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**AMENDED AND
RESTATED
DECLARATION OF
CONDOMINIUM
OWNERSHIP AND
OF EASEMENTS,
RESTRICTIONS
AND COVENANTS
FOR THE OAKTON
HOUSE
CONDOMINIUM
ASSOCIATION**



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

ROBERT B. KOGEN
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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR OAKTON HOUSE CONDOMINIUM ASSOCIATION

TABLE OF CONTENTS

ARTICLE I – DEFINITIONS

ARTICLE II – UNITS

1. Description and Ownership
2. Certain Structures Not Constituting Part of a Unit

ARTICLE III – COMMON ELEMENTS

1. Description
2. Ownership of Common Elements
3. No Partition of Common Elements

ARTICLE IV – GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property to "Condominium Property Act"
2. No Severance of Ownership
3. Easements

ARTICLE V – ADMINISTRATION

1. Administration of Property
2. Voting Rights
3. Meetings
4. Notices of Meetings
5. Board of Managers
6. General Powers of the Board

ARTICLE VI – ASSESSMENTS – MAINTENANCE FUND

ARTICLE VII – COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

ARTICLE VIII – SALE, LEASING OR OTHER ALIENATION

1. Sale or Lease
2. Gift
3. Devise
4. Involuntary Sale

ARTICLE IX – DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

1. Sufficient Insurance
2. Insufficient Insurance

ARTICLE X – SALE OF THE PROPERTY

ARTICLE XI – REMEDIES FOR BRECH OF COVENANTS, RESTRICTIONS AND REGULATIONS

1. Abatement and Enjoinment
2. Involuntary Sale

ARTICLE XII – ASSOCIATION

ARTICLE XIII – GENERAL PROVISIONS

EXHIBIT A – LEGAL DESCRIPTION

EXHIBIT B – PERCENTAGES OF OWNERSHIP

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR OAKTON HOUSE CONDOMINIUM ASSOCIATION

The Board of Managers administers the Property for the OAKTON HOUSE CONDOMINIUM ASSOCIATION located at 828 Oakton Street, Evanston, Illinois ("Property"), pursuant to the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for OAKTON HOUSE CONDOMINIUM ASSOCIATION which was recorded with the Cook County Recorder of Deeds as document number 19212883.

WHEREAS, pursuant to Section 27 of the Illinois Condominium Property Act, 765 ILCS 605/27 et seq. ("Act") and Article XIII, Section 7 of the Declaration, the Board and the Unit Owners desire to amend the Declaration to conform to the provisions of the Act.

NOW THEREFORE, the Declaration is amended as follows:

ARTICLE I DEFINITIONS

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

Association: The association of all the unit owners, acting pursuant to bylaws through its duly elected board of managers.

Common Elements: All portions of the property except the Units, including Limited Common Elements.

Occupant: Person or persons, other than Unit Owner, in possession.

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

Parking Area: Area provided for parking automobiles as shown on the Plat of Survey.

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

Plat: Plat of Survey attached to and recorded with the Declaration as part of Exhibit A, and as amended from time to time.

Property: All the land, property and space comprising the parcel, all improvements and structures constructed or contained therein or thereon, including the building and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of the Unit Owners.

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

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

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ARTICLE II UNITS

1. **Description and Ownership.** All Units in the building located on the Parcel are delineated on the survey attached to the Declaration, and are legally described on Exhibit A attached hereto. It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in the Plat.

Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. No Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels smaller than the whole Unit as shown on the Plat. The Units are listed on Exhibit B attached hereto.

2. **Certain Structures Not Constituting Part of a Unit.** No Owner shall own any pipes, wires, conduits, public utility lines or structural components running through his Unit and serving more than his Unit except as a tenant in common with all other Owners.

ARTICLE III COMMON ELEMENTS

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

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

3. **No Partition of Common Elements.** There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to Condominium Ownership.

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ARTICLE IV GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. **Submission of Property to "Condominium Property Act".** The Property was submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

2. **No Severance of Ownership.** No Owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of Ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined Ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. **Easements.**

(a) **Encroachments.** In the event that, by reason of the construction, settlement or shifting of a building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or if by reason of the design or construction of any Unit, it shall be necessary or advantageous to an Owner to use or occupy, for normal uses and purposes, any portion of the Common Elements consisting of unoccupied space within a building and adjoining his Unit, or, if, by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit and the Common elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) **Balconies and Patios.** A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy the balcony or patio, as the case may be, adjoining the Unit; provided, however, that no Owner shall decorate, landscape, adorn, or paint such balcony or patio in any manner contrary to such rules and regulations as may be established by the Board of Managers or the Association, as hereinafter provided, unless he shall first obtain the written consent of said Board or Association so to do.

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

(d) **Easements to Run with Land.** All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and

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at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE V ADMINISTRATION

1. **Administration of Property.** The direction and administration of the Property shall be vested in a Board of Managers, (hereinafter referred to as the "Board") consisting of five (5) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director of such corporation, partner of such partnership, trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

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

3. Meetings.

(a) The presence at any meeting of the voting members having thirty-three percent (33%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

(b) **Annual Meeting.** There shall be an annual meeting of the voting members on the first (1st) Tuesday of February of each year at 7:30 P.M. on the property, or at such other reasonable place or time (not more than thirty (30) days before or after such date) as

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may be designated by written notice of the Board delivered to the voting members not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting.

(c) **Special Meetings.** Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having twenty percent (20%) of the total votes and delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

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

5. **Board of Managers.**

(a) At each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year consisting of five (5) Owners. Three (3) members shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected. The method of filling vacancies on the Board, which shall include authority for remaining members of the Board to fill the vacancy by two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term, and that a meeting of the Unit Owners shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting such a meeting, and the method of filling vacancies among the officers that shall include the authority for the members of the Board to fill the vacancy for the unexpired portion of the term.

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

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

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(d) There shall be at least four (4) meetings of the Board of Managers each year. Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of Rules and Regulations of the Association or an Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Owner.

Any Owner may record the proceedings at meetings or portions thereof required to be open by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

Notice of the Board meetings shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Copies of notices of meetings of the Board, shall be posted in entranceways, elevators, or other conspicuous places in the building at least forty-eight (48) hours prior to the meeting of the Board of Managers.

(e) Special meetings of the Board may be called by the President, or twenty-five percent (25%) of the members of the Board.

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

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

(b) **Insurance.**

(1) **Property insurance.** Property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board of Managers, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured Property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

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

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

(3) Fidelity bond; directors and officers coverage.

(i) The Board must obtain and maintain a fidelity bond covering persons, including the managing agent and its employees who control or disburse funds of the Association, for the maximum amount of coverage available to protect funds in the custody or control of the Association, plus the Association reserve fund.

(ii) If the Association has a management company that is responsible for the funds held or administered by the Association, it must be covered by a fidelity bond for the maximum amount of coverage available to protect those funds. The Association has standing to make a loss claim against the bond of the managing agent as a party covered under the bond.

(iii) For purposes of paragraphs (i) and (ii), the fidelity bond must be in the full amount of Association funds and reserves in the custody of the Association or the management company.

(iv) The Board of Managers must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by the Declaration or By-Laws. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the General Not-For-Profit Corporation Act of 1986 or the Declaration and By-Laws of the Association.

(4) Contiguous Units; improvements and betterments. The insurance maintained under subdivision (b)(1) must include the Units, the Limited Common Elements except as otherwise determined by the Board of Managers, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings and water and sewer pipes within the Unit. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

(5) Deductibles. The Board of Managers of the Association may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a Common Expense, (ii) after notice and an opportunity for a hearing,

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assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.

(6) **Other coverages.** The Association may carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board of Managers considers appropriate to protect the Association, the Unit Owners, or officers, directors, or agents of the Association.

(7) **Insured parties; waiver of subrogation.** Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions:

(i) Each Unit Owner and secured party is an insured person under the policy with respect to liability arising out of the Unit Owner's interest in the Common Elements or membership in the Association.

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

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

(8) **Primary insurance.** If at the time of a loss under the policy there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the owner's policy is primary insurance.

(9) **Adjustment of losses; distribution of proceeds.** Any loss covered by the property policy under subdivision (b)(1) must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings, and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

(10) **Certificates of insurance.** Contractors and vendors (except public utilities) doing business with a Condominium Association under contracts exceeding \$10,000 per year must provide certificates of insurance naming the Association, its Board of Managers, and its managing agent as additional insured parties.

(11) **Settlement of claims.** Any insurer defending a liability claim against a Condominium Association must notify the Association of the terms of the settlement

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no less than 10 days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

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

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

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

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

(g) Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

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

(i) The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital addition and improvement (other than for purposes of repairing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of One Thousand Dollars (\$1,000.00), without in each case the prior approval of the voting members holding two-thirds (2/3) of the total votes; provided that such limits shall not be applicable to expenditures for repair, replacement, or restoration of existing Common Elements. The term "repair, replacement or restoration" means

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expenditures to deteriorated or damaged portions of the Property related to the existing decorating, facilities or structural or mechanical components, interior or exterior surfaces, or energy systems and equipment with the functional equivalent of the original portions of such areas. Replacement of the Common Elements may result in an improvement over the original quality of such Elements or facilities; provided that, if the improvement results in a proposed expenditure exceeding five percent (5%) of the annual budget, the Board, upon written petition by 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.

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

(k) To adopt and amend Rules and Regulations covering the details of the operation and use of the Property, after a meeting of the 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. No quorum is required at such meeting of the Owners; provided no Rule or Regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution; nor may any Rules or Regulations conflict with the provisions of the Act or the Condominium Instruments.

(l) The Board may impose charges for late payment of an Owner's proportionate share of the Common Expense, or any other expense lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, By-Laws, and Rules and Regulations of the Association.

(m) By a majority vote of the entire Board, the Board may assign the right of the Association to future income from Common Expense or other sources and to mortgage or pledge substantially all of the remaining assets of the Association.

(n) The Board may record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Owners under the provisions of Section 14.2 of the Act and record the granting of an easement for the laying of cable television cable where authorized by the Owners under Section 14.3 of the Act.

(o) The Board may seek relief on behalf of all Owners when authorized pursuant to Section 10 of the act or in connection with the levying of real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision or other lawful taxing or assessing body.

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

(q) In the performance of their duties, the officers and members of the Board are required to exercise the care required of a fiduciary of the Owners.

(r) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit.

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

(t) The Association shall have no authority to forbear the payment of assessments by any Owner.

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

7. The maintenance and inspection of records shall be as follows:

(a) The Board shall keep and maintain the following records, or a complete copy of these records at the Association's principal office:

- (i) the Association's Declaration, By-Laws, and survey, and all Amendments;
- (ii) the Rules and Regulations;
- (iii) Articles of Incorporation and all Amendments;
- (iv) minutes of all meetings of the Association and the Board for the immediately preceding seven (7) years;
- (v) current policies of insurance;
- (vi) contracts, leases and other agreements in effect or under which the Association or the Unit Owners have obligations or liabilities;
- (vii) a current listing of the names, addresses, and weighted vote of all members entitled to vote;

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- (viii) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months;
- (ix) the books and records of account for the Association's current and ten (immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

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

(c) Except as otherwise provided in this section, any members of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (vi), (vii), (viii), and (ix) of subsection (a) of this Section, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. To exercise this right, an owner must submit a written request to the Board or its agent stating with particularity the records sought to be examined and proper purpose for the request. Subject to the provisions of subsection (f) of this section, failure of the Board to make available all records so requested within thirty (30) business days of receipt of an owner's written request shall be deemed a denial; provided, however, that the Board has adopted a secret ballot election process as provided in the Act and shall not be deemed to have denied an owner's request for records described in subdivision (viii) of subsection (a) of the Section if voting ballots, without identifying Unit numbers, are made available to the requesting member within thirty (30) days of receipt of the owner's written request.

(d) In an action to compel examination of records described in subdivision (vi), (vii), (viii), and (ix) of subsection (a) of this Section, the burden of proof is upon the member to establish that the member's request is based on a proper purpose. Any member who prevails in enforcement action to compel examination of records described in subdivisions (vi), (vii), (viii), and (ix) of subsection (a) of this Section shall be entitled to recover reasonable attorney's fees and costs from the association only if the court finds that the Board of Managers acted in bad faith in denying the member's request.

(e) The actual cost to the Association of retrieving and making requested records available for inspection and examination shall be charged by the Association to the requesting member. If a member requests copies of records, the actual costs to the Association of reproducing the records shall also be charged to the requesting member.

(f) Notwithstanding the provisions of subsection (d) of this section, unless otherwise directed by court order the Association need not make the following records available for inspection, examination, or copying by its members: (i) documents relating to appointment, employment, discipline, or dismissal of Association employees; (ii) documents relating to actions pending against or on behalf of the Association or its Board in a court or

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administrative tribunal; (iii) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or the Board in a court or administrative tribunal; (iv) documents relating to Common Expenses or other charges owed by a member other than the requesting member; and (v) documents provided to the Association in connection with the lease, sale or other transfer of a Unit by a member other than the requesting member.

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

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

ARTICLE VI ASSESSMENTS - MAINTENANCE FUND

1. Each year the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 1st notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Each Owner shall receive, at least fifteen (15) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures

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or repairs or payment of real estate taxes. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of Ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Owner shall be obligated to pay to the Board or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short.

2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. To determine the amount of reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the Property which the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study which the Association may obtain; (iv) the financial impact on Owners, and the market value of the Units, of any assessment increase needed to fund reserves; and (v) the availability of the Association to obtain financing or refinancing. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage Ownership in the Common Elements.

3. Each Owner shall receive notice in the same manner as is provided in the Act for membership meeting, of any meeting of the Board concerning the adoption of the proposed annual budget and regular assessments pursuant thereto or to adopt a separate (special) assessment.

4. Except as provided in paragraph 5 below, if an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board of Managers, upon written petition by Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; that unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or special assessment, it is ratified.

5. Any Common Expenses not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners.

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6. The Board may adopt separate assessments for expenditures relating to emergencies or mandated by law or may be adopted by the Board without being subject to Owner approval or the provisions of paragraph 4 above or paragraph 7 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.

7. Assessments for additions and alterations to the Common Elements or to Association-owned Property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Owners.

8. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by paragraphs 6 and 7, 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.

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

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

ARTICLE VII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

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

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

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit

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anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board. Owner shall not apply any type of floor coverings or paint anything on any part of the balconies or the balcony ceilings thereof.

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

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

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

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

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

(j) No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein. This Section shall not prohibit an Owner from 1) maintaining a professional library, 2) receiving professional mail or email, or 3) receiving professional phone calls.

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

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(l) That part of the Common Elements identified in the Plat as "Parking Area" shall be used by the Owners for parking purposes.

ARTICLE VIII SALE, LEASING OR OTHER ALIENATION

1. **Sale or Lease.** Subject to the provisions of Section 1, any Owner who wishes to sell or lease his Unit ownership to any person not related by blood or marriage to the Owner shall give to the Board at least thirty (30) days' prior written notice of the terms of any contemplated sale, lease, assignment or sublease, together with the name and address of the proposed purchaser, lessee, assignee or sublessee; provided, however, that a copy of a lease shall be given to the Board within ten (10) days of its execution or within thirty (30) days prior to occupancy, whichever comes first. The members of the Board and their successors in office, acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase, or lease such Unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty (30) days, then said option shall terminate.

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

3. **Devise.** In the event any Owner dies leaving a will devising his or her Unit ownership, or any interest therein, to any person or persons not heirs-at-law of the deceased Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will

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upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter said devisee or devisees, or personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit ownership or interest therein at the price determined by the three (3) arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board, acting on behalf of the other Unit Owners, or their authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit ownership or interest therein.

4. Involuntary Sale.

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

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

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5. The Board shall not exercise any option set forth above without securing the prior written consent of all eligible Owners. Each Unit is allocated votes as defined in Article V paragraph 2 of this document. Members whose Unit or Units are the subject of the option are ineligible to vote.

6. Upon the written consent of a majority of the Board members, any option contained in this Article VIII may be released or waived and the Unit ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, assigned or sublet free and clear of the provision of this Article.

7. A certificate executed and acknowledged by the acting secretary of the Board stating that the provisions of this Article VIII as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner or lessee who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee.

8. Acquisition of Unit ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each owner in the ratio that his percentage of ownership in the Common Elements as set forth in Article III, paragraph 2 hereof bears to the total of all such percentages applicable to Units subject to said assessment, which assessment shall become a lien and be enforceable in the same manner as provided in paragraph 7 of Article VI.

9. The Board, in its discretion, may borrow money to finance the acquisition of any Unit ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit ownership or interest therein to be acquired.

10. Unit ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the members of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit ownerships or interest therein shall be sold or leased by the members of the Board for the Benefit of the Owners. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of paragraphs 8 of this Article VIII.

ARTICLE IX DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

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

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

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

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

ARTICLE X SALE OF THE PROPERTY

1. The Owners by affirmative vote of at least seventy-five percent (75%) of the total vote, at a meeting of voting members duly called for such purpose, may elect to sell the Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may each select an appraiser, and two (2) so selected shall select a third (3rd), and the fair market value, as determined by a majority of the three (3) so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XI REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

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

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

2. **Involuntary Sale.** If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the Regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or, subject to the prior consent in writing of any mortgagee having a security interest in the Unit Ownership of the defaulting Owner, which consent shall not be unreasonably withheld, in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of such breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reporter charges, reasonable attorneys' fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

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ARTICLE XII ASSOCIATION

Formation of Association. The Board of Managers has caused to be incorporated a not-for-profit corporation under the laws of the State of Illinois called "OAKTON HOUSE CONDOMINIUM ASSOCIATION", to act as manager of the property. Every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein.

ARTICLE XIII GENERAL PROVISIONS

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

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

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

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

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

6. The provisions of Article III, Article VI, Section 5 of Article VIII, and this paragraph 6 of Article XIII of this Declaration, may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or

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rescission, signed and acknowledged by the Board, the Owners having at least three fourths (3/4) of the total votes and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the "Condominium Property Act".

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

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


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

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

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IN WITNESS WHEREOF, the Board of Managers approved this Amended and Restated Declaration on this 10 day of December, 2008.

**BOARD OF MANAGERS OF OAKTON
HOUSE CONDOMINIUM ASSOCIATION**



Mikki Zupsky

Kathleen Meyer

Ann L. Stuart

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

Lot "A" in Dunbar Builders' Consolidation of lots 7, 8 and 9 in Block 5 in Merrill Ladd's Addition to Evanston in Section 20, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois

Commonly known as: 828 Oakton Avenue, Evanston, Illinois

Property of Cook County Clerk's Office

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EXHIBIT B

Percentages of Ownership

<u>P.I.N</u>	<u>Unit</u>	<u>Percentage of Ownership</u>
11-30-103-022-1001	1A	3.501
11-30-103-022-1002	1B	2.578
11-30-103-022-1003	1C	3.460
11-30-103-022-1004	1D	3.418
11-30-103-022-1005	1F	4.066
11-30-103-022-1006	2A	4.176
11-30-103-022-1007	2B	2.605
11-30-103-022-1008	2C	3.501
11-30-103-022-1009	2D	3.460
11-30-103-022-1010	2E	2.564
11-30-103-022-1011	2F	4.108
11-30-103-022-1012	3A	4.218
11-30-103-022-1013	3B	2.633
11-30-103-022-1014	3C	3.542
11-30-103-022-1015	3D	3.501
11-30-103-022-1016	3E	2.591
11-30-103-022-1017	3F	4.149
11-30-103-022-1018	4A	4.259
11-30-103-022-1019	4B	2.660
11-30-103-022-1020	4C	3.584
11-30-103-022-1021	4D	3.542
11-30-103-022-1022	4E	2.619
11-30-103-022-1023	4F	4.190
11-30-103-022-1024	SA	4.300
11-30-103-022-1025	SB	2.688
11-30-103-022-1026	SC	3.625
11-30-103-022-1027	SD	3.584
11-30-103-022-1028	SE	2.646
11-30-103-022-1029	SF	4.232

100.00%