serve the Dwelling Unit, (b) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, (c) the balcony which serves the Dwelling Unit, (d) the storage area assigned to the Dwelling Unit, and (e) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit. The Building shall be a Limited Common Element appurtenant to the Dwelling Units. The Parking Lot shall be a Limited Common Element appurtenant to the Parking Units.

1.15 MAJORITY OR MAJORITY OF THE OWNERS: means the Owners of more than (fifty) 50 in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements. "Majority" or "Majority of the Members of the Board" means more than fifty percent (50%) of the total number of persons constituting such Board pursuant to the By-laws. Any specified percentage of the Members of the Board means that percentage of the total number of persons constituting such Board pursuant to the By-Laws.

1.16 MEETING OF THE BOARD OF DIRECTORS: means any gathering of a quorum of the Members of the Board held for the purpose of conducting Board business.

1.17 OWNER: A Record owner, whether one or more Persons, of fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The Trustee shall be deemed to be an Owner with respect to each Unit owned by the Trustee.

1.18 PARCEL: The real estate which is legally described in Exhibit B hereto, together with all rights appurtenant thereto.

1.19 PARKING EXPENSES: The expenses of maintenance, operation, repair, replacement and snow removal of the Parking Lot; the cost of additions, alterations or improvements to the Parking Lot; any necessary utility expenses and any other expenses law-fully incurred-by the Association for the common benefit of all Owners of Parking Units.

1.20 PARKING LOT: The parking area, any driveways providing ingress and egress thereto and any fence or fences surrounding the parking area. The Parking Lot shall be a Limited Common Element assigned and appurtenant to the Parking Units.

1.21 PARKING UNIT: Each Unit which is specifically designated on the Plat as a Parking Unit.

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

1.23 PLAT: The plat or plats of survey attached and hereafter attached as Exhibit D hereto, which set forth the measurements, elevations, locations of the Property, and such other data as may be required by the Act. The Plat shall show the location of the planes which constitute the perimeter boundaries of each Unit and shall identify each Unit with a distinguishing number or other symbol.

# UNOFFICIAL COPY

1.24 PROPERTY: All the land, property, space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby submitted and subjected to the provisions of this Declaration and the Act.

1.25 RECORD: To record with the Recorder of Deeds of Cook County, Illinois.

1.26 TRUSTEE: American National Bank and Trust Company of Chicago, not individually, but solely as Trustee under Trust Agreement dated May 29, 1979 and known as Trust No. 46629, its successors and assigns.

1.27 UNDIVIDED INTEREST: The percentage of ownership interest in the Common Elements appurtenant to a Unit as herein and hereafter allocated on Exhibit C hereto.

1.28 UNIT: A part of the Property designed and intended for any type of independent use which is designated as a Unit on the Plat. Each Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Unit as shown on the Plat and in the case of the Dwelling Units, the fixtures and improvements located wholly within such boundaries which serve such Unit exclusively. A Unit shall not include the following, wherever located:

- (a) any structural components of the Property; or
- (b) any component of a system which serves more than one Unit where such component is an integral part of such system, and is not intended to serve the Unit exclusively.

Each Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.29 UNIT OWNERSHIP: A part of the Property consisting of one Unit and its Undivided Interest.

1.30 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four.

## ARTICLE TWO

### SCOPE OF DECLARATION AND CERTAIN PROPERTY RIGHTS

2.01 PROPERTY SUBJECT TO DECLARATION: Trustee, as the previous owner of fee simple title to the Parcel, expressly intended to and, by the Recording of the original Declaration as Document No. 25171568 did hereby submit the Parcel and the Property to the provisions of the Act.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any person having at any time any interest or estate in the Property, and their respective heirs,



# UNOFFICIAL COPY

successors, personal representatives or assigns. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

**2.03 ENCROACHMENTS:** In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or (ii) any part of any Unit encroaches or shall hereafter encroach upon any part of any other Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Unit which shall encroach upon the Common Elements or any other Unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

**2.04 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. Each Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) was determined by the Condominium developer as required under the Act to be as set forth in Exhibit C attached hereto. Except as specifically permitted under the Act or this Declaration, Exhibit C may not be changed without unanimous written approval of all Owners and all First Mortgagees.

**2.05 OWNERS' RIGHTS TO USE THE COMMON ELEMENTS:**

(a) Each Owner shall have the right to use the Common Elements (except the Exclusive Limited Common Elements) in common with all other Owners, as may be required for ingress and egress to and from his respective Unit, and for such other purposes not prohibited hereunder. Each Owner of a Dwelling Unit shall have the right to use the Parking Lot as may be required for ingress and egress to and from his respective Unit.

(b) Each Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements which serve his Dwelling Unit. Each Owner shall have the right to the nonexclusive use, in common with other Owners of the Limited Common Elements which serve his Unit and the Units of, such other Owners.

(c) The rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, Family and invitees of each Owner and such rights shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

(d) The use and possession of Limited Common Elements may be transferred by Owners only with consent of the Board and the transfer must comply with the requirements of Section 26 of the Act. In the event of a combination of any Units, the Board and the Owner may execute an amendment to the Declaration, granting the Owner, the right to use, as a Limited

# UNOFFICIAL COPY

Common Element, a portion of the Common Elements adjacent to the new Unit and such combination must comply with requirements of Section 31 of the Act.

2.06 LEASE OF COMMON ELEMENTS: The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, to lease or grant licenses or concessions with regard to parts of the Common Elements (other than Exclusive Limited Common Elements) including, without limitation, any laundry areas.

The rental or fee for, and the terms of, any such lease, license or concession shall be determined by the Board and any and all proceeds therefrom shall be used to pay the Building Expenses or Parking Expenses, as determined by the Board, and shall be taken into account in the preparation of the annual budget.

2.07 UTILITY EASEMENTS: The Illinois Bell Telephone Company (SBC), Commonwealth Edison Company, Northern Illinois Gas Company and all other public and private utilities serving the Property are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Property for the purpose of providing utility services to the Property.

2.08 ADDITIONAL EASEMENTS: In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (a) to grant such easements with respect to the Common Elements as the Board deems necessary and proper and/or (b) to cancel, alter, change or modify any existing easement affecting the Property as the Board shall, in its discretion, determine. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

A majority or more than fifty percent (50%) of the Owners at a meeting of the Owners duly called for such purpose may authorize the granting of an easement for the laying of cable television cable. The grant of such easement shall be in accordance with the terms and conditions of the local ordinance providing for cable television for the City of Chicago.

2.09 BOARD'S RIGHT OF ENTRY: The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit including any of the appurtenant Limited Common Elements, when necessary in connection with any maintenance, repair and replacement for which the Board is responsible. 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, as a Building Expense, if a Dwelling Unit is involved, or as a Parking Expense, if a Parking Unit is involved.

2.10 SEPARATE MORTGAGES: Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit Ownership.

2.11 SEPARATE REAL ESTATE TAXES: Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or

# UNOFFICIAL COPY

agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Owner, but are taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his Undivided Interest. Upon the affirmative vote of not less than a majority of the Voting Members, the Board, on behalf of all Owners, shall have, that authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be General Expenses.

2.12 LEASE OF UNIT: Any Owner shall have the right to lease all (and not less than all) of his Unit upon such terms and conditions as the Owner may deem advisable, except, that no Dwelling Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or maid service) are furnished. Any such lease shall be in writing and shall provide that the lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. Subject to the reasonable rules and regulations of the Board, an Owner may lease his Parking Unit upon such terms as the Owner may deem advisable.

Any Owner leasing a 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. The provisions of the Act, the Declaration, By-Laws and other condominium instruments, and rules and regulations that relate to the use of an 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.

## ARTICLE THREE

### USE, OCCUPANCY AND MAINTENANCE OF THE PROPERTY

#### 3.01 MAINTENANCE, REPAIRS AND REPLACEMENTS OF COMMON ELEMENTS:

(a) Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements shall be furnished by the Board as part of the Building Expenses or Parking Expenses, as determined by the Board.

(b) Each Owner shall furnish at his expense all of the decorating, maintenance, repair and replacement of the Exclusive Limited Common Elements appurtenant to his Dwelling Unit. If in the opinion of the Board, an Owner has failed to furnish the work required above and such failure adversely affects the appearance or structural integrity of the Property, then the Board may cause such work to be furnished and charge the Owner for the cost of the work.

(c) With respect to Limited Common Elements other than the Exclusive Limited Common Elements, instead of furnishing the maintenance, repair or replacement of a particular category or class of Limited Common Elements as a Building Expense or Parking Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Unit at his own expense, or (ii) furnish such services to the Limited Common Element but assess the cost thereof directly to the Owners of Units benefited thereby on the basis of Undivided Interests or in equal shares, whichever the Board feels, in its sole discretion, to be appropriate.

# UNOFFICIAL COPY

## 3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS:

(a) Each Owner shall furnish and be-responsible, at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit and shall keep his Dwelling Unit in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit upon the request of an Owner and may charge a reasonable fee for such services.

(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Unit is necessary to protect the Common Elements or any other portion of the Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and the cost thereof shall be a Building Expense or Parking Expense, as determined by the Board. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

## 3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) The Board may authorize and charge as a Building Expense or Parking Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) additions, alterations, or improvements to the Common Elements. Subject to the provisions of Section 6.06, the cost of any such work to the Common Elements may be paid out of a special assessment.

(b) No additions, alterations or improvements shall be made by an Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by an Owner to his Dwelling Unit (where such work alters the structure of the Dwelling Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior written consent of the Board. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the Owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the Owner's expense; or

(2) If the Owner refuses or fails to properly perform the work required under (1), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

# UNOFFICIAL COPY

(3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

No additions, alterations or improvements shall be made by an Owner to Parking Unit.

3.04 DAMAGE CAUSED BY OWNER: If, due to the act of or the neglect of an Owner, or a member of his Family or household pet or of a guest or other authorized occupant or invitee of such Owner, or resulting from the use or operation of a Unit, damage shall be caused to a part of the Property and maintenance, repairs or replacements shall be required which would otherwise be a Building Expense or Parking Expense, as determined by the Board, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Association.

3.05 USE OF PARKING UNITS: Except as permitted by rules and regulations adopted by the Board, each Parking Unit shall be used only to park one (1) passenger automobile.

3.06 RESIDENTIAL USE ONLY: Except as provided in Article Ten or as permitted by rules and regulations adopted by the Board, each Dwelling Unit shall be used only as a residence for a Family and no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted in a Dwelling Unit. The foregoing restrictions as to residence shall not, however, be construed to prohibit an Owner from: (a) maintaining his personal professional library in his Dwelling Unit; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therein or therefrom.

3.07 WINDOW TREATMENT/FLOOR COVERING: The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible from the exterior of the Dwelling Unit shall be subject to the rules and regulations of the Board. The Board may set standards concerning the sound transmission quality of flooring or floor covering within the Dwelling Units, may prohibit certain types of flooring or floor covering, and, if necessary to avoid or abate the disturbance of neighboring Owners, may require an Owner to carpet his Dwelling Unit with carpeting satisfactory to the Board.

3.08 MECHANIC'S LIENS: The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees) incurred by reason of such lien.

3.09 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property or, in the case of a Dwelling Unit, the contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit any-thing to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or, in the case of a Dwelling Unit, the contents thereof, or which would be in violation of any law.

# UNOFFICIAL COPY

3.10 SIGNS: Except as provided in Article Ten, or permitted by the Board, no "For Sale", "For Rent" or other solicitation or advertising sign or window display shall be maintained or permitted on the Property.

3.11 PETS: No pet shall be kept in the Common Elements. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units. Such rules and regulations may prohibit certain species of pets from being kept in the Dwelling Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Dwelling Unit upon three (3) days' written notice from the Board to the Owner of the Dwelling Unit containing such pet, and the decision of the Board shall be final.

3.12 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Property which would impair the structural integrity of any building or structure located on the Property.

3.13 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Property and nothing shall be done in the Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Units.

3.14 NO UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements except as permitted by rules and regulations of the Board. The Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

3.15 RULES AND REGULATIONS: The use and enjoyment of the Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time; provided that no rule or regulation shall be effective unless and until at least ten (10) days notice thereof is given to all Owners.

## ARTICLE FOUR

### THE ASSOCIATION

4.01 THE ASSOCIATION: Developer has caused the Association to be incorporated as a not-for-profit corporation. The Association shall be the governing body for all of the Owners and for the administration and operation of the Property as provided in the Act, this Declaration and the By-Laws.

4.02 MEMBERSHIP:

(a) There shall be only one class of membership in the Association. The Owner of each Unit shall be a member of the Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Unit. Ownership of a Unit shall be the sole qualification for membership; the Association shall be given written notice of the change of ownership of a Unit within 10 days after such change.

(b) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Unit shall be in more than one person,

# UNOFFICIAL COPY

or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Unit shall be designated by such Owner or Owners in writing to, the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Unit as the Voting Member for such Unit.

4.03 THE BOARD: The Board shall consist of three (3) individuals, each of whom shall be an Owner or a Voting Member. The Board shall be elected at each annual meeting of the Owners as provided in the By-Laws.

4.04 VOTING RIGHTS: Voting rights shall be as set forth in the By-Laws.

4.05 MANAGING AGENT: The term of any management agreement shall not exceed one year and shall be terminable for cause by the Association on 30 days written notice.

4.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which any such director or officer may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

## ARTICLE FIVE

### INSURANCE/CONDEMNATION

5.01 PROPERTY INSURANCE: The Board shall have the authority to and shall obtain property insurance (i) on the Common Elements and the Dwelling Units including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of a Unit, (ii) providing coverage for special form causes of loss, and (iii) a total amount of not less than the full insurable replacement cost of the insured Property, less deductibles, but including coverage for the increased cost of construction due to building code requirements, at the time the insurance is purchased and at each renewal date. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance

# UNOFFICIAL COPY

shall be payable to, the Board as trustee for each of the Owners in accordance with their Undivided Interests. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that. The insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Property or remove the Property from the provisions of the Act, (iv) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Unit Ownership, and (v) shall contain waivers of subrogation with respect to the Association, its directors, officers, employees and agents (including the managing agent), Owners and members of their Family and First Mortgagees, or, alternatively, all such parties shall be named as additional insureds.

**5.02 INSURANCE TRUSTEE/USE OF PROCEEDS:** The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or any Owner of any Unit so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee. The insurance maintained pursuant to Section 5.01 need not cover improvements and betterments to the Units installed by Owners.

**5.03 OTHER INSURANCE:** The Board shall also have the authority to and shall obtain the following insurance:

(a) Insurance on the Property against all loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about said Property, in such amounts as the Board shall deem desirable.

(b) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Property or upon, in or about the streets and passage-ways and other areas adjoining the Property, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence). The 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



# UNOFFICIAL COPY

Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(c) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(d) Employer's liability insurance in such amount as the Board shall deem desirable.

(e) Fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Owners in such amount as the Board shall deem desirable.

(f) Directors and Officers liability insurance.

(g) Such other insurance in such reasonable amounts as is required under the Act or the Board shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be General Expenses.

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 Owner(s) who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Owner(s) of the Units affected to pay the deductible amount.

**5.04 OWNER'S RESPONSIBILITY:** Each Owner of a Dwelling Unit shall be responsible for his own insurance on the contents of his own Dwelling Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the General Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Dwelling Unit without prior request from the Board and shall reimburse the Board for any additional insurance premiums attributable thereto, and shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Each Owner of a Parking Unit shall be responsible for his own insurance in connection with any vehicle parked in his Parking Unit.

**5.05 WAIVER OF SUBROGATION:** Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers,

# UNOFFICIAL COPY

the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered" by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

## 5.06 REPAIR OR RECONSTRUCTION:

(a) In the case of damage by fire or other disaster to a portion of the Property where the insurance proceeds are sufficient to repair or reconstruct the building, then the proceeds shall be used to repair or reconstruct the building.

(b) In the case of damage by fire or other disaster to a portion of the Property where the insurance proceeds are insufficient to repair or reconstruct the building as provided under the Act, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the building shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The building shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the building at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the building shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the building within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice as permitted under the Act.

(5) If (i) the Voting Members do not vote to repair or reconstruct the building under Subsection (4) above and (ii) the Board does not Record a notice as permitted under the Act, then the Voting Members may, with the consent of all First Mortgagees, amend this Declaration pursuant to Section 8.02 hereof to withdraw some or all of the damaged portion of the Property from the condominium as permitted under the Act. The amendment shall provide for the reallocation of Undivided Interests as provided in the Act. If a portion of the Property is withdrawn from the condominium, then the amendment shall provide that the portion of the Property which is so withdrawn shall be owned by the Owners of Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined by dividing the aggregate Undivided Interests allocated to all of the Units (or portions thereof) in such withdrawn portion into the Undivided Interest of the Owner's Unit (or portion thereof) in the withdrawn portion. The amendment shall also reallocate the Undivided Interests of the remaining Units as provided in the Act. The payment of just compensation, or the allocation of

# UNOFFICIAL COPY

any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Voting Members, as provided in the Act. From and after the effective date of the removal of a portion or all of a Unit from the condominium pursuant to this Subsection, the Owner of the Unit shall only be liable for the payment of assessments based on the Undivided Interest, if any, then allocated to the Unit.

(c) If the building is repaired or reconstructed, it shall be done in a workmanlike manner and the building, as re-paired or reconstructed, shall be substantially similar in design and construction to the building as originally constructed.

(d) If the building is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

5.07 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Building Expenses or Parking Expenses, as determined by the Board, or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Association shall execute and Record an instrument on behalf of the Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Unit in the amendment.

## ARTICLE SIX

### ASSESSMENTS

6.01 CREATION OF LIEN AND PERSONAL OBLIGATION: Each Owner of a Unit Ownership by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Association such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such

# UNOFFICIAL COPY

interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

6.02 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Association, to administer the affairs of the Association, and to pay the Common Expenses.

6.03 ANNUAL ASSESSMENT: Each year on or before November 1, and at least thirty (30) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing calendar year which shall show the following, with reasonable explanations and itemizations:

- (a) The estimated Building Expenses;
- (b) The estimated amount, if any, to maintain adequate reserves for Building Expenses;
- (c) The estimated net available cash receipts from sources other than assessments, attributable to the operation of the Building;
- (d) The amount of the "Building Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation;
- (e) That portion of the Building Assessment which shall be payable by the Owner with respect to his Dwelling Unit each month until the next Building Assessment or revised Building Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12th) of the Building Assessment multiplied by a fraction, the numerator of which shall be the Dwelling Unit's Undivided Interest and the denominator of which shall be the total Undivided Interests of all Dwelling Units;
- (f) The estimated Parking Expenses;
- (g) The estimated amount, if any, to maintain adequate reserves for Parking Expenses;
- (h) The estimated net available cash receipts from sources other than assessments, attributable to the operation of the Parking Lot;
- (i) The amount of the "Parking Assessment," which is hereby defined as the amount determined in (f) above, plus the amount determined in (g) above, minus the amount determined in (h) above, minus excess funds, if any, from the current year's operation of the Parking Lot;
- (j) That portion of the Parking Assessment which shall be payable by the Owner of each Parking Unit each month until the next Parking Assessment or revised Parking Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12th) of the Parking Assessment multiplied by a fraction, the numerator of which shall be the Parking Unit's Undivided Interest and the denominator of which shall be the total Undivided Interests of all Parking Units;

# UNOFFICIAL COPY

- (k) The estimated General Expenses;
- (l) The estimated amount, if any, to maintain adequate reserves for General Expenses;
- (m) The estimated net available cash receipts from sources other than assessments, allocable to General Expenses;
- (n) The amount of the "General Assessment," which is hereby defined as the amount determined in (k) above, plus the amount determined in (l) above, minus the amount determined in (m) above, minus excess funds, if any, from the current year's payments of General Expenses;
- (o) That portion of the General Assessment which shall be payable by each Owner each month until the next General Assessment or revised General Assessment becomes effective, which monthly portion shall be equal to one-twelfth (1/12th) of the General Assessment multiplied by the Unit's Undivided Interest.

The Annual Assessment payable by each Owner of a Dwelling Unit shall consist of the Building Assessment plus the General Assessment attributable to his Dwelling Unit. The Annual Assessment payable by each Owner of a Parking Unit shall consist of the Parking Assessment plus the General Assessment attributable to his Parking Unit.

**6.04 PAYMENT OF ANNUAL ASSESSMENT:** On or before the first day of January of the ensuing year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Unit shall pay to the Association, or as it may direct, that portion of the Annual Assessment, if any, which is payable by such Owner.

**6.05 REVISED ANNUAL ASSESSMENT:** If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than ten days prior to the effective date of the decreased assessment.

**6.06 SPECIAL ASSESSMENT:** The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make additions, alterations or improvements to the Common Elements with applicable Owner approval, or (ii) to cover an unanticipated deficit under the current or prior year's budget.

Before adopting a special assessment, (i) the Board shall serve written notice ten (10) to thirty (30) days in advance of the meeting at which it intends to adopt such further assessment, and shall deliver to all Owners a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after adoption thereof by the Board. All Owners shall be obligated to pay the adjusted monthly amount. If any special assessment adopted by the Board would result in the sum of all regular and special assessments payable in the current fiscal year exceeding 115% of the sum of all regular and special assessments payable during the preceding fiscal year, the Board, upon written petition by the Owners with twenty percent (20%)

# UNOFFICIAL COPY

of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the special assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the special assessment, it is ratified, (iii) that any Common Expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be specially assessed against all Owners, (iv) that special assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of item (ii) above or item (v) 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 Owners, (v) that assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted annual budget, shall be specially assessed and are subject to approval of two-thirds (2/3) of the total votes of all Owners, (vi) that the Board may adopt special assessments payable over more than one (1) fiscal year. With respect to multi-year assessments not governed by items (iv) and (v), 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.

Special assessments made with respect to the Parking Lot shall be levied against the Parking Units and paid by the Owners of Parking Units based on undivided Interests. Special assessments made with respect to the Building shall be levied against the Dwelling Units and paid by the Owners of Dwelling Units based on Undivided Interests. Special Assessments which benefit all of the Units shall be levied against all of the Units and paid by the Owners based on Undivided Interests. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

**6.07 CAPITAL RESERVE:** The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Annual Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by each installment of the Annual Assessment paid by such Owner.

**6.08 [Intentionally Omitted]**

**6.09 NONPAYMENT OF ASSESSMENTS:** Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the highest legal rate then permitted in Illinois, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or

# UNOFFICIAL COPY

payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Unit.

**6.10 ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES:** The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any first mortgage on the Unit Ownership recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 6.01.

## ARTICLE SEVEN

### REMEDIES FOR BREACH OR VIOLATION

**7.01 SELF-HELP BY BOARD:** In the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than 10 days prior written notice, shall have the right to enter upon that part of the Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

**7.02 INVOLUNTARY SALE:** If any Owner (either by his own conduct or by the conduct of any other occupant or user of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting 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 determine, except that the court shall enjoin and restrain the defaulting Owner from reacquiring his interest at the judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in the decree. Any balance of

# UNOFFICIAL COPY

proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Unit so purchased subject to this Declaration.

**7.03 FORCIBLE DETAINER:** In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer", as provided in the Act.

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

**7.05 COSTS AND EXPENSES:** All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Illinois until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same upon his Unit Ownership, as provided in Section 6.01.

**7.06 ENFORCEMENT BY OWNERS:** Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

## ARTICLE EIGHT

### AMENDMENTS

**8.01 AMENDMENT BY OWNERS:** Subject to Article Nine and except as otherwise provided in the Act, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of two-thirds (2/3) of the Voting Members (either in person or by proxy) or by an instrument executed by two-thirds (2/3) of the Owners; except that (i) the provisions of Article Nine, Section 6.09 or any other provisions which specifically grants rights to the First Mortgagees may be amended only with the written consent



# UNOFFICIAL COPY

of all First Mortgagees, and (ii) the provisions of this Section may be amended only with the written consent of all Owners and all First Mortgagees. No amendment shall become effective until Recorded.

## ARTICLE NINE

### FIRST MORTGAGEES' RIGHTS

9.01 FIRST MORTGAGEES' CONSENT: The prior written approval of all First Mortgagees will be required for any of the following:

- (a) Except for amendments made pursuant to Section 5.06 or Section 5.07, an Amendment to the Declaration which changes the Undivided Interests;
- (b) The abandonment or termination of the condominium, the removal of any part of the Property from the provisions of the Act and this Declaration, or the sale of the Property; except the consent of First Mortgagees shall not be required for the abandonment or termination of the condominium made pursuant to the Act in the case of substantial destruction by fire or other casualty or the removal of some or all of the Property from the provisions of the Act and this Declaration in the case of a taking by condemnation or eminent domain; or
- (c) The subdivision or partition of a Unit.

9.02 NOTICE TO FIRST MORTGAGEES: Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Unit covered by the First Mortgagee's mortgage;
- (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Association;
- (e) Notice of substantial damage to or destruction of any Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;
- (g) Notice of any default of the Owner of the Unit which is subject to the First Mortgagee's mortgage, where such default is not cured by the Owner within 30 days after the giving of notice by the Association to the Owner of the existence of the default; or

# UNOFFICIAL COPY

(h) The right to examine the books and records of the Association at any reasonable time; or

(i) Notice of the effectuation of any decision by the Association to terminate professional management and assume self-management of the Property.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association. Failure of the Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the fore-going. The Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Association shall honor the most recent request received.

9.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Unit with respect to any such distribution to or with respect to such Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right to apply any such proceeds to repair or replace damaged portions of the Property or to restore what remains of the Property after condemnation or taking by eminent domain of a part of the Property.

## ARTICLE TEN

(INTENTIONALLY OMITTED)

## ARTICLE ELEVEN

MISCELLANEOUS

11.01 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, reservations, by legislation, judgment or court order shall not affect liens, charges, rights, benefits and privileges and other provisions of this Declaration which shall remain in full force and effect.

11.02 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing, or upon personal delivery to the Owner's Dwelling Unit.

11.03 CAPTIONS/CONFLICTS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

# UNOFFICIAL COPY

11.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, President of the United States.

11.05 TITLE HOLDING LAND TRUST: In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the members of the Board of Directors have executed the Amended and Restated Declaration of Condominium Ownership for 1419 North State Parkway Condominium pursuant to the Illinois Condominium Property Act this 4<sup>TH</sup> day of ~~June~~, OCTOBER 2007.

BOARD OF DIRECTORS OF THE 1419 NORTH  
STATE PARKWAY CONDOMINIUM  
ASSOCIATION

Virginia O'Connor, President  
Joseph S. Monahan  
Paul F. Senecal  
 \_\_\_\_\_  
 \_\_\_\_\_

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## CONSENT RESOLUTION

of

THE BOARD OF DIRECTORS OF

1419 NORTH STATE PARKWAY CONDOMINIUM ASSOCIATION

The undersigned, being at least two-thirds (2/3) of the Board of Directors (the "Board") of the 1419 North State Parkway Condominium Association ("Association"), hereby resolve and consent to the following actions at a properly called Board meeting:

WHEREAS, the Board desires to bring its condominium declaration into conformance with the Illinois Condominium Property Act ("Act"), and

WHEREAS, Section 27(b)(1) of the Act states, "*If there is an omission or error in the declaration, bylaws or other condominium instrument, the Association may correct the error or omission by an amendment to the declaration, bylaws or other condominium instrument in such respect as may be required to conform to this Act, and any other applicable statute or to the declaration by a vote 2/3 members of the board of managers or by a majority vote of the units owners at a meeting called for this purpose, unless the Act or the condominium instruments specifically provide for greater percentages or different procedures.*" (Emphasis Added.); and

**BE IT RESOLVED**, that in accordance with its obligations, powers and authority, the Board, by at least a two-thirds (2/3) vote, adopted, approved and consented to the Amended and Restated Declaration to bring its condominium declaration into conformance with the Act.

Dated as of this 4<sup>th</sup> day of Oct, 2007.

DIRECTORS:

*Paul F. Bennett*  
*James J. Cannon*  
*Joseph J. Williams*

PROPOSED  
Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A

### THE BY-LAWS OF 1419 NORTH STATE PARKWAY CONDOMINIUM ASSOCIATION AN ILLINOIS NOT-FOR-PROFIT CORPORATION

#### ARTICLE I NAME OF CORPORATION

The name of this corporation is 1419 NORTH STATE PARKWAY CONDOMINIUM ASSOCIATION

#### ARTICLE II PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Association are to act on behalf--of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit A to the Declaration. All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

#### ARTICLE III

#### OFFICES

3.01 REGISTERED OFFICE: The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Association's principal office shall be maintained on the Property.

#### ARTICLE IV

#### MEETINGS OF MEMBERS

4.01 VOTING RIGHTS: There shall be one individual with respect to each Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Unit is

# UNOFFICIAL COPY

one individual then such individual shall be the Voting Member. If the Record ownership of a Unit shall be in more than one individual or if the Owner is a trustee; corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual Owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Unit as the Voting Member for such Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact. The proxy must bear the date of its execution and be executed by the Voting Member. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have one (1) vote, except where voting by percentage interest is required under the Act; provided, however, that when 30% or fewer of the Units by number possess over 50% of the votes, any percentage vote of members specified in the Act, the Declaration or these By-Laws shall require the specified percent-age by number of Units rather than by Undivided Interests. The Association shall have one (1) class of membership.

**4.02 PLACE OF MEETING; QUORUM:** Meetings of the Owners shall be held at the principal office of this Association or at such other place in the County in which the Property is located as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding twenty percent (20%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Association; (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (c) the purchase or sale of land or of Units on behalf of all Owners.

**4.03 ANNUAL MEETINGS:** There shall be an annual meeting of the Owners on the first Wednesday of March of each succeeding year at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by the Board.

**4.04 SPECIAL MEETINGS:** Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by Voting Members representing at least twenty percent (20%) of the votes.

**4.05 NOTICE OF MEMBERSHIP MEETINGS:** Written notice of any membership meeting shall be mailed, giving Owners not less than ten (10) nor more than thirty (30) days notice of the time, place, and purpose of the meeting. Copies of notices of meetings shall be posted in entranceways, elevators or other conspicuous places in the Association.

# UNOFFICIAL COPY

## ARTICLE V

### BOARD OF DIRECTORS

- 5.01 IN GENERAL: The affairs of the Association and the direction and administration of the property shall be vested in the Board, which shall consist of three (3) persons ("Directors"). The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.
- 5.02 [INTENTIONALLY DELETED]
- 5.03 BOARDS AFTER TURNOVER DATE: The Voting Members shall elect Boards (as provided for in the Act) in the manner hereinafter provided.
- 5.04 ELECTION: Each Director shall hold office until the next annual meeting of the Owners or until his successor shall have been elected and qualified. A Director may succeed himself. In all elections for members of the Board, the Voting Member for each Unit shall be entitled to the number of votes equal to the number of Directors to be elected multiplied by the number of votes to which such Voting Member is entitled (but cumulative voting shall not be permitted). The candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Officers and Board Members may succeed themselves.
- 5.05 ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners, and no notice shall be necessary to the Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.
- 5.06 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that not less than four such meetings shall be held during each fiscal year.
- 5.07 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or by at least one-fourth (1/4) of the Directors then serving.
- 5.08 NOTICE OF BOARD MEETINGS: Notice of each meeting of the Board shall be mailed to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.
- 5.09 OPEN MEETINGS: Except for the portion of a Board meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending the court or administrative tribunal or when the Board finds that such action is probable or imminent, (ii) to consider information regarding employment or dismissal of an employee, or (iii) to discuss violations of the rules and regulations of the Association or an Owner's unpaid share of the Common Expenses, each meeting of the Board shall be open to any Owner and, if required under the Act, notice of such meeting shall be mailed at least 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. The Board may adopt reasonable rules governing the conduct of



# UNOFFICIAL COPY

Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting. The Board shall meet at least four (4) times annually.

5.10 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Director shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be either an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. Vacancies on the Board shall be filled by their many members of the Board by two-thirds (2/3) votes until the next annual meeting of the Owners for a period no later than thirty (30) days following the filing of a petition signed by Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Owners to fill the vacancy for the balance of the term. A meeting of the Owners shall be called for purpose of filing a vacancy on the Board no later than thirty (30) days following filing a petition signed by Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting.

5.13 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Act, the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

(a) Operation, care, upkeep, maintenance, replacement, and improvement of the Common Elements. 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 this Declaration, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by the 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 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 Owners are cast at the meeting to reject the expenditure, it is ratified.

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

(c) Levying of assessments.

(d) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation for the Common Elements.

# UNOFFICIAL COPY

- (e) Obtaining adequate and appropriate kinds of insurance.
- (f) Owning, conveying, encumbering, leasing, and otherwise dealing with Units conveyed to or purchased by it.
- (g) Adoption and amendment of rules and regulations covering the details of the operation and the 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 which contains the full text of the proposed rules and regulations and which conforms to the requirements of the Act, provide that no quorum is required at such meeting of the Owners.
- (h) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (i) To have access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible there from, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Unit or Units.
- (j) To procure insurance as provided for in the Declaration.
- (k) To engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration.
- (l) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association.
- (m) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Elements for which the Association is responsible under the Declaration and these By-Laws.
- (n) To estimate and provide each Owner with an annual budget showing the Common Expenses.
- (o) To set, give notice of, and collect assessments from the Owners as provided in the Declaration.
- (p) To pay the Common Expenses.
- (q) To adopt rules and regulations as provided in the Declaration.
- (r) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws.
- (s) To own, convey, encumber, lease, or otherwise deal with Units or other real property conveyed, to or purchased by the Association.
- (t) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.

# UNOFFICIAL COPY

## ARTICLE VI

### OFFICERS

6.01 OFFICERS: The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 POWERS OF OFFICERS: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws;

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the Association Seal and have charge of such other books, papers and documents as the Board may prescribe, and shall be responsible for giving and receiving all notices to be given to or by the Association under the Act, the Declaration or these By-Laws;

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

## ARTICLE VII

### COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

# UNOFFICIAL COPY

7.02 **SPECIAL COMMITTEES**: Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

7.03 **TERM**: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 **CHAIRMAN**: One member of each committee shall be appointed chairman.

7.05 **VACANCIES**: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06 **QUORUM**: Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.07 **RULES**: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

## ARTICLE VIII

### **INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS**

8.01 **EXECUTION OF INSTRUMENTS**: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Association) in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

8.02 **PAYMENTS**: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

8.03 **BANK ACCOUNTS**: All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

**UNOFFICIAL COPY**  
EXHIBIT B TO  
DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
1419 NORTH STATE PARKWAY CONDOMINIUM

The Parcel

The North 5 feet of Lot 28 and all of Lot 29 and the South 20 feet of Lot 30, in Block 3 in the Catholic Bishop of Chicago's Lake Shore Drive Addition to Chicago, in Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

Property of Cook County Clerk's Office

**UNOFFICIAL COPY**

EXHIBIT C TO  
 DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
1419 NORTH STATE PARKWAY CONDOMINIUM

Undivided Interests

<u>Dwelling Unit</u>	<u>Undivided Interest</u>
101	2.38%
201	4.32%
202	3.25%
203	3.52%
204	3.25%
205	4.32%
301	4.34%
302	3.27%
303	3.54%
304	3.27%
305	4.34%
401	4.36%
402	3.29%
403	3.55%
404	3.29%
405	4.36%
501	4.38%
502	3.31%
503	3.58%
504	3.31%
505	4.38%
601	4.40%
602	3.33%
603	3.59%
604	3.33%
605	4.40%
Total - Dwelling Units	96.66%
<u>Parking Units</u>	<u>Undivided Interest</u>
P1	0.34%
P2	0.34%
P3	0.15%
P4	0.15%
P5	0.17%
P6	0.26%
P7	0.30%
P8	0.30%
P9	0.23%
P10	0.23%
P11	0.29%
P12	0.29%
P13	0.29%
Total - Parking Units	3.34%
All Units	<u>100.00%</u>

# UNOFFICIAL COPY

## EXHIBIT D

### PLAT

### CONDOMINIUM SURVEY

The Plat of Survey attached to the original Declaration recorded as Document No. 25171568 is incorporated herein and shall be deemed as this Exhibit D.

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

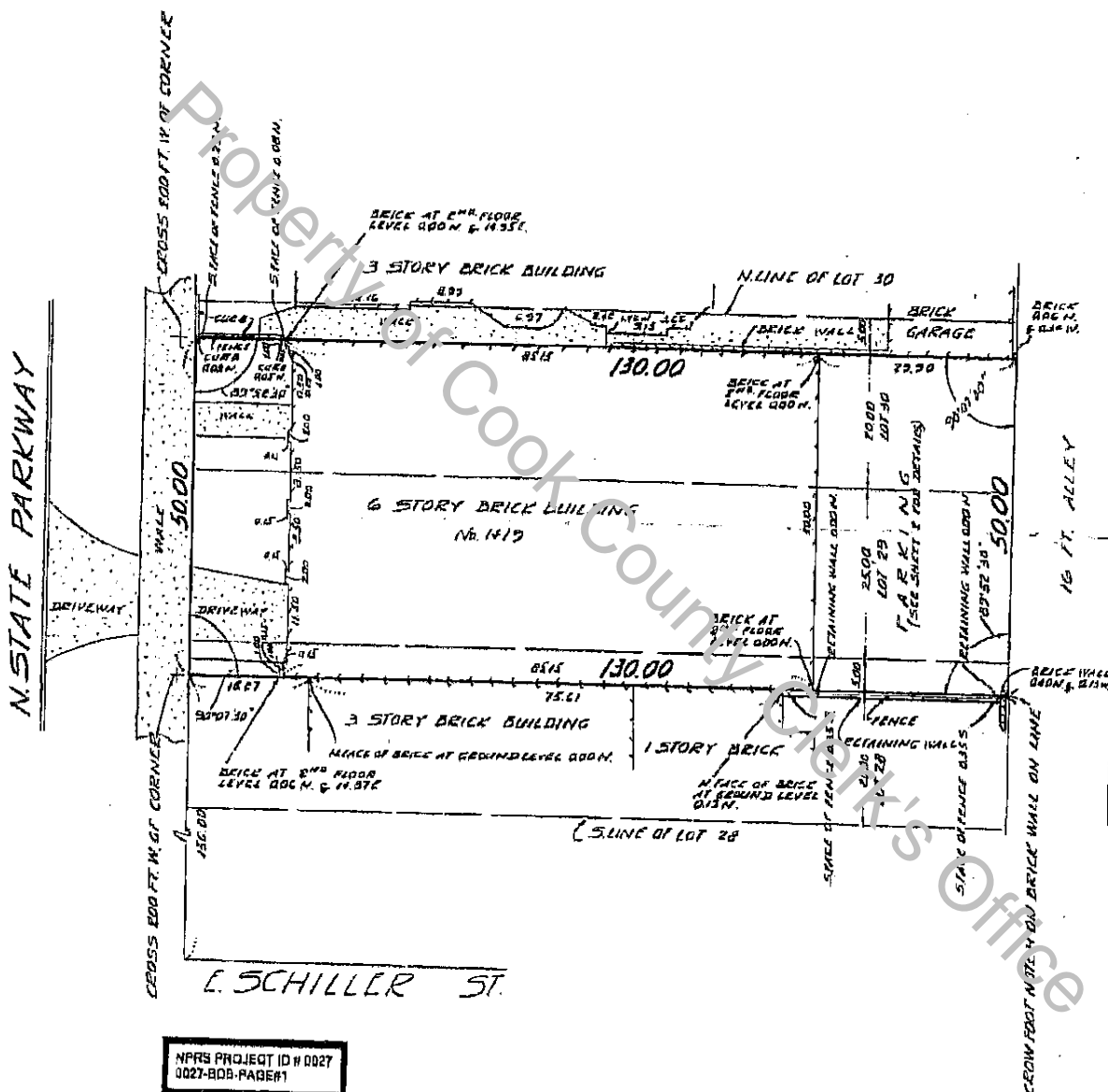
## CHICAGOLAND SURVEY CO.

5441 N. LINCOLN AVE. CHICAGO, ILLINOIS 60625 (312) 271-9447

### PLAT OF SURVEY

OF

THE NORTH 5 FEET OF LOT 28 AND ALL OF LOT 29 AND THE SOUTH 20 FEET OF LOT 30 IN BLOCK 3 IN CATHOLIC BISHOP OF CHICAGO'S LAKE SHORE DRIVE ADDITION TO CHICAGO IN SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



NPRS PROJECT ID # 0027  
0027-B08-PAGE#1



Distances are marked in feet and decimal parts thereof.  
FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN  
ON SURVEY PLAT, REFER TO YOUR ABSTRACT, DEED, AND LOCAL  
BUILDING REGULATIONS.  
UTILITY DATA OTHER THAN PHYSICAL EVIDENCE VISIBLE ON THE  
GROUND IS SHOWN AS THE RECORDS OBTAINED FROM PRIVATE  
AND PUBLIC SOURCES AND SHOULD BE ASSUMED TO BE APPROXIMATE.

ORDERED BY: TONY MANNO  
FILE NO.: 34-27

TO:  
CHARLES DI FRANCESCO  
ANTHONY R. MANNO JR.  
COHEN FINANCIAL CORPORATION

STATE OF ILLINOIS  
COUNTY OF COOK

I, Albert J. Prosser, do hereby certify that I have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.

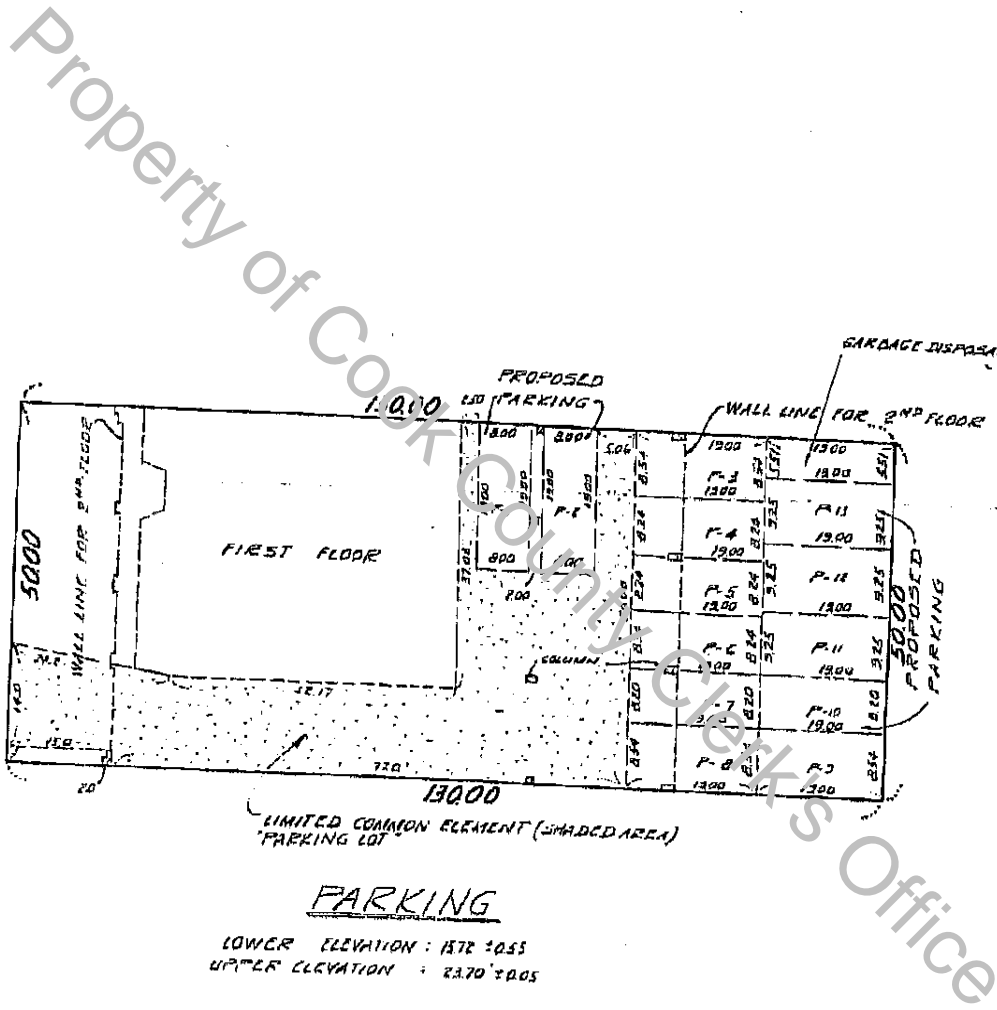
CHICAGO JUNE 30, 1973

Albert J. Prosser  
MINOR LAND SURVEYOR NO. 1127



# UNOFFICIAL COPY

CHICAGOLAND SURVEY CO.  
5441 N LINCOLN AVE. CHICAGO, ILLINOIS



## PARKING

LOWER ELEVATION : 157.2055  
UPPER ELEVATION : 237.0205

NPRS PROJECT ID # 0027  
0027-BDB-PAGE#2

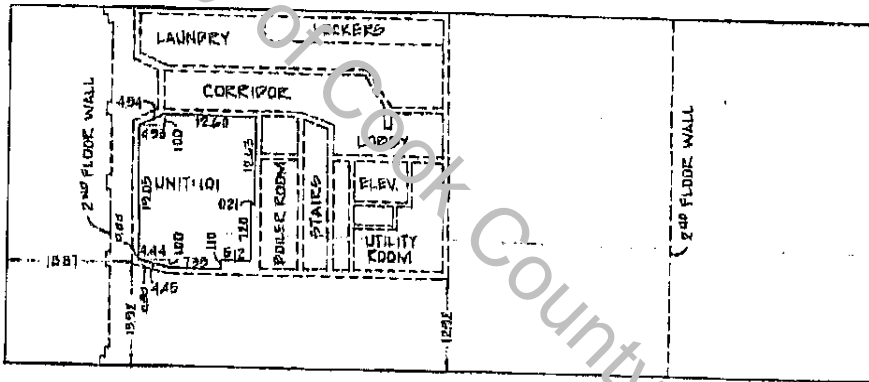
STATE OF ILLINOIS )  
COUNTY OF COOK ) S.S.  
I, MILUTIN PROPAOVICH, DO HEREBY CERTIFY  
THAT I HAVE SURVEYED THE SPACE HEREON  
SHOWN AND THAT THE PLAT HEREON DRAWN  
IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHICAGO JUNE 30, 1979  
*Milutin Propaovich*  
ILLINOIS LAND SURVEYOR No. 1623

ORDERED BY TONY MANNO  
FILE : 37-27

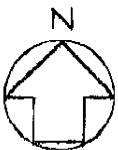
# UNOFFICIAL COPY

CHICAGOLAND SURVEY CO.  
2441 N. LINCOLN AVE. CHICAGO, ILL. 60625 271-9447  
PLAT OF SURVEY



1ST FLOOR  
FLOOR ELEVATION: 16.43 ± 0.05  
CEILING ELEVATION: 24.43 ± 0.05

NPRS PROJECT ID # 0027  
0027-RDB-PAGE#3



1" = 16'

NOTES: HORIZONTAL AND VERTICAL PLANES FORMING BOUNDARIES OF UNIT COINCIDE WITH TOP OF FINISHED FLOOR, BOTTOM OF FINISHED CEILING AND INTERIOR FACE OF PERIMETER FINISHED WALL.

ELEVATIONS HEREON SHOWN ARE WITH REFERENCE TO CITY OF CHICAGO STANDARD PENCH MARK #9 (ELEV. 12905 FT.) LOCATED 4 FT. E. OF E. LINE OF TOWER COURT AND 19 FT. S. OF THE N. LINE OF CHICAGO AVE.

DIMENSIONS HEREON SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT 68°F.

STATE OF ILLINOIS  
COUNTY OF COOK

I, MILUTIN PROPAROVICH, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE SPACE HEREON SHOWN AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

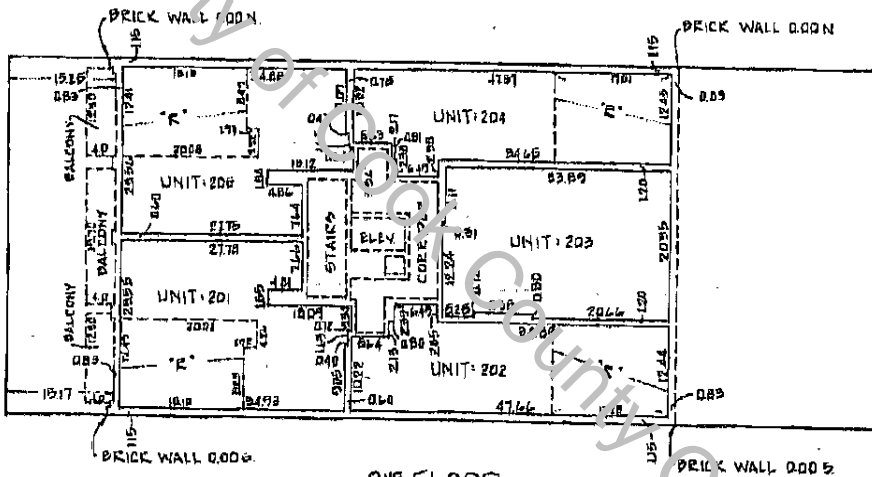
CHICAGO JULY 15, 1979  
*Milutin Proparovich*  
ILLINOIS LAND SURVEYOR No. 1623

ORDERED BY: TONY MANHO  
FILE No.: 34-27

SHEET 3 OF 8

# UNOFFICIAL COPY

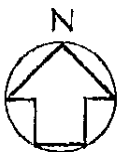
CHICAGOLAND SURVEY CO.  
 8441 N. LINCOLN AVE. CHICAGO, ILL. 60625 271-8447  
**PLAT OF SURVEY**



**2ND FLOOR**

FLOOR ELEVATION: 27.29 ± 0.05 (EXCEPT AREAS DESIGNATED AS 'R')  
 CEILING ELEVATION: 88.88 ± 0.05 (EXCEPT AREAS DESIGNATED AS 'R')  
 AREA 'R' FLOOR ELEVATION: 26.29 ± 0.05  
 AREA 'R' CEILING ELEVATION: 84.66 ± 0.05

NPRS PROJECT ID # 0027  
0027-808-PAGE#4



1" = 16'

NOTES: HORIZONTAL AND VERTICAL PLANES FORMING BOUNDARIES OF UNIT COINCIDE WITH TOP OF FINISHED FLOOR, BOTTOM OF FINISHED CEILING AND INTERIOR FACE OF PERIMETER FINISHED WALL.

ELEVATIONS HEREON SHOWN ARE WITH REFERENCE TO CITY OF CHICAGO STANDARD BENCH MARK "9" (ELEV. 124.05 FT.) LOCATED 4 FT. E. OF E. LINE OF TOWER COURT AND 19 FT. S. OF THE N. LINE OF CHICAGO AVE.

DIMENSIONS HEREON SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT 62°F.

STATE OF ILLINOIS  
 COUNTY OF COOK

I, MILUTIN PROPADOVICH, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE SPACE HEREON SHOWN AND THAT THE PLAT HEREBON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHICAGO JULY 16, 1979.

*Milutin Propadovich*  
 ILLINOIS LAND SURVEYOR No. 1623



ORDERED BY: TONY MANNO  
 FILE NO.: 34-27

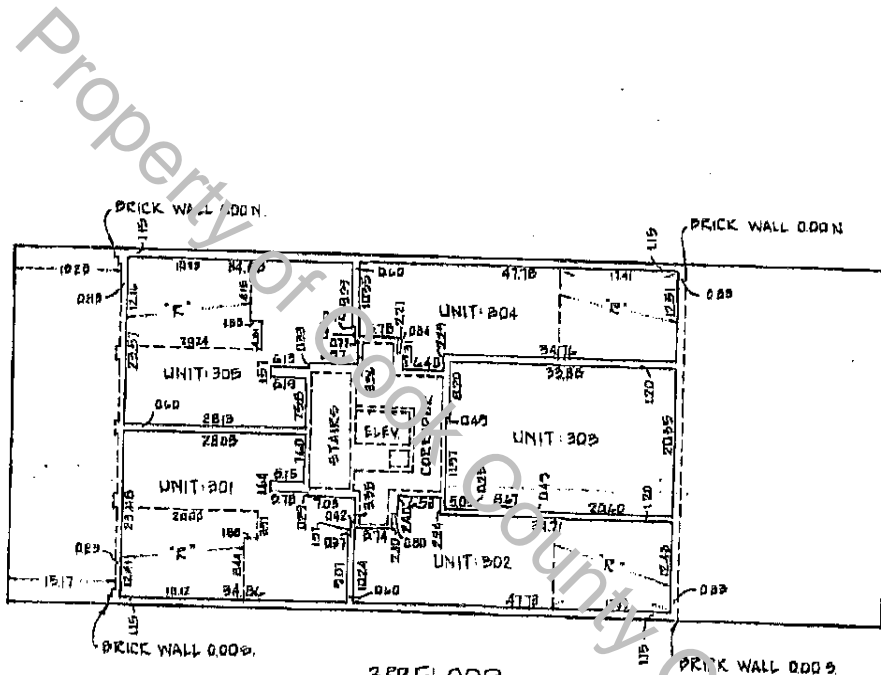
SHEET 4 OF 8

# UNOFFICIAL COPY

## CHICAGOLAND SURVEY CO.

3441 N. LINCOLN AVE. CHICAGO, ILL. 60625 271-9447

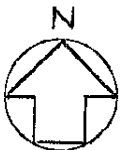
### PLAT OF SURVEY



#### 3RD FLOOR

FLOOR ELEVATION: 36.75 ± 0.05 (EXCEPT AREA DESIGNATED AS "R")  
 CEILING ELEVATION: 44.90 ± 0.05 (EXCEPT AREA DESIGNATED AS "R")  
 AREA "K" FLOOR ELEVATION: 39.75 ± 0.05  
 AREA "K" CEILING ELEVATION: 44.10 ± 0.05

NPRS PROJECT ID # 0027  
 0027-808-PAGE#5



1" = 16'

NOTES: HORIZONTAL AND VERTICAL PLANES FORMING BOUNDARIES OF UNIT COINCIDE WITH TOP OF FINISHED FLOOR, BOTTOM OF FINISHED CEILING AND INTERIOR FACE OF PERIMETER FINISHED WALL.

ELEVATIONS HEREON SHOWN ARE WITH REFERENCE TO CITY OF CHICAGO STANDARD BENCH MARK "9" (ELEV. 12.805 FT.) LOCATED 4 FT. E. OF S. LINE OF TOWER COURT AND 19 FT. S. OF THE N. LINE OF CHICAGO AVE.

DIMENSIONS HEREON SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT 62°F.

STATE OF ILLINOIS }  
 COUNTY OF COOK } ss.

I, MILUTIN PROPAROVICH, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE SPACE HEREON SHOWN AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHICAGO JULY 16, 1973

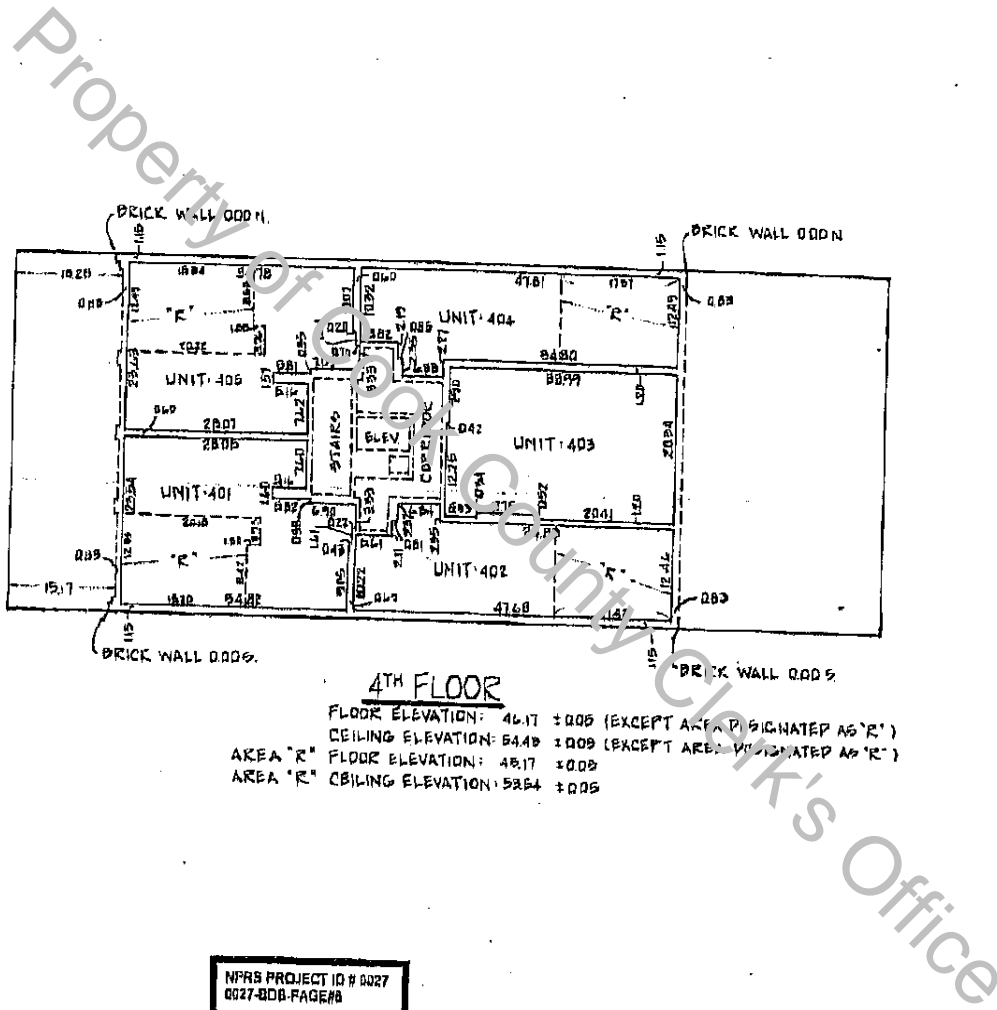
*Milutin Proparovich*  
 ILLINOIS LAND SURVEYOR No. 1623

ORDERED BY: TONY MANNO  
 FILE NO.: 34-27

SHEET 5 OF 8

# UNOFFICIAL COPY

CHICAGOLAND SURVEY CO.  
5441 N. LINCOLN AVE. CHICAGO, ILL. 60625 271-9447  
PLAT OF SURVEY



**4TH FLOOR**  
 FLOOR ELEVATION: 46.17 ± 0.05 (EXCEPT AREA DESIGNATED AS "R")  
 CEILING ELEVATION: 54.49 ± 0.09 (EXCEPT AREA DESIGNATED AS "R")  
 AREA "R" FLOOR ELEVATION: 48.17 ± 0.05  
 AREA "R" CEILING ELEVATION: 52.54 ± 0.05

NPRS PROJECT ID # 0027  
0027-00B-PAGE#B



NOTES: HORIZONTAL AND VERTICAL PLANES FORMING BOUNDARIES OF UNIT COINCIDE WITH TOP OF FINISHED FLOOR, BOTTOM OF FINISHED CEILING AND INTERIOR FACE OF PERIMETER FINISHED WALL.

ELEVATIONS HEREON SHOWN ARE WITH REFERENCE TO CITY OF CHICAGO STANPAC BENCH MARK "9" (ELEV. 12906 FT.) LOCATED 4 FT. E. OF E. LINE OF TOWER COURT AND 19 FT. S. OF THE N. LINE OF CHICAGO AVE.

DIMENSIONS HEREON SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT 62° F.

STATE OF ILLINOIS  
COUNTY OF COOK

I, MILUTIN PROPAROVICH, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE SPACE HEREON SHOWN AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHICAGO JULY 16, 1979

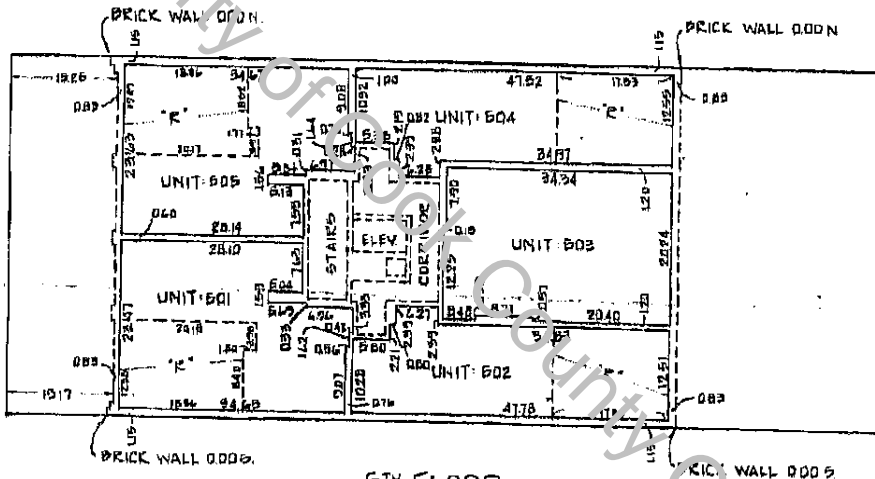
*Milutin Proparovich*  
ILLINOIS LAND SURVEYOR No. 1623

ORDERED BY: TONY MAHNO  
FILE NO.: 94-27

# UNOFFICIAL COPY

CHICAGOLAND SURVEY CO.  
3441 N. LINCOLN AVE. CHICAGO, ILL. 60625 271-9447

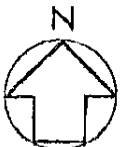
## PLAT OF SURVEY



### 5TH FLOOR

FLOOR ELEVATION: 86.61 ± 0.05 (EXCEPT AREA DESIGNATED AS "R")  
 CEILING ELEVATION: 63.87 ± 0.05 (EXCEPT AREA DESIGNATED AS "R")  
 AREA "R" FLOOR ELEVATION: 84.61 ± 0.05  
 AREA "R" CEILING ELEVATION: 62.08 ± 0.05

NPRS PROJECT ID # 0027  
 0027-R08-PAGE#7



1" = 16'

NOTES: HORIZONTAL AND VERTICAL PLANES FORMING BOUNDARIES OF UNIT COINCIDE WITH TOP OF FINISHED FLOOR, BOTTOM OF FINISHED CEILING AND INTERIOR FACE OF PERIMETER FINISHED WALL.

ELEVATIONS HEREON SHOWN ARE WITH REFERENCE TO CITY OF CHICAGO STANDARD BENCH MARK "9" (ELEV. 1290.8 FT.) LOCATED 4 FT. E. OF E. LINE OF TOWER COURT AND 19 FT. S. OF THE N. LINE OF CHICAGO AVE.

DIMENSIONS HEREON SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT 62°F.

STATE OF ILLINOIS }  
 COUNTY OF COOK } ss.

I, MILUTIN PRODANOVICH, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE SPACE HEREON SHOWN AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHICAGO JULY 16, 1978

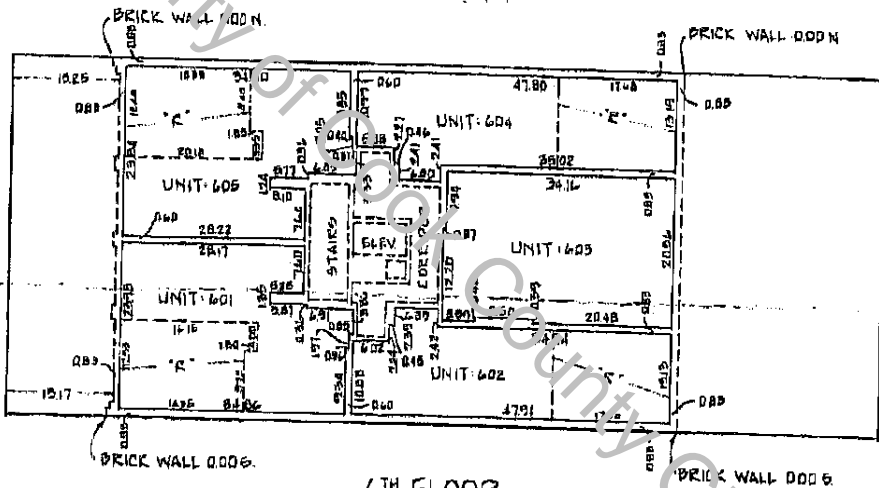
*Milutin Prodanovich*  
 ILLINOIS LAND SURVEYOR No. 1623

ORDERED BY: TONY MANNO  
 FILE NO.: 94-27

SHEET 7 OF 8

# UNOFFICIAL COPY

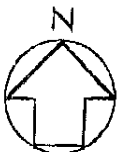
CHICAGOLAND SURVEY CO.  
5441 N. LINCOLN AVE. CHICAGO, ILL. 60625 271-9447  
PLAT OF SURVEY



### 6TH FLOOR

FLOOR ELEVATION: 69.06 ± 0.05 (EXCEPT AREA DESIGNATED AS 'K')  
 CEILING ELEVATION: 78.27 ± 0.05 (EXCEPT AREA DESIGNATED AS 'K')  
 AREA "K" FLOOR ELEVATION: 64.06 ± 0.05  
 AREA "K" CEILING ELEVATION: 73.27 ± 0.05

NFRS PROJECT ID # 0027  
 0027-00B-PAGE#8



1" = 16'

NOTES: HORIZONTAL AND VERTICAL PLANES FORMING BOUNDARIES OF UNIT COINCIDE WITH TOP OF FINISHED FLOOR, BOTTOM OF FINISHED CEILING AND INTERIOR FACE OF PERIMETER FINISHED WALL.

ELEVATIONS HEREON SHOWN ARE WITH REFERENCE TO CITY OF CHICAGO STANDARD BENCH MARK "9" (ELEV. 129.05 FT.) LOCATED 4 FT. E. OF E. LINE OF TOWER COURT AND 12 FT. S. OF THE N. LINE OF CHICAGO AVE.

DIMENSIONS HEREON SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECT AT 62°F.

STATE OF ILLINOIS  
 COUNTY OF COOK

I, MILUTIN PROKOPOVICH, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE SPACE HEREON SHOWN AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY.

CHICAGO JULY 16, 1978

*Milutin Prokopovich*  
 ILLINOIS LAND SURVEYOR No. 1623

ORDERED BY: TONY MAHNO  
 FILE NO.: 94-27