

**UNOFFICIAL COPY**



Doc#: 0918229079 Fee: \$156.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/01/2009 04:40 PM Pg: 1 of 61

	<b>For use by Recorder's Office only</b>
--	--

**DECLARATION OF CONDOMINIUM OWNERSHIP  
AND OF EASEMENTS, RESTRICTIONS,  
COVENANTS AND BY-LAWS FOR THE  
PARKSIDE SQUARE CONDOMINIUM ASSOCIATION**

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

**RYAN H. SHPRITZ**  
Kovitz Shifrin Nesbit  
750 Lake Cook Road, Suite 350  
Buffalo Grove, IL 60089 – 847/537-0500

# UNOFFICIAL COPY

## DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE PARKSIDE SQUARE CONDOMINIUM ASSOCIATION

### TABLE OF CONTENTS

<b>ARTICLE I – DEFINITIONS</b> .....	2
1.01 Association .....	2
1.02 Board .....	2
1.03 Building .....	2
1.04 By-Laws .....	2
1.05 Common Elements .....	2
1.06 Common Expenses .....	2
1.07 Declaration .....	2
1.08 Declarant .....	2
1.09 Developer .....	3
1.10 Limited Common Elements .....	3
1.11 Maintenance Fund .....	3
1.12 Majority of the Unit Owners .....	3
1.13 Occupant .....	3
1.14 Parcel .....	3
1.15 Person .....	3
1.16 Plat .....	3
1.17 Property .....	3
1.18 Reserves .....	3
1.19 Unit .....	4
1.20 Unit Owner .....	4
1.21 Unit Ownership .....	4
1.22 Voting Member .....	4
<b>ARTICLE II – UNITS</b> .....	4
2.01 Description and Ownership .....	4
2.02 Certain Structures Not Constituting Part of a Unit .....	5
2.03 Real Estate Taxes .....	5
<b>ARTICLE III – COMMON ELEMENTS</b> .....	5
3.01 Description .....	5
3.02 Ownership of Common Elements .....	5
3.03 Limited Common Elements .....	6
3.04 Use of Limited Common Elements .....	6

# UNOFFICIAL COPY

<b>ARTICLE IV – GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS</b> .....	7
4.01 Submission of Property to the Act .....	7
4.02 No Severance of Ownership .....	7
4.03 Easements .....	7
4.04 Use of the Common Elements .....	9
4.05 Maintenance, Repair and Replacements .....	10
4.06 Negligence of Unit Owner .....	12
4.07 Joint Facilities .....	12
4.08 Additions, Alterations or Improvements .....	12
4.09 Storage Room .....	13
<b>ARTICLE V – ADMINISTRATION</b> .....	13
5.01 Administration of Property .....	13
5.02 Association .....	14
5.03 Voting Rights .....	14
5.04 Meetings .....	16
5.05 Notices of Meetings .....	17
5.06 Board of Directors .....	18
5.07 General Powers of the Board .....	21
5.08 Insurance .....	26
5.09 Liability of the Board of Directors .....	31
5.10 Insurance .....	32
5.11 Resale of Units .....	34
<b>ARTICLE VI – COMMON EXPENSES – MAINTENANCE FUND</b> .....	34
6.01 Preparation of Estimated Budget .....	34
6.02 Capital Reserve; Supplemental Budget .....	35
6.03 Failure to Prepare Annual Budget .....	36
6.04 Records of the Association .....	36
6.05 Status of Collected Fund .....	37
6.06 Other Charges .....	37
6.07 Non-Use and Abandonment .....	37
<b>ARTICLE VII – COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY</b> .....	37
<b>ARTICLE VIII – DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING</b> .....	40
8.01 Sufficient Insurance .....	40
8.02 Insufficient Insurance .....	41
8.03 Eminent Domain .....	42
8.04 Repair, Restoration or Reconstruction of the Improvements .....	42
<b>ARTICLE IX – SALE OF PROPERTY</b> .....	43

# UNOFFICIAL COPY

<b>ARTICLE X – REMEDIES</b> .....	43
10.01 Violations.....	43
10.02 Remedies.....	43
10.03 Enforcement by Unit Owners.....	45
 <b>ARTICLE XI – MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES</b> .....	46
 <b>ARTICLE XII – INTENTIONALLY LEFT BLANK</b> .....	48
 <b>ARTICLE XIII – RESTRICTIONS ON ALIENATION</b> .....	49
13.01 Right of First Refusal.....	49
13.02 Default on Payment of Unit Mortgage Payments.....	49
13.03 Limits on Lease Terms .....	49
13.04 Miscellaneous.....	49
13.05 Transfer by Operation of Law .....	50
 <b>ARTICLE XIV – GENERAL PROVISIONS</b> .....	50
14.01 Intentionally Left Blank .....	50
14.02 Notice to Mortgagees .....	50
14.03 Manner of Giving Notices.....	50
14.04 Notices of Estate or Representative .....	50
14.05 Conveyance and Leases .....	51
14.06 No Waivers.....	51
14.07 Change, Modification or Rescission .....	51
14.08 Partial Invalidity .....	52
14.09 Perpetuities and Other Invalidity.....	52
14.10 Liberal Construction.....	52
14.11 Ownership by Land Trustee .....	52
 <b>EXHIBIT A – LEGAL DESCRIPTION</b> .....	54
<b>EXHIBIT B – PERCENTAGE INTEREST IN COMMON ELEMENTS</b> .....	56

# UNOFFICIAL COPY

## DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR THE PARKSIDE SQUARE CONDOMINIUM ASSOCIATION

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and Easements, Restrictions and Covenants (hereafter referred to as "Declaration") for Parkside Square Condominium Association (hereafter referred to as "Association") which Declaration was recorded on August 23, 2001, as Document No. 0010780629 in the Office of the Recorder of Deeds of Cook County, Illinois, against the property (hereafter referred to as "Property") legally described in Exhibit "A" attached hereto.

This amendment is adopted pursuant to the provisions of Section 27(b)(1) of the Illinois Condominium Property Act (the "Act"), 765 ILCS 605/27. This section of the Act provides that, where there is an omission or error in the Declaration, By-Laws or other condominium instruments, the Association may correct the error or omission by an amendment in order to conform the instrument with the provisions of the Act. The amendment may be adopted by a vote of two-thirds (2/3) of the members of the Board of Managers unless the Board of Managers' action is rejected by a majority of the votes of the unit owners at a meeting of the unit owners duly called for that purpose pursuant to a written petition of the unit owners having twenty percent of the votes of the Association filed within thirty (30) days after the action of the Board of Managers to approve the amendment.

A. By this Declaration, the Property (as hereinafter defined) is submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time.

B. By this Declaration, the Association is established for the benefit of all future owners and occupants of the Property, and each part thereof, certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof.

C. The Property shall from and after the date of the recording of this Declaration be known as Parkside Square Condominium Association or such other name as may be subsequently adopted pursuant to the Act (as hereinafter defined) by the Board (as hereinafter defined).

D. By this Declaration, the owners, mortgagees, occupants and other persons acquiring any interest in the Property shall at all times enjoy the benefits of and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of

# UNOFFICIAL COPY

ownership, and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the holder of legal title to the aforescribed real estate and for the purposes above set forth DECLARES AS FOLLOWS:

## ARTICLE I DEFINITIONS

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

1.01 **Association.** The Parkside Square Condominium Association, an Illinois not-for-profit corporation.

1.02 **Board.** The parties determined pursuant to Article V hereof, and who are vested with the authority and responsibility of administering the Property.

1.03 **Building.** The building is located on the Parcel, forming a part of the Property and containing the Units, as shown by the surveys depicting the respective floors of said Building, and all structures attached or unattached, containing one or more units.

1.04 **By-Laws.** The provisions for the administration of the Property including, but not limited to, assessment, maintenance, use, occupancy, sale, leasing and alienation, all as hereinafter set forth, or as the same may be from time to time duly amended. Articles V, VI and VII hereof shall constitute the By-laws of the Association.

1.05 **Common Elements.** All portions of the Property except the Units, more specifically described in Section 3.01 hereof.

1.06 **Common Expenses.** The proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board, including, without limitation, the expenses of maintenance, repair, administration and operation of the Common Elements.

1.07 **Declaration.** This instrument by which the Property is submitted to the provisions of the Act, including such amendments, if any, to this instrument as may from time to time be adopted pursuant to the terms hereof.

1.08 **Declarant.** COLE-TAYLOR BANK, an Illinois Banking Corporation, as Trustee under Trust Agreement dated OCTOBER 21, 1977 and known as Trust No. 77-373, its successors and assigns.

# UNOFFICIAL COPY

1.09 **Developer.** WEST CITY, INC., an Illinois corporation, its successors and assigns, or such other persons or entities, as the beneficiary of the Declarant may from time to time designate.

1.10 **Limited Common Elements.** A portion of the Common Elements so designated in this Declaration or on the Plat, as hereinafter defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of this Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the owner or owners thereof shall be deemed a Limited Common Element.

1.11 **Maintenance Fund.** All monies collected or received by the Board pursuant to the provisions of the Declaration.

1.12 **Majority of the Unit Owners.** Those Unit Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Unit Owners shall mean those Unit Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements.

1.13 **Occupant.** Person or persons, other than a Unit Owner, in possession of a Unit.

1.14 **Parcel.** The entire tract of real estate above described, submitted to the provisions of the Act.

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

1.16 **Plat.** The plats of survey of the Parcel and all of the Units in the Property submitted to the provisions of the Act, said Plat being attached hereto as Exhibit "B" and made a part hereof and recorded with the recording of this Declaration.

1.17 **Property.** All the property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon including the Building, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, as hereinafter defined, submitted to the provisions of the Act.

1.18 **Reserves.** Those sums paid by Unit owners which are separately maintained by the Board for purposes specified by the Board, the Declaration or the Act.

# UNOFFICIAL COPY

1.19 **Unit.** A part of the Property within or outside of the Building designed and intended for any type of independent use, consisting of a deeded parking space outside the building or part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof and the portions of the Property within the Building are more specifically described hereafter in Article II.

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

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

1.22 **Voting Member.** One person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners.

## ARTICLE II UNITS

### 2.01 **Description and Ownership.**

(a) All Units are delineated on the Plat and listed on Exhibit "B" and shall have lawful access to a public way or ways.

(b) Each Unit consists of the space enclosed and bounded up by the horizontal and vertical planes set forth in the delineation thereof on Exhibit "B" including, without limitation, pipes, ducts, flues, chutes, conduits, wires, and other utility, heating, cooling or ventilation systems or equipment to the extent and only to the extent serving only such Unit; and (anything herein to the contrary notwithstanding) excluding structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through the Unit and forming a part of any system serving more than one Unit, or any components of communication or master antenna systems, if any, located in the Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on Exhibits "B" and "C". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibits "B" and "C", and every such description shall be deemed good and sufficient for all purposes.

(c) Except as provided by the Act or as provided elsewhere herein, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit "B".



# UNOFFICIAL COPY

(d) To the extent such data is available to the Declarant at the time this Declaration is filed, the Plat sets forth the measurements, elevations, locations and other data as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) every Building and each floor thereof; and (3) each Unit in every Building and said Unit's horizontal and vertical dimensions.

**2.02 Certain Structures Not Constituting Part of a Unit.** Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any structural components of the Building, including structural columns or pipes, wires, conduits, ducts, flues, shafts, or public utility lines running through his Unit and forming a part of any system serving more than his Unit, or any components of communication systems, if any, located in his Unit, whether or not any such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

**2.03 Real Estate Taxes.** it is understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act.

## ARTICLE III COMMON ELEMENTS

**3.01 Description.** The Common Elements shall consist of all portions of the Property, except the Units, and including the Limited Common Elements, unless otherwise expressly specified herein. The Common Elements include, without limitation and if applicable, any of the following items located at the Property: the walls, roof, hallways, stairways, entrances and exits, security system, mechanical equipment areas, elevators, master television antenna system (whether leased or owned), if any, fire escapes, pipes, ducts, flues, shafts, electrical wiring and conduits (except pipes, ducts, flues, shafts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit), central heating and ventilating systems servicing the Common Elements (but excluding those individual heating, cooling and ventilating systems or equipment situated entirely within a Unit and serving only such Unit), public utility lines, structural parts of the Building, roof deck which is not for the exclusive use of a Unit or Units, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

**3.02 Ownership of Common Elements.** Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in Exhibit "C" attached hereto. The percentages of ownership interests set forth in Exhibit "C" have been

# UNOFFICIAL COPY

computed and determined in accordance with the Act and shall remain constant and shall not be changed, except as specifically permitted under the Act or the Declaration without unanimous written consent of all Unit Owners and all mortgagees having bona fide liens of record against any of the Unit Ownerships. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall always be deemed conveyed or encumbered with any conveyance or encumbrance of that Unit, though the legal description in the instrument or encumbering said Unit may refer only to the fee title to that Unit.

**3.03 Limited Common Elements.** The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, as designated as such in this Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of this Declaration, are clearly intended to be reserved for or for the use of one or more Units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the Limited Common Elements of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following: (a) the interior surface of the perimeter walls, ceilings and floors which define the boundary planes of a Unit; (b) perimeter doors and windows which serve exclusively a single Unit; (c) any system or component part thereof which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit; and (d) balconies, porches or roof decks, if any, which serve exclusively a single Unit. Any shutters, awnings, window boxes, doorsteps, porches, balconies, patios, perimeter doors, windows in perimeter walls, and any other apparatus designed to serve a single unit shall be deemed a limited common element appertaining to that unit exclusively.

**3.04 Use of Limited Common Elements.** Each Unit Owner and Occupant shall have the right to (a) the exclusive use and possession of the Limited Common Elements serving exclusively the Unit of such Unit Owner, which right shall be appurtenant to and shall run with the title of such Unit, and shall not be separated from such Unit, and (b) the use and possession of the Limited Common Elements serving the Unit of such Unit Owner in common with one or more (but not all) other Units, which use and possession shall be to the exclusion of all other persons except the Unit Owner of any such other Unit to which such Limited Common Elements shall respectively appertain. The use of Limited Common Elements may be transferred between Unit Owners at their expense in accordance with the Act. Each such transfer shall be made by an

# UNOFFICIAL COPY

Amendment to the Declaration executed by the Unit Owners, who are parties to the transfer, and by the Board.

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

**4.01 Submission of Property to the Act.** The Property is hereby submitted to the provisions of the Condominium Property Act of the State of Illinois.

**4.02 No Severance of Ownership.** No Unit 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 expressly mentioned or described therein.

### 4.03 Easements.

(a) Encroachments. In the event that (i) by reason of the construction, repair, settlement or shifting of the 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 any other Unit; or (ii) by reason of the design or construction of any Unit, it shall be necessary or advantageous to a Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit, which will not unreasonably interfere with the use or enjoyment of the Common elements by any other Unit Owner; or (iii) by reason of the design or construction of utility and ventilation system, any mains, pipes, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit; then in any such case, valid easements for maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Unit, or the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however, that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit owner or has been created by the Unit Owner or his agent through intentional, willful or negligent conduct.

(b) Easements for Utilities and Commercial Entertainment. Ameritech Illinois Company, Commonwealth Edison Company, and People's Gas and all other suppliers of utilities serving the Property and any person providing

# UNOFFICIAL COPY

cable television or other similar entertainment to any Unit owners or to the Property, are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility and entertainment services, together with the reasonable right of ingress and egress from the Property for said purpose; and the Board or Association may hereafter grant other or additional easements for utility purposes and for other purposes including such easements as the Board may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvement upon the Common Elements, for the benefit of the Property, over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board or Association an irrevocable power of attorney to execute, acknowledge and record for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing (provided that with respect to all easements granted hereby or pursuant hereto, no Unit Owner shall be deprived of, or be subjected to material interference with, the use of his Unit or any Limited Common Element serving his Unit, other than reasonably and temporarily). Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines, entertainment lines, components of the communications systems, if any, or structural components, which may run through the walls of a Unit and which constitute or will constitute Common Elements, whether or not such walls lie in whole or in part within the Unit boundaries. Furthermore, easements are hereby granted to the suppliers of water to the Units to maintain and repair the meter located in a Unit, together with the reasonable right of ingress to and egress from the Unit for said purpose.

The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes for the benefit of the Property over, under, along and on any portion of said Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record in the name of such unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing.

The Board hereby reserves to itself and the Association, and their respective successors and assigns, the right, without notice to, or the consent of, any Unit owner or mortgagee of a Unit; (i) to record a supplement to the Plat showing the location of any or all of such utility or commercial entertainment conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment "as built" and (ii) to record, from time to time, additional supplements, showing additions, modifications and deletions to any or all of such conduits, cables, pipes, electrical wiring, transformers and switching apparatus and other equipment. Once the location of the easement to any such utility or other entity is shown by any supplement or additional supplement to the Plat as

# UNOFFICIAL COPY

aforesaid, the easement granted by this Section 4.03(b) to such utility or other entity shall be limited to the area or areas located within ten feet on either side of the equipment of such utility or other entity shown on such supplement or additional supplement. A power coupled with an interest is hereby granted to the the Association, acting by and through their respective duly authorized officers, their respective successors, assigns, agents and designees, and each of them singly without the other's concurrence, as attorney-in-fact to do or cause the foregoing to be done. The acceptance of each deed, mortgage, trust deed or other instrument with respect to a Unit shall be deemed a grant of such power to each of said attorney-in-fact, an acknowledgement of a consent to such power, and shall be deemed to reserve to each of said attorneys-in-fact the power to record any and all such supplements.

(c) Easements to Run with Land. All easements and rights described herein are easements appurtenant running with the land, and so long as the Property is subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee or other person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

#### 4.04 Use of the Common Elements.

(a) General. Subject to the provisions of this Declaration, each Unit Owner shall have the non-exclusive right to use the Common Elements (except the Limited Common Elements) in common with the other Unit Owners as may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by such Unit owner, and such other incidental uses as are permitted by this Declaration. Each Unit Owner shall have the right to the use and possession of the Limited Common Elements serving his Unit, in common with other Unit Owners, if any, having right thereto pursuant to this sentence and with all other parties to whom such rights extend pursuant to Section 3.04(b) of this Declaration, and to the exclusion of all other parties. Such rights to use and possess the Common Elements, including the Limited Common Elements, shall be subject to and be governed by the provision of the Act, this Declaration, and rules and regulations of the Association.

(b) Guest Privileges. The aforesaid rights shall extend to the Unit Owner and the members of the immediate family and authorized occupants,

# UNOFFICIAL COPY

tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owner, subject to reasonable rules and regulations with respect thereto.

(c) Disclaimer of Bailee Liability. Notwithstanding anything to the contrary contained in this Declaration, neither the Board, the Association, nor any Unit Owner shall be considered a bailee of any personal property stored in the Common Elements and shall not be responsible for the security of such personal property or for any loss or damage therein, whether or not due to negligence.

## 4.05 Maintenance, Repair and Replacements.

(a) The Association. At its expense, the Association shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each Unit which contribute to the support of the Building excluding, however, all windows and exterior doors and the interior surfaces of walls, ceiling and floors. In addition, the Association shall maintain, repair, and replace all pipes, wires, conduits, ducts, flues, shafts, and other facilities for the furnishing of utility services which may be located within the Unit boundaries and forming part of any system servicing more than one Unit, as specified in Section 2.02 hereof, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Unit owner under Paragraph (b) below, or any other provision of this Declaration. Maintenance, repairs, and replacements of the Common Elements shall be furnished by the Association acting by and through the Board as part of the Common Expenses, subject to the By-Laws or rules and regulations of the Association.

(b) By the Unit Owner. Except as otherwise provided in Paragraph (a) above or Paragraph (c) below, each Unit Owner shall furnish and be responsible for, at its own expense:

(i) All of the maintenance, repairs and replacements within his own Unit, all doors appurtenant thereto, and all internal installations of such Unit such as air conditioning units, refrigerators, ranges, and other kitchen appliances, lighting fixtures and other electrical fixtures and plumbing, and any portion of any other utility service facilities located within the Unit; provided, however, that such maintenance, repairs and replacements as may be required for the bringing of water, electricity and natural gas to the Units, shall be furnished by the Board as part of the Common Expenses.

(ii) All of the decorating within his own Unit (initially and thereafter from time to time), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the common walls and the interior surfaces of the vertical perimeter walls, floors and

# UNOFFICIAL COPY

ceiling of his Unit, and such Unit owner shall maintain such portions in good condition at his sole expense as may be required from time to time. Except with respect to improvements in place as of the date of the recording of this Declaration, each Unit Owner who shall elect to install in any portion of his Unit (other than in bath and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent under cushion of such kind and quality as to prevent the transmission of noise to another Unit, the Board may, in addition to exercising all of the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such Unit Owner to cover all non-conforming work with carpeting, or may require removal of such non-conforming work, at the expense of the offending Unit Owner. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board as may be imposed from time to time.

(iii) All of the maintenance, repair, and replacements of the Limited Common Elements benefiting his Unit, in whole or in part, except to the extent as otherwise directed by the Board or as is otherwise provided herein, shall be performed by the respective Unit owner benefited thereby. In addition, each Unit Owner shall be individually responsible for the repair, maintenance and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use. At the discretion of the Board, the Board may perform, or cause to be performed, such maintenance repairs, and replacements of the Limited Common Elements and the cost thereof shall be assessed in whole or in part to Unit owner or Unit owners benefited thereby, and further at the discretion of the Board, the Board may direct such Unit owner or unit Owners, in the name and for the account of such Unit Owner or Unit Owners, to arrange for such maintenance, repairs, or replacements, to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Board such lien waivers and contractor's or sub-contractor's lien claims that may arise therefrom.

(c) In the event that any repair or replacement to the Common Elements (including Limited Common Elements) is made necessary by reason of any act or occurrence for which insurance is maintained by the Board pursuant to Section 5.08 hereof and for which insurance proceeds are available as provided in Section 8.01 hereof, the Association, at its expense to the extent of such proceeds, and subject to Section 4.07 hereof, shall be responsible for the repair or replacement of such Common Elements.

# UNOFFICIAL COPY

(d) **Nature of Obligation.** Nothing herein shall be construed to impose a contractual liability upon the Association for maintenance, repair or replacement, but the Association's liability shall be limited to damages resulting from negligence. The respective obligations of the Association and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to proceeds under policies of insurance. In addition, and notwithstanding anything, herein above to the contrary, no Unit Owner shall have a claim against the Board or Association for any work ordinarily the responsibility of the Board or Association, but which the Unit Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Board or Association.

**4.06 Negligence of Unit Owner.** If, due to the willful misconduct or negligent act or omission of a Unit Owner, or a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit owned by others, or maintenance, repair or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be reasonably determined by the Board.

**4.07 Joint Facilities.** To the extent that equipment, facilities and fixtures within any Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or Common Elements, then the use thereof by the individual Unit Owner shall be in all respects reasonable as it affects the other Unit Owners. The authorized representative of the Association or the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or any equipment, facilities, or fixtures affecting or serving other Units or the Common Elements, or any Facilities.

#### **4.08 Additions, Alterations or Improvements.**

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

(b) Except as otherwise provided in Section 7.01(a) hereof, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations or improvements shall be made by a Unit Owner to his Unit (where such work alters the structure of the



# UNOFFICIAL COPY

Unit or increases the cost of insurance required to be carried by the Board hereunder) without the prior 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 a Unit Owner upon the Unit 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 a Unit Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

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

(ii) If the Unit 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 Unit Owner for the cost thereof as determined by the Board; or

(iii) Ratify the action taken by the Unit 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.

**4.09 Storage Room.** The Storage Room shall be a part of the Common Elements. The Board or the Association may allocate portions of the Storage Room on such basis and at such fees, if any, as the Board or the Association deems appropriate and may prescribe such rules and regulations with respect to the Storage Room as it may deem fit.

## ARTICLE V ADMINISTRATION

**5.01. Administration of Property.** The direction and administration of the Property shall be vested in the Board of Directors (herein sometimes referred to as the "Board") which shall consist of seven (7) persons, except as provided in Section 5.06 hereinafter, who shall be elected in the manner hereinafter set forth. 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 designated agent of such corporation, partnership, or other legal entity, or beneficiary of such trust, shall be eligible to serve as a member of the Board. If a Unit Owner owns more than one Unit and is a corporation, partnership, trust or other legal entity, other than a natural person, then any number of agents or beneficiaries of such Unit Owner

# UNOFFICIAL COPY

may be directors, provided that the number of such Unit Owner's agents or beneficiaries who become directors shall not exceed the number of Units owned by such Unit Owner. If a director fails to meet such qualifications during his term, he shall thereupon cease to be a director, and his place on the Board shall be deemed vacant.

**5.02 Association.** The Association will be formed as a not-for-profit corporation under the General Not-For-Profit Corporation Act of the State of Illinois and for the purposes and having the powers described in the Act, and having the name (or name similar thereto) Parkside Square Condominium Association and shall be deemed to be the "Board of Managers" for the Unit Owners referred to in the Act. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions contained herein. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, such membership shall automatically terminate when he ceases to be a Unit owner, and upon the transfer of his ownership interest the transferee shall likewise succeed to such membership in the Association. The Association shall have one class of membership.

## **5.03 Voting Rights.**

(a) Except as otherwise provided in section 5.03(b) herein, 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 Unit Owner or one<sup>o</sup> of the group composed of all the owners of a Unit Ownership, or be, some person designated by such Unit owner or Unit Owners are his duly authorized attorney-in-fact to act as proxy on his or their behalf and who must be a Unit Owner. Such designation shall be made in writing to the Board, shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit owner or his duly authorized attorney-in-fact, shall bear the date of its execution and shall be invalid after eleven (11) months from the date of execution unless otherwise provided in the proxy. Any or such Unit Owners may be present at any meeting of the Voting Members and (those constituting a group acting as a single Voting Member) may vote or take any other action as a Voting Member either in person or by proxy. If a Unit Owner is a trust, then the voting rights of such Unit Owner may be exercised by a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, then the voting rights of said Unit Owner or beneficiary may be exercised by an officer, partner or employee of such Unit Owner or beneficiary. The total number of votes of all Voting Members shall be one hundred (100), and each Unit Owner or group of Unit Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit

# UNOFFICIAL COPY

ownership as set forth in Exhibit "C"; provided that, when thirty (30%) percent or fewer of the Units, by number, Possess over fifty (50%) percent in the aggregate of the votes in the Association, any percentage vote of Unit Owners specified herein shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to limits that would otherwise be applicable.

(b) In the event the ownership of a Unit is composed of more than one Person, then if only one of the multiple owners of a Unit is present at a meeting of the Association, then such owner shall be entitled to cast all of the votes allocated to that Unit. In the event more than one owner of a Unit is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority of interest of the group of owners comprising the Unit Owner. Majority agreement shall be deemed to have occurred if any one of the multiple owners casts the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the Unit.

(c) Election.

(i) Secret Ballot. The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot whereby the voting ballot is marked only with the percentage interest for the unit and the vote itself, provided that the Board further adopts rules to verify the status of the Unit owner issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(ii) Absentee Ballot. If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the

# UNOFFICIAL COPY

opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner.

If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within 14 days after the Board's approval of a rule adopted pursuant to subparagraph (ii), the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

(iii) Election Procedures. The Board of Managers may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and the Board does not express a preference in favor of any candidate.

Any proxy distributed for Board elections by the Board of Managers must give Unit Owners the opportunity to designate any person as the proxy holder and give the Unit Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

(d) In the event of a resale of a Unit, the purchaser of a Unit from a seller other than the Developer pursuant to an installment contract for purchase shall during such times as he or she resides in the Unit be counted toward a quorum for purpose of election of members of the Board at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agent.

## 5.04 Meetings.

(a) Quorum. Meetings of the Unit owners shall be held at the Property or at such other place in Cook County, Illinois, as may be

# UNOFFICIAL COPY

designated in any notice of a meeting. The presence in person or by proxy at any meeting of at least twenty (20%) percent of the Unit Owners shall constitute a quorum unless the Unit Owners, in accordance with the Act, provide otherwise. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Unit owners at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting.

(b) First Unit Owners Board and Annual Meeting. There shall be an annual meeting of the Voting Members on the second Tuesday of December of each succeeding year thereafter at 7:30 p.m. or at such other reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members. The Unit Owners shall hold an annual meeting, on of the purposes of which shall be to elect members of the Board of Directors.

(c) Special Meetings. Special meetings of the Voting Members may be called at any time provided for in Section 5.04(b) hereof 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 provided, however, that the following matters shall require the approval of Voting Members having not less than two-thirds (2/3) of the total votes: (i) the merger or consolidation of the Association; (ii) the sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and (iii) the purchase or sale or lease of Units or other real estate on behalf of all Unit Owners. Special meetings may be called by written notice authorized by a majority of the Board, the President of the Board, or by twenty percent (20%) of the Unit Owners, and delivered not less than ten (10) days and no more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted to the Unit Owners at special membership meetings shall be submitted by the Board.

**5.05 Notices of Meetings.** Except as otherwise provided herein, notices of meetings of the Voting Members 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 notices, or to the Unit of the Unit owner with respect to which such voting right appertains, if no address has been given to the Board, provided that any such notice shall be delivered no less than ten (10) and no more than thirty (30) days prior to the date fixed for such meeting and shall state the time, place and purpose of such meeting.

# UNOFFICIAL COPY

## 5.06 Board of Directors.

(a) In all elections for members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The election as between candidates receiving the same number of votes shall be determined by lot. All members of the Board shall be elected at large. The Board of Directors shall consist of seven (7) members. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting, successors shall be elected for a term of one (1) year each. The Voting Members owning at least two-thirds (2/3) of the Units may from time to time at any annual or special meeting decrease the term of office of Board members. Members of the Board shall receive no compensation for their services. Vacancies on the Board shall be filled by the Board by a two-thirds (2/3) vote of the remaining members thereof until the next annual meeting of the Voting Members or for a period terminating no later than thirty (30) days following the filing of a petition signed by Voting Members holding twenty percent (20%) of the votes of the Association requesting a meeting of the Voting Members to fill the vacancy for the balance of the term. A meeting of the Voting Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the Voting Members filing a petition signed holding twenty percent (20%) of the votes of the Association requesting such a meeting. Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt; provided, however, that (i) each Unit Owner shall be entitled to notice in the same manner as provided in Section 5.05 hereof, of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment; and (ii) the Board shall meet no less than four (4) times each year. Two-thirds (2/3) of the total number of members on the Board shall constitute a quorum. Any member of the Board may succeed himself.

(b) In the event the Board adopts a budget requiring assessment or any separate assessment which would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Board, upon written petition by the Voting Members 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 Voting Members within thirty (30) days of the date of filing of the petition to consider the budget or separate assessment. Unless a majority of the total votes of Voting Members present are cast at the meeting to reject the budget or separate assessment, the budget shall be deemed to be ratified. Any common expense not set forth in the budget or any increase in assessments over the amount

# UNOFFICIAL COPY

adopted in the budget shall be separately assessed against all Unit Owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit owner approval. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners. 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 Unit Owners. If the Board adopts separate assessments payable over more than one fiscal year, and the multi-year assessment is not for an emergency or mandated by law, 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.

(c) The Board shall elect from amongst its members a President who shall preside over both its meeting and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto as provided herein and in the Act, 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 the Secretary, and a Treasurer to keep the financial records and books of account, such additional officers as the Board shall see fit to elect from amongst the members of the Board. The Secretary of the Association is hereby designated as the person to mail and receive all notices as provided for in the Condominium Property Act and in this Declaration. Unless otherwise provided by the Condominium Property Act, amendments to the condominium instruments authorized to be recorded shall be executed and recorded by the President of the Association or such other officer authorized by the Board of Directors. The term of office for each officer shall be until the next succeeding annual meeting of the Board, and until his successor shall be duly elected or appointed and qualified pursuant hereto. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-thirds (2/3) of the total membership of the Board at a special meeting hereof. Any officer may succeed himself.

(d) Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice.

(e) All meetings of the Board, except as otherwise provided by the Act, shall be open to attendance by any Unit Owner, and notice thereof, except as otherwise provided herein, shall be mailed or delivered to each Unit

# UNOFFICIAL COPY

Owner not less than forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by such Unit Owner before the meeting is convened. Any vote on matters which may, under the Act, be discussed in a meeting not open to any Unit Owners. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open under the Act by tape, film, or other means provided, however, that the Board may prescribe reasonable rules and regulations to be given the right to make such recordings. A copy of such notice of meeting required to be given hereunder shall be posted in a conspicuous place in the Building at least forty-eight (48) hours prior to the time fixed for such meeting.

(f) Any Board member may be removed from office, at any time after the election of directors at the First Unit Owners Board meeting of Voting Members pursuant to Section 5.06(a) hereof, by affirmative vote of the Voting Members owning at least two-thirds (2/3) of the Units, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(g) The Association shall furnish any Unit Owner, within three (3) working days of delivery to it of a request thereof, the names, addresses, telephone numbers (if known), and the number of votes of each Unit Owner entitled to vote at the initial meeting of the voting Members to elect member of the Board and at each subsequent meeting of the voting members to elect members of the Board.

(h) The Board shall require (1) that all officers, employees or other persons who either control or disburse funds of the Association shall furnish fiduciary insurance coverage which covers the maximum amount of funds that will be in the custody of the Association plus the Association Reserve, the premium cost of which shall be paid by the Association and (2) that all Management Companies which are responsible for funds held or administered by the Association shall maintain and furnish a fidelity bond to the Association for the maximum amount of coverage which is available to protect funds in the custody of the Management Company at one time, the premium cost of which shall be paid by the Association. "Management Company" shall be defined as a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or an agent for a Unit Owner, Unit Owners of Association of Unit owners for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day-to-day operation and management of any property subject to the Act. For purposes of this paragraph, the term "Fiduciary Insurance Coverage" shall be defined as both a fidelity bond and directors and officers liability coverage, the fidelity bond in the full amount of the Association funds and Association Reserves that will be in the custody of the Association, and the directors and officers liability coverage at a level as shall be



# UNOFFICIAL COPY

determined to be reasonable by the Board, if not otherwise established by the Declaration or By-Laws.

**5.07 General Powers of the Board.** The Board shall have the following general powers:

(a) The Board may engage the services of an agent to manage the Property for which the Board is responsible pursuant to this Declaration, to the extent deemed advisable by the Board; provided, however, that any agreement for professional management, except as hereinafter provided, shall provide for termination by the Board without cause upon not more than ninety (90) days' written notice without payment of a termination fee, provide for termination with cause by the Board of thirty (30) days' written notice without payment for termination fee and shall have a term not to exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods. The management agreement shall require the management agent to furnish a fidelity bond in such amounts and with such provisions as contained in Section 5.08(a)(v).

(b) The Board or its agents, upon reasonable notice, may enter any Unit when necessary in connection with any maintenance, repair, replacement or construction of the Common Elements or to make emergency repairs as may be necessary to prevent damage to the Common Elements or to any other Unit or Units.

(c) Except as otherwise provided in the Budget, the Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for them the maintenance fund any capital additions to, or capital improvements to the common Elements (other than for purposes of replacing or restoring portions of the Common Elements) subject to all the provisions of this Declaration, requiring an expenditure in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) without in each case the prior written approval of Unit owners owning at least two-thirds (2/3) of the Units. For the purpose of this subsection, capital additions and capital improvements shall include structural and non-structural additions and improvements.

(d) All arrangements, contracts, deeds, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and counter-signed by the President of the Board.

(e) The Board shall have the power and duty to provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, to engage or contract for the services of others, and to

# UNOFFICIAL COPY

make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent), provided that the Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member has a twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given. to the Unit owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition signed by twenty percent (20%) of the Unit owners, for an election to approve or disapprove the contract, such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition.

(f) The Board shall have the power to exercise all other powers and duties of the Board of Directors or Unit owners as a group referred to in the Declaration or the Act. More specifically, the Board shall exercise for the Association all powers, duties and authority vested therein by law or the condominium instruments except for such powers, duties and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

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

# UNOFFICIAL COPY

(ii) Preparation, adoption and distribution of the annual budget for the Property;

(iii) Levying of assessments;

(iv) Collection of assessments from Unit Owners;

(vi) Obtaining adequate and appropriate kinds of insurance;

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

(vii) Owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;

(viii) To adopt and amend rules and regulations covering the details of the operation and use of the Property, after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations. Notice of the meeting shall contain the full text of the proposed rules and regulations, and the meeting shall conform to the requirements of Section 18(b) of the Condominium Property Act, except that no quorum is required at such meeting of the Unit Owners. However, no rule or regulation may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution, including, but not limited to, the free exercise of religion, nor may any rules or regulations conflict with the provisions of the Condominium Property Act or the condominium instruments. No rule or regulation shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a condominium unit;

(ix) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(x) To have access of each Unit from time to time as may be necessary for the maintenance, repair or replacement of any Common Elements (to the extent the Association is responsible for such maintenance, repair or replacement) therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to other Unit or Units;

(xi) Pay real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are

# UNOFFICIAL COPY

authorized by law to be assessed and levied upon the real property of the condominium;

(xii) Impose charges for late payments of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Declaration and rules and regulations of the Association. If any Unit Owner shall fail or refuse to make any payments of the Common Expenses when due, the amount thereof, together with any interest, late charges, reasonable attorney's fees incurred prior to the initiation of any court action, and costs of collections or the amount of any unpaid fine shall constitute a lien on the interest of such Unit Owner prior to all other liens and encumbrances recorded or unrecorded, except only (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of Illinois and other state and federal taxes which by law are a lien on the interest of such Unit Owner prior to preexisting recorded encumbrances thereon and (b) encumbrances on the interest of such Unit Owners recorded prior to the date of such failure or refusal which by law would be a lien thereon prior to subsequently recorded encumbrances;

(xiii) Assign the Association's right to future income, including the right to receive Common Expenses;

(xiv) Record the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility where authorized by the Unit Owners under the provisions of Section 4.09 hereof; and

(xv) Record the granting of an easement for the laying of cable television where applicable pursuant to the provisions of Section 4.03(b) hereof.

(xvi) To seek relief on behalf of all Unit Owners when authorized pursuant to Subsection (c) of Section 10 of the Condominium Property Act from or in connection with the assessment or levying of real property taxes, special assessments, and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or of any lawful taxing or assessing body;

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

# UNOFFICIAL COPY

(xviii) To accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member of the Association with respect to improvements performed pursuant to any contract entered into by the Board or any contract entered into prior to the recording of the Declaration pursuant to the Act, and to distribute the notice to the unit owners within 7 days of the acceptance of the service by the Board. The service shall be effective as if each individual unit owner had been served individually with notice.

(g) Subject to the provisions of Section 4.06 and Section 6.08 hereof, the Board for the benefit of the Unit owners shall acquire and shall pay from the maintenance fund hereinafter provided for, the following:

(i) Operating expenses of the Common Elements, including water, electricity, gas and telephone and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(ii) Services of any person or firm to act on behalf of the Unit Owners in connection with real estate taxes and special assessments on the Unit Ownerships, and in connection with other matters where the respective interests of the Unit Owners are deemed by the Board to be similar and non-adverse to each other. The cost of such services shall be Common Expenses.

(iii) Painting, cleaning, outside window washing, tuckpointing, maintenance, decorating, repair, and replacement of the Common Elements (but not including the interior surfaces of the Units and of the perimeter doors apparent thereto, and repair of windows which the Unit owners 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.

(iv) Any other materials, supplies, utilities, furniture, equipment, labor, services, maintenance, repairs or structural alterations which the Board is required to secure or pay for, pursuant to the terms of this Declaration and By-Laws 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 the restrictions contained herein.

(v) 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 Unit Owners. Where one or more Unit

# UNOFFICIAL COPY

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 specifically assessed to said Unit Owners.

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

(h) The Board by a vote of at least two-thirds (2/3) of the persons on the Board shall have the authority to lease or to grant licenses, concessions and contracts with respect to any part of the Common Elements, all upon such terms as the Board deems appropriate.

(i) The Board shall have the powers to bid for any purchase of any Unit Ownership at a sale pursuant to, a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order of direction of a court, or other involuntary sale, upon the consent or approval of Unit Owners having not less than two-thirds (2/3) of the total votes.

(j) The Association shall have no authority to forebear the payment of assessments by any Unit Owner.

## 5.08 Insurance.

(a) The Board shall have the authority to and shall obtain insurance for the Property as follows:

(i) Physical damage insurance on the Property (but excluding additions, alterations, improvements and betterments to the Units), subject to the following conditions:

a. Such insurance shall be "bare wall" insurance with respect to the Units;

b. The Property shall be insured for an amount not less than one hundred percent (100%) of its full insurable replacement cost on a blanket basis;

c. Replacement cost values are to be reviewed annually, and the insurance policy or policies shall be endorsed

# UNOFFICIAL COPY

with an agreed amount clause. The cost of any and all appraisals for insurance purposes shall be Common Expenses;

d. Perils to be covered by such policies shall be no less than "all risk" or "special form" on real property and "broad form" named perils on personal property, and such other perils as may be deemed appropriate by the Board.

(ii) Comprehensive General Liability insurance covering personal injury and property damage insuring against hazards of premises/operations, products and completed operations, contractual liability, personal injury liability (with exclusions (a) and (c) deleted), independent contractors and other extensions as deemed necessary by the Board. Such insurance shall provide limits of liability as deemed desirable by the Board, but in no event for less than One Million Dollars (\$1,000,000.00) with respect to each occurrence. Such policy shall be endorsed to cover cross-liability claims of one insured against the other.

(iii) Umbrella Liability insurance in excess of the required Comprehensive General Liability and Employer Liability policies in an amount deemed desirable by the Board, but in no event less than Two Million Dollars (\$2,000,000.00) with respect to each occurrence. Such policy shall be no less than "following form" coverage of the primary liability policies.

(iv) Worker's Compensation and Employed Liability (minimum amount \$100,000.00) as necessary to comply with applicable laws, including Voluntary Compensation to cover employees not covered under the Illinois statute for benefits.

(v) Fidelity Bond insuring the Association, the Board and the Unit Owners against loss of funds as a result of the fraudulent or dishonest acts of any person who controls or disburses funds of the Association, the Board and the Unit Owners in such amounts as the Board shall deem necessary but not less than 150% of the annual operating expenses of the Association, including reserves (or the maximum amount of coverage available to protect such funds). The premium for such fidelity bond shall be a Common Expense. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premiums or otherwise substantially modified without sixty (60) days' prior written notice to all holders of first mortgages of record.

(vi) Directors and Officers Liability insurance in such amounts as the Board shall determine to be reasonable.

# UNOFFICIAL COPY

(vii) Such other insurance, which may include, without limitation, any or all of the following, in such amounts as the Board shall deem desirable; Plat Glass insurance; Errors and Omissions coverage for the directors of the Board; and Medical Payments coverage for members of the public (not Unit Owners) injured on the Property, without regard to liability of the Board or the Association;

The premiums for the above described insurance and bond, except as otherwise provided in this Section 5.08 shall be Common Expenses.

(b) All insurance provided in this Section 5.08 shall be effected under valid and enforceable policies issued by insurance companies authorized and licensed to transact business in the State of Illinois and holding a current Policyholder's Alphanumeric and Financial Size Category Rating of not less than A/IX according to Best's Insurance Reports or a substantially equivalent rating from a nationally-recognized insurance rating service. All such policies shall provide a minimum of thirty (30) days advance notice of modification or cancellation in writing to the insured thereunder unless such cancellation is for non-payment of premium in which case ten (10) days advance notice shall be sufficient.

(c) All policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08(i) shall name as insured: the Board, as Trustees for the Unit owners, in the percentages established in Exhibit "C" to this Declaration; and shall also name as an assured the Insurance Trustee described in Subparagraph 5.08(f)(ii), as the respective interests of all of such assureds may appear; (ii) shall be without contribution as respects other such policies of Insurance carried individually by the Unit Owners whether such other insurance covers their respective Unit; (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement therefor, such option shall not be exercisable in the event the Unit owners elect to sell the Property or remove the Property from the provisions of the Act; and (iv) shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premiums without at least ten (10) days prior written notice to the mortgagee of each Unit. Policies of insurance of the character described in clause (i) of Paragraph (a) of this Section 5.08 may contain an endorsement extending coverage so as to include the payment of Common Expenses with respect to damaged Units during the period of reconstruction thereof. Notwithstanding the issuance of standard mortgage clause endorsements under the policies of insurance of the character described in clauses (i) and (ii) of Paragraph (a) of this Section 5.08, any losses under such policies shall be payable, and all insurance proceeds recovered thereunder shall be applied and disbursed, in accordance with the provisions of this Declaration and the Act.



# UNOFFICIAL COPY

(d) All policies of insurance of the character described in clauses (i), (iii), (iv) and (v) of Paragraph (a) of this Section 5.08 shall name as assureds the Association, the Board, its managing agent, and other agents and employees of such Association, and shall also provide coverage for each Unit Owner (but as to the insurance described in Section 5.08(a)(iii) hereof, only with respect to those portions of the Property not reserved for their exclusive use). In addition, all policies of insurance of the character described in clauses (i), (ii) and (iii) of Paragraph (a) of this Section 5.08 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, members of the Board, the managing agent, their respective employees and agents, and the Unit Owners and occupants.

(e) The Association, for the benefit of the Unit Owners and the mortgagee of each Unit, shall pay the premiums and obtain a binder on the policies of insurance described in Paragraph (a) of this section 5.08 at least thirty (30) days prior to the expiration date of the respective policies, and upon written request thereof, shall notify the mortgagee of each Unit of such payment within ten (10) days after the date on which payment is made.

(f) Loss, if any, under any policies of insurance of the character described in clauses (i) and (ii) in Paragraph (a) of this Section 5.08 shall be adjusted with the Board, and the insurance proceeds on account of any such loss shall be paid and applied as follows:

(i) The Board, as Trustee of each of the Unit Owners in their respective percentages of ownership in the Common Elements as established in this Declaration, in the case of any one loss, of Fifty Thousand Dollars (\$50,000.00) or less in the aggregate, which insurance proceeds, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss, shall be applied to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and, the Common Elements having the same vertical and horizontal boundaries as before, free from vendor's, mechanic's, materialman's, and other similar liens; or

(ii) In the case of any one loss exceeding Twenty-Five Thousand Dollars (\$25,000.00) in the aggregate, then the insurance proceeds shall be paid to the First National Bank of Chicago, which bank corporation is hereby designated by the Developer to act as Trustee for the Board (the "Insurance Trustee") pursuant to the Act for the purpose of collecting and disbursing the insurance proceeds described, in this subparagraph (ii). If such entity (or its successors appointed pursuant hereto) shall fail or cease for any reason to act as the Insurance Trustee, then the Board shall, pursuant to the Act, appoint as successor Insurance

# UNOFFICIAL COPY

Trustee a corporation qualified to accept and execute trusts in the State of Illinois and having a capital of not less than Five Million Dollars (\$5,000,000.00). Such proceeds, less the actual cost, fees, and expenses, if any, incurred in connection with the adjustment of the loss, and the fees of the insurance Trustee, shall be applied by the Insurance Trustee to the payment of the cost of restoring the Property to substantially the same condition as it existed immediately prior to such damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before. Such proceeds shall be paid by the Insurance Trustee to or for the account of the Association, from time to time as work progresses, in such manner as shall be required to facilitate the restoration of the Property in accordance with provisions of the Act. The Association and the Insurance Trustee may, prior or subsequent to any such loss, enter into an insurance trust agreement further implementing the provisions of the Act and this Declaration with respect to the collection and disbursement of proceeds of insurance by the Insurance Trustee.

(g) Each Unit Owner shall be responsible for (i) physical damage insurance on the personal property in his Unit and elsewhere on the Property, and any additions, alterations and improvements to his Unit (whether installed by such Unit Owner or any prior Unit owner or whether originally in his Unit); (ii) his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners as above provided; and (iii) his additional living expense. All policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided. For the purposes of Section 5.08(g) and 5.08(h) hereof, "additions, alterations and improvements" shall mean any property (excluding personal property readily removable without damage to the Unit) attached to the Unit, including without limitation carpeting, flooring, wall covering, paint and paneling.

(h) The Board shall not be responsible for obtaining physical damage insurance on any additions, alterations and improvements to a Unit or any personal property of a Unit owner or any other insurance for which a Unit owner is responsible pursuant to Section 5.08(g) hereof.

(i) Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, the Units, or to any personal property located in the Unit 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 or would be covered by insurance for which such Unit Owner is responsible pursuant to Section 5.08(g) hereof.

# UNOFFICIAL COPY

(j) The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Section 5.08 if the economic savings justifies the additional risk and if permitted by law. The deductibles shall be on a per occurrence basis irrespective of the number of insureds suffering injury or damage. Expenses included within the deductible amount arising from insurable loss or damage shall be treated as Common Expenses.

**5.09 Liability of the Board of Directors.** Neither the members of the Board nor the officers of the Association shall be liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. 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 or received in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) 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 persons being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Unit owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association, shall be limited to such proportion of the total liability hereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Board on behalf of the Unit Owners shall be deemed to provide that the members of the Board are acting only as agents for the Unit owners, and shall have no personal liability thereunder (except as Unit owners) and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

# UNOFFICIAL COPY

## 5.10. Insurance

Notwithstanding the provisions of Section 5.08 and 5.09:

(i) **Property Insurance.** No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes property insurance (i) on the Common Elements and the Units, including the Limited Common Elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the Unit, (ii) providing coverage for special form causes of loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date. The insurance maintained under this subsection must include the Units, the Limited Common Elements except as otherwise determined by the Board, and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors, and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall, and ceiling coverings. "Improvements and betterments" means all decorating, fixtures, and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters, or built-in cabinets installed by Unit Owners.

(ii) **General Liability Insurance.** No policy of insurance shall be issued or delivered to the Association, and no policy of insurance issued to the Association shall be renewed, unless the insurance coverage under the policy includes commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

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

# UNOFFICIAL COPY

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

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

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

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

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

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

(vii) **Directors and Officers Coverage.** The Board must obtain directors and officers liability coverage at a level deemed reasonable by the Board, if not otherwise established by this Declaration or By-Laws. Directors and officers liability coverage must extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification

# UNOFFICIAL COPY

under the General Not For Profit Corporation Act of 1986 or this Declaration and By-Laws of the Association.

(viii) **Mandatory Unit Owner Coverage.** The Board may require condominium Unit Owners to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Owner or his or her guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of a Unit Owner or Association member must include the deductible of the Owner whose Unit was damaged, any damage not covered by insurance required by this Subsection (viii), as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings. If the Unit Owner does not purchase or produce evidence of insurance requested by the Board, the directors may purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

5.11 **Resale of Units.** In the event of a resale (i.e., any sale made after the initial sale) of any Unit by a Unit owner and within thirty (30) days after the written request by such Unit Owner, the Board shall deliver a copy of each of the documents and make the disclosure described in and required by Section 22.1 of the Act. The Board shall be allowed to charge a reasonable fee, not to exceed the maximum amount prescribed by the Act, for providing such information. This paragraph is in addition to those various agreements set forth in Article XIII hereafter.

## ARTICLE VI COMMON EXPENSES - MAINTENANCE FUND

6.01 **Preparation of Estimated Budget.** On or before November 1 of 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 adequate reserves, including, without limitations, amounts to maintain a Capital Reserve, as hereinafter defined in Section 6.02 hereof, and within fifteen (15) days thereafter, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof, including those portions intended for capital expenditures or repairs or payment of real estate taxes and containing each Unit Owner's respective assessment provided, however, that such annual budget shall be furnished to each Unit Owner at least thirty (30) days prior to its adoption by the Board. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C" attached hereto. On or before January 1 of the ensuing year, and the first day of each and every month of said year, each

# UNOFFICIAL COPY

Unit Owner jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessments made pursuant to this paragraph. On or before April 1 of each calendar year, the Board shall supply to all Unit Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net amount over or short of the actual expenditures plus reserves. Such accounting shall upon the written request of any Unit Owner be prepared by a certified public accountant, in which event such accounting shall be applied as an adjustment to the installments due under the current year's estimate in provisions of Section 6.02 hereof. For purposes of the Declaration and the management and operation of the Property, the calendar year shall be deemed to be the fiscal year of the Association.

**6.02 Capital Reserve; Supplemental Budget.** 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 by taking the following into consideration: (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 Unit Owners, and the market value of the Units, of any assessment increase needed to fund reserves; and (v) the ability of the Association to obtain financing or refinancing. Each budget shall disclose that percentage of the annual assessment which shall be added to the Capital Reserve and each Unit 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 Unit Owner. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such portions of any contingency reserve or Capital Reserve, as applicable, which remains unallocated. If the estimated Common Expenses contained in the budget prove inadequate for any reason or in the event a nonrecurring Common Expense is anticipated for any year, then the Board may prepare and approve a supplemental budget covering the estimated deficiency or nonrecurring expense for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a special or separate assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget, subject to the provisions of Section 5.06(b) hereof. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

# UNOFFICIAL COPY

**6.03 Failure to Prepare Annual Budget.** The failure or delay of the Board to prepare to serve the, annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance program which is due more than ten (1.0) days after such new annual or adjusted estimate shall have been mailed or delivered.

**6.04 Records of the Association.** The managing agent or Board shall maintain the following records of the Association available for examination and copying at convenient hours or weekdays by the Unit Owners or their mortgagees and their duly authorized agent or attorneys:

(a) Copies of this Declaration and any amendments, Articles of incorporation of the Association, annual reports and any rules and regulations adopted by the Association or its Board shall be available. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (a) for examination and copying.

(b) Detailed accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expense incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

(c) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than 7 years.

(d) Ballots and proxies relating thereto for all elections of the Board and for any other matters voted on by the Unit Owners shall be maintained for a period not less than 1 year.

(e) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not-For-Profit Corporation Act of 1986, as amended, shall be maintained.

(f) With respect to units owned by a land trust if a trustee designates, in writing, a person to cast votes on behalf of the Unit Owner, that designation shall remain in effect until a subsequent document is filed with the Association.



# UNOFFICIAL COPY

(g) A reasonable fee may be charged by the Association or its Board for the actual cost of copying.

(h) Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Unit Owner.

When a request for records is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

**6.05 Status of Collected Funds.** All funds collected hereunder shall be held and expended for the purpose designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit owners and for such adjustments as may be required to reflect delinquent or prepared assessments or user charges) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages forth in Exhibit "C".

**6.06 Other Charges.** The Board, acting pursuant to Section 15.01 hereof, may establish and each Unit Owner shall pay, user charges to defray the expense of providing services, facilities, or benefits which may not be used equally or proportionately by all of the Unit Owners or which, in the judgment of the Board, should not be charged to every Unit Owner. Such expense may include such services and facilities provided to Unit Owners which the Board determines should not be allocated among all of the Unit Owners in the same manner as the Common Expenses. Such user charges may be billed separately to each Unit Owner benefited thereby, or may be added to such Unit Owner's share of the Common Expenses, as otherwise determined, and collected as a part thereof. Nothing herein shall require the establishment of user charges pursuant to this Section 6.08 and the Board may elect to treat all or any portion thereof as Common Expenses.

**6.07 Non-Use and Abandonment.** No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or their Units.

## ARTICLE VII COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The occupancy and use of the Units and the Common Elements shall be subject to the following restrictions:

# UNOFFICIAL COPY

(a) Each Unit (or any two or more adjoining Units together) shall be used for residential purposes only. That part of the Common Elements separating any two or more adjoining Units which are owned by the same Unit Owner may be altered or removed to afford ingress and egress to and from adjoining Units; provided, however, that (i) such alteration or removal shall not impair or weaken the structural integrity of any Unit or any portion of the Common Elements; (ii) the Unit Owner shall furnish the Board not less than ten (10) days prior to the date the Unit Owner desires to commence such work all plans detailing the work to be done; (iii) the Board consents to the performance of such work and a Certificate of Insurance naming the Board as an additional insured for any liability; (iv) the expense of such alterations shall be paid in full by the Unit owner making such alterations; (v) such Unit Owner shall pay in full the expense of restoring such Common Elements to their former condition prior to such alterations in the event such Units cease to be used together; and (vi) upon written request of the Unit Owner, the new Unit may be granted the exclusive right to use, as a Limited Common Element, a portion of the Common Elements provided.

(b) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements (except in areas designated for such purpose, and except in areas which are Limited Common Elements serving exclusively the Unit of the Unit Owner obstructing same) without the prior consent of the Board or except as hereinafter expressly provided. Each Unit 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 serving the Unit which will increase the rate of insurance on Building or contents thereof without the prior written consent of the Board. No Unit owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance of the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Animals of a breed or variety commonly kept as household pets shall be allowed to be kept in a Unit by a Unit Owner so long as they are not kept or bred for any commercial purpose, are not allowed to run loose on the Property, are kept in strict accordance with such other rules and regulations relating to household pets as may be from time to time adopted or approved by the Board, and do not, in the judgment of the Board constitute a nuisance to others. Each Unit Owner and each Occupant shall be responsible for picking up after any animal kept in such Unit Owner's or Occupant's respective Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements.

# UNOFFICIAL COPY

(e) No noxious, unlawful or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit owners or Occupants or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

(f) 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. No Unit Owner shall overload the electric wiring in the Building, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior consent of the Board or the managing agent, acting in accord with the Board's direction. No Unit Owner shall overload the floors of any Unit. Waterbeds and other furnishings which may cause floor overloads shall not be placed, kept or used in any Unit except only in accordance with advance written Board approval.

(g) No Unit owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board which shall provide for notice to management company prior to any such installation and managing agent's approval of the method of installation prior to any such installation), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, dish or other receptive or transmitting device, or other equipment, fixtures or items of any kind, without, the prior written permission of the Board or the managing agent, acting in accord with the Board's direction.

(h) Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in any area constituting part of the Common Elements except for such articles as may be stored in the Storage Spaces.

(i) Each Unit Owner shall deposit with the Board duplicate keys for all locks relating to the entryway of the Unit.

(j) Hot water heaters must be installed in each Unit by a licensed and bonded contractor in accordance with rules and regulations adopted and approved by the Board.

(k) The Unit restrictions in Paragraph (a) of Section 7.01 shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal

# UNOFFICIAL COPY

business or professional records or accounts therein; (iii) handling his personal business or professional telephone calls or correspondence therefrom; (iv) maintaining a computer or other office equipment within the Unit; or (v) utilizing secretarial help and having occasional business visitors. Such uses are expressly declared customarily incident to the principal resident use and not in violation of Paragraph (a) of this Section 7.01. Notwithstanding the foregoing, no Unit Owner shall suffer or permit the regular or consistent entry of customers or clients.

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

## ARTICLE VIII DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF BUILDING

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

# UNOFFICIAL COPY

undertaken and the insurance proceeds and, if necessary, the Capital Reserve shall be applied by the Board or the payee of such insurance proceeds in payment therefor; provided, however, that in the event within one hundred eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property as hereinafter provided in Article IX hereof or to withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C". After first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

## 8.02 Insufficient Insurance.

(a) If the insurance proceeds and the Capital Reserves are insufficient to reconstruct the Building and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the Building within one-hundred eighty (180) days from the date of damage or destruction, then the provisions of the Act shall apply.

(b) In the case of damage or other destruction in which fewer than one-half (1/2) of the Units are rendered uninhabitable, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for the purpose, the Building or other portion of the Property shall be reconstructed. The meeting shall be held within thirty (30) days following the final adjustment of insurance claims, if any, otherwise, such meeting shall be held within ninety (90) days of the occurrence of the damage or other destruction. At such meeting the Board or its representatives, shall present to the members present, an estimate of the cost of repair or reconstruction, and the estimated amount of necessary assessments against each Unit Owner.

(c) In the case of damage or other destruction, upon the unanimous affirmative vote of the Unit Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from the Act. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any insurance or other proceeds available in connection with the withdrawal or

# UNOFFICIAL COPY

any portion of the Common Elements, not necessarily including the Limited Common Elements, shall be allocated on the basis of each Unit Owner's percentage interest therein. Any proceeds available from the withdrawal of any Limited Common Elements will be distributed in accordance with the interest of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease.

**8.03 Eminent Domain.** In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portions so taken from the provisions of the Act may be made by the Board. Upon the withdrawal of any Unit or portion thereof due to eminent domain, the percentage of the interest in the Common Elements appurtenant to such Unit or portion so withdrawn shall be reallocated among the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest appurtenant to that Unit shall be reduced accordingly, upon the basis of diminution in market value of the Unit, as determined by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Unit Owner shall be on an equitable basis, which need not be a Unit's percentage interest. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Elements, not necessarily including the Limited Common Elements shall be allocated on the basis of each Unit Owner's percentage interest therein. Proceeds available from the withdrawal of any Limited Common Element will be distributed in accordance with the interests of those entitled to their use. Upon the withdrawal of any Unit or portion thereof, the responsibility for the payment of assessments on such Unit or portion thereof by the Unit Owner shall cease. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Elements or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association among all Unit owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit "C", after first paying from the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

**8.04 Repair, Restoration or Reconstruction of the Improvements.** As used in this Article, "repair, restoration or reconstruction" of improvements means restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Common Element having the same vertical and horizontal boundaries as before, unless, if allowed by the Act, other action is approved by holders of first mortgages on Units which have more than fifty percent (50%) of the votes in the Association. Any repair, restoration or reconstruction shall be in accordance with law, this Declaration and the Act.

# UNOFFICIAL COPY

## ARTICLE IX SALE OF PROPERTY

At a meeting duly called, for such purpose and attended by all Unit Owners, the Unit Owners by affirmative vote of one hundred percent (100%) of the Unit Owners, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any Unit entitled to notice under Section 15.02 of this Declaration. Such action shall be binding upon all Unit Owners and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form as may be necessary to effect such sale.

## ARTICLE X REMEDIES

**10.01 Violations.** Upon the occurrence of any one or more of the following events, the Board shall have the rights and remedies set forth in Section 10.02 of this Declaration.

(a) Failure by a Unit Owner to pay when due any sums required to be paid by such Unit owner pursuant to Section 4.05, 4.06 and 4.08(b), Article Vi, or other provisions of this Declaration, for thirty (30) days after written notice of such nonpayment shall have been given such Unit Owner.

(b) Violation or breach by a Unit Owner, his tenant, invitee or guest of any provision, covenant or restriction of the Act, Declaration, the By-laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board, and continuation of such violation or breach for thirty (30) days after written notice thereof shall have been given such Unit Owner.

**10.02 Remedies.** Upon the occurrence of any one or more of the events described in Section 10.01, the Board shall have the following rights and remedies:

(a) The Board shall have the right to immediate possession of the defaulting Unit Owner's Unit after service by the Board on such Unit owner, in the manner set forth in Section 15.03 hereof, of a notice to quit and deliver up possession which right may be enforced by an action for possession under "An Act in Regard to Forcible Entry and Detainer" approved February 16, 1874, as amended.

# UNOFFICIAL COPY

(b) For a violation or breach described in Section 10.01(b) hereof, the Board shall have the right: (i) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove or do whatever else may be necessary to correct at the expense of the defaulting Unit Owner, any such violation or breach or the cause of such violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner or trespass; or (ii) to enjoin, abate, or remedy by a proceeding at law or in equity the continuance of any such violation or breach.

(c) Upon the occurrence of one of the events described in Section 10.1(a) hereof, including without limitation, failure by a Unit Owner to pay his percentage share of Common Expenses or user charges, the Board shall have a lien on the interest of the defaulting Unit Owner in his Unit Ownership in the amount of any sums due from such Unit owner, provided, however, that such lien shall be subordinate to the lien of a prior lien provided for in this Section 10.02(c) 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 described in this Section 10.02(c) for any sums 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 sums with respect to which a lien against this Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Unit owners pursuant to a subsequently adopted annual revised or special assessment, and non-payment thereof by such transferee shall result in a lien against the transferee's Unit Ownership as provided in this Section 10.02(c).

(d) Following the thirty (30) day notice in Section 10.01(b), the Board shall have the power to terminate the right of said defaulting Unit owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit and thereupon an action may be filed by the Board against the defaulting Unit Owner for a decree declaring the termination of the defaulting Unit Owners' right to occupy, use or control the Unit owned by him and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold at a judicial sale, upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the defaulting Unit owner from reacquiring his interest in the Unit Ownership at such judicial sale. It shall be a condition of any such sale, and the decree shall so provide that purchaser shall take the interest in the Unit Ownership sold subject to this Declaration. The proceed of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other sums due hereunder or any 'Liens shall be paid to



# UNOFFICIAL COPY

the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser at such sale shall be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for an order for possession for the purpose of acquiring such possession.

(e) In addition to or in conjunction with the remedies set forth above, the Board or its agents shall have the right to bring an action at law or in equity against the Unit Owner or occupant of the Unit as permitted by law including, without limitation, an action (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 and for a possession order, (iv) for any combination of the remedies set forth in this Article and (v) for any other relief which the Board or court may deem necessary or appropriate. Any and all rights and remedies provided for in the Act, this Declaration, the By-Laws, contractual obligation to the Board or Association undertaken by such Unit Owner, or rules and regulations promulgated by the Board 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 exercise any such rights or remedies 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.

(f) Upon the occurrence of one of the events described in Section 10.01(a), the Board may accelerate the maturity of the remainder of installments of Common Expenses dues from such defaulting Unit Owner for the balance of the assessment year.

(g) All expenses incurred by the Board in connection with any actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation court costs, reasonable attorneys' fees and all other fees and expenses, and all damages, together with interest thereon at the rate of eighteen percent (18%), or such lesser rate charged by law if such 18% be held to be in excess of the maximum legal rate allowable by law, per annum shall be charged to and assessed against the defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Unit or located elsewhere on the Property.

**10.03 Enforcement by Unit Owners.** Any aggrieved Unit Owner may enforce the provisions of this Declaration, the Bylaws, or any rules and regulations promulgated by the Board by an action at law or in equity against the defaulting Unit Owner (or occupant of his Unit) upon a violation or breach described in Section 10.01(b) hereof against any person or persons either to restrain such violation or breach or to recover damages.

# UNOFFICIAL COPY

## ARTICLE XI MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering a Unit Ownership ("First Mortgagee") and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on a Unit ("Insurer or Guarantor") and the Unit number, the Association shall furnish each Mortgagee, Insurer or Guarantor a written notice of any Unit owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of a Unit, as well as any other holder of a prior recorded mortgage on a Unit, who comes into possession of the said Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Unit which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first except for any sums which are reallocated among the Unit Owners pursuant to the sentence of Section 10.02(c) hereof.

(b) Upon request in writing, each First Mortgagee, insurer or Guarantor shall have the right:

(i) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(ii) to receive without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Unit Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, 51% or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at their expense;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

# UNOFFICIAL COPY

(iv) to receive written notice of any decision by the Unit owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;

(v) to receive written notice of any lapse, cancellation or modification of any insurance policy or Fidelity bond maintained by the Association; and

(vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or Articles of Incorporation of the Association or any similar instrument pertaining to the Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution or Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Unit, and/or the Common Elements, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Units affected shall be entitled, upon specified written request, to the timely written notice of any such loss.

(d) Unless the First Mortgagees of all of the Units which are a part of the Property have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to:

(i) by act or omission seek to abandon or terminate the condominium regime, except for abandonment by the Act in case of substantial loss to or condemnation of the Units and/or the Common Elements.

(ii) change the pro rata interest or obligations of any Unit Owner for (i) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and (ii) determining the pro rata share of ownership of each Unit Owner in the Common Elements, except as provided in Sections 8.02 and 8.03;

(iii) use hazard insurance proceeds for losses to any Property (whether to Units or to Common Elements) for other than the repair, replacement, or construction of such improvements, except as provided by the Act in case of substantial loss to the Units and/or the Common Elements.

(e) Unless the First Mortgagees of the individual Units representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval, neither the Association nor the Unit Owners shall be entitled to do or permit to be done any of the following:

# UNOFFICIAL COPY

(i) Adoption of an amendment to this Declaration which (aa) charges section 10.02(c); (bb) changes Article XI or any other provision of this Declaration which specifically grants rights to First Mortgagees; (cc) materially changes insurance and fidelity bond requirements (unless fidelity bonds are not required by the Act); or (dd) deletes a right of an Owner to sell, transfer or otherwise convey his Unit ownership or changes the provisions concerning the leasing of Units;

(ii) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Property and except for the encumbrance, sale or transfer of the percentage of ownership in the Common Elements in connection with the encumbrance, sale or transfer of a Unit ownership;

(iii) The sale of the Property;

(iv) The removal of all or portion of the Property from the provisions of the Act and this Declaration; or

(f) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00) or if damage shall occur to a Unit in excess of One Thousand Dollars (\$1,000.00) notice of such event shall also be given.

(g) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemnation authority, then the First Mortgagee, Insurer or Guarantor of said Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the owner of a Unit or other party to Priority over such First Mortgagee with respect to the distribution to such Unit of the proceeds of any award or settlement.

(h) Whenever required, the consent of a First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the first Mortgagee within thirty (30) days after making the request for consent.

## ARTICLE XII INTENTIONALLY LEFT BLANK

# UNOFFICIAL COPY

## ARTICLE XIII RESTRICTIONS ON ALIENATION

**13.01 Right of First Refusal.** No right of first refusal exists in this Declaration.

**13.02 Default on Payment of Unit Mortgage Payments.** In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Association 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, which lien may be perfected and foreclosed in the manner provided in Section 9 of the Act with respect to liens for failure to pay a share of the Common Expenses.

**13.03 Limits on Lease Terms.** No Unit shall be leased by a Unit Owner for hotel or transient purposes or terms less than six (6) months (except, however, for Unit Owners who are absent on an annual basis, for more than two (2) consecutive months) and no portion of a Unit which is less than the entire Unit shall be leased. Each lease of any one or more Units shall be in writing and within 10 days after execution, a copy of every such lease shall be furnished to the Board. The provisions of the Act, the Declaration, By-Laws, rules and regulations of the Association that relate to the use of the Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in each lease. The failure of a lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association. In addition to any other remedies, by filing an action jointly against a lessee and a Unit Owner, the Association may seek to enjoin a lessee from occupying a Unit or seek to evict a lessee under the provisions of Article IX of the Code of Civil Procedure for failure of the lessor-owner to comply with the leasing requirements prescribed by the Act or the Declaration, By-Laws, rules or regulations. The Board may also proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure for any other breach by tenant of any covenants, rules, regulations or bylaws. The Unit owner making such lease shall not be relieved thereby from any of said obligations.

### **13.04 Miscellaneous.**

(a) A transfer or lease of a Unit or interest therein, by or to the Board, shall not be subjected to the provisions of this Article XIII.

(b) Upon the written request of any prospective transferor, purchaser, tenant or mortgagee of a Unit, the Board, by its Secretary, shall issue a written and acknowledged certificate evidencing:

# UNOFFICIAL COPY

(i) that the provisions of this Article 13 have been complied with or duly waived by the Board;

(ii) that any lease is, by the terms' hereof, not subject to the provisions of this Article 13, if such is the fact; and such a certificate shall be conclusive evidence of the facts contained therein.

(c) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of the Article Xlii, for the purpose of implementing and effectuating said provisions.

**13.05 Transfer by Operation of Law.** The terms of this Article XIII shall not be applicable to the leasing of a Unit by the holder of a mortgage or trust deed who has acquired title to such Unit by deed in lieu of foreclosure or foreclosure of mortgage or trust deed on the Property, or any Unit, or by any other remedy set forth in the mortgage or trust deed.

## ARTICLE XIV GENERAL PROVISIONS

### 14.01 INTENTIONALLY LEFT BLANK

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

**14.03 Manner of Giving Notices.** Notices provided for in this Declaration and in the Act shall be in writing and shall be addressed to the Board or Association, or any Unit Owner, as the case may be, at the Unit address of any member of the Board or any Unit Owner, as the case may be, or at such other address as herein provided. Any Unit Owner may designate a different address or addresses for notices to him by giving written notice of his change of address to the Board or Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox at such address as he may have designated pursuant hereto or, if he has not so designated, in the Building or at the door of his Unit in the Building.

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

# UNOFFICIAL COPY

**14.05 Conveyance and Leases.** Each grantee of the Declarant and each subsequent grantee by the acceptance of a deed of conveyance, and each purchaser under Article of Agreement for Deed and each tenant under a lease for a Unit, 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 an interest or estate in the property, and shall inure to the benefit of such Unit Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

**14.06 No Waivers.** 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.

**14.07 Change, Modification or Rescission.** The provisions of Article XI and Sections 10.02, 14.13 and the following provisions of Section 14.08 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 President or a Secretary of the Board, and by all the Unit Owners and all mortgagees having bona fide liens of record against all of the Unit Ownerships. Other provisions of this Declaration may be changed, modified or rescinded as provided in Section 14.13 or by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the President or a Secretary of the Board and approved by the Unit owners having in the aggregate, at least sixty-seven (67%) percent of the total vote at a meeting called for that purpose provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders of first mortgages of record may be amended only with the written consent of all such holders of first mortgages. 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 such change, modification or rescission shall change the boundaries of any Unit, the allocation of percentages of ownership in the Common Elements and votes in the Association, quorum and voting requirements for action by the Association, or liability for Common Expenses assessed against any Unit, except to the extent authorized by other provisions of this Declaration or by the Act.

# UNOFFICIAL COPY

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

**14.09 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 provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of William Clinton, President of the United States.

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

**14.11 Ownership by Land Trustee.** In the event title to any Unit Ownership is conveyed to a land title holding trust, under the terms of which all powers, management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligation, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such 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 of such Unit Ownership.



# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned hereby approve and cause this Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for the Parkside Square Condominium Association to be executed this 23 day of JUNE, 2009.

Jeanne Blendez  
Deborah Fuller

Mark J. Schulz

Julie Reitzel

Ben J. Smith

Randall [Signature]

Being a majority of the members of the Board of Directors of the Parkside Square Condominium Association

ATTEST:

x Betty Gubins  
Secretary

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## EXHIBIT A LEGAL DESCRIPTION

The West 208.50 Feet (As Measured On The North And South Lines Thereof) Of Lot 2 In Second Addition To Szczesny's Cumberland Subdivision Of The East Half Of The South Half Of The North Half Of The North East Quarter Of The North West Quarter Of Section 11, Township 40 North, Range 12, East Of The Third Principal Meridian (Except The West 33.0 Feet Thereof, Also Except The North 33.0 Feet Thereof, Also Except The East 185.0 Feet Thereof, Also Except The South 33.0 Feet Thereof) In Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
1	12-11-122-012-1001	8454 W CATALPA AVE #1 CHICAGO, IL 60656
2	12-11-122-012-1002	8454 W CATALPA AVE #2 CHICAGO, IL 60656
3	12-11-122-012-1003	8454 W CATALPA AVE #3 CHICAGO, IL 60656
4	12-11-122-012-1004	8454 W CATALPA AVE #4 CHICAGO, IL 60656
5	12-11-122-012-1005	8454 W CATALPA AVE #5 CHICAGO, IL 60656
6	12-11-122-012-1006	8454 W CATALPA AVE #6 CHICAGO, IL 60656
7	12-11-122-012-1007	8454 W CATALPA AVE #7 CHICAGO, IL 60656
8	12-11-122-012-1008	8454 W CATALPA AVE #8 CHICAGO, IL 60656
9	12-11-122-012-1009	8454 W CATALPA AVE #9 CHICAGO, IL 60656
10	12-11-122-012-1010	8454 W CATALPA AVE #10 CHICAGO, IL 60656
11	12-11-122-012-1011	8454 W CATALPA AVE #11 CHICAGO, IL 60656
12	12-11-122-012-1012	8454 W CATALPA AVE #12 CHICAGO, IL 60656
13	12-11-122-012-1013	5501 N CHESTER AVE #13 CHICAGO, IL 60656
14	12-11-122-012-1014	5501 N CHESTER AVE #14 CHICAGO, IL 60656
15	12-11-122-012-1015	5501 N CHESTER AVE #15 CHICAGO, IL 60656
16	12-11-122-012-1016	5501 N CHESTER AVE #16 CHICAGO, IL 60656
17	12-11-122-012-1017	5501 N CHESTER AVE #17 CHICAGO, IL 60656
18	12-11-122-012-1018	5501 N CHESTER AVE #18 CHICAGO, IL 60656
19	12-11-122-012-1019	5501 N CHESTER AVE #19 CHICAGO, IL 60656
20	12-11-122-012-1020	5501 N CHESTER AVE #20 CHICAGO, IL 60656
21	12-11-122-012-1021	5501 N CHESTER AVE #21 CHICAGO, IL 60656
22	12-11-122-012-1022	5501 N CHESTER AVE #22 CHICAGO, IL 60656
23	12-11-122-012-1023	5501 N CHESTER AVE #23 CHICAGO, IL 60656
24	12-11-122-012-1024	5501 N CHESTER AVE #24 CHICAGO, IL 60656
25	12-11-122-012-1025	5511 N CHESTER AVE #25 CHICAGO, IL 60656
26	12-11-122-012-1026	5511 N CHESTER AVE #26 CHICAGO, IL 60656
27	12-11-122-012-1027	5511 N CHESTER AVE #27 CHICAGO, IL 60656
28	12-11-122-012-1028	5511 N CHESTER AVE #28 CHICAGO, IL 60656
29	12-11-122-012-1029	5511 N CHESTER AVE #29 CHICAGO, IL 60656
30	12-11-122-012-1030	5511 N CHESTER AVE #30 CHICAGO, IL 60656
31	12-11-122-012-1031	5511 N CHESTER AVE #31 CHICAGO, IL 60656
32	12-11-122-012-1032	5511 N CHESTER AVE #32 CHICAGO, IL 60656

# UNOFFICIAL COPY

Unit	Pin	Commonly known as (for informational purposes only)
33	12-11-122-012-1033	5511 N CHESTER AVE #33 CHICAGO, IL 60656
34	12-11-122-012-1034	5511 N CHESTER AVE #34 CHICAGO, IL 60656
35	12-11-122-012-1035	5511 N CHESTER AVE #35 CHICAGO, IL 60656
36	12-11-122-012-1036	5511 N CHESTER AVE #36 CHICAGO, IL 60656
37	12-11-122-012-1037	5525 N CHESTER AVE #37 CHICAGO, IL 60656
38	12-11-122-012-1038	5525 N CHESTER AVE #38 CHICAGO, IL 60656
39	12-11-122-012-1039	5525 N CHESTER AVE #39 CHICAGO, IL 60656
40	12-11-122-012-1040	5525 N CHESTER AVE #40 CHICAGO, IL 60656
41	12-11-122-012-1041	5525 N CHESTER AVE #41 CHICAGO, IL 60656
42	12-11-122-012-1042	5525 N CHESTER AVE #42 CHICAGO, IL 60656
43	12-11-122-012-1043	5525 N CHESTER AVE #43 CHICAGO, IL 60656
44	12-11-122-012-1044	5525 N CHESTER AVE #44 CHICAGO, IL 60656
45	12-11-122-012-1045	5525 N CHESTER AVE #45 CHICAGO, IL 60656
46	12-11-122-012-1046	5525 N CHESTER AVE #46 CHICAGO, IL 60656
47	12-11-122-012-1047	5525 N CHESTER AVE #47 CHICAGO, IL 60656
48	12-11-122-012-1048	5525 N CHESTER AVE #48 CHICAGO, IL 60656
49	12-11-122-012-1049	8453 W GREGORY ST #49 CHICAGO, IL 60656
50	12-11-122-012-1050	8453 W GREGORY ST #50 CHICAGO, IL 60656
51	12-11-122-012-1051	8453 W GREGORY ST #51 CHICAGO, IL 60656
52	12-11-122-012-1052	8453 W GREGORY ST #52 CHICAGO, IL 60656
53	12-11-122-012-1053	8453 W GREGORY ST #53 CHICAGO, IL 60656
54	12-11-122-012-1054	8453 W GREGORY ST #54 CHICAGO, IL 60656
55	12-11-122-012-1055	8453 W GREGORY ST #55 CHICAGO, IL 60656
56	12-11-122-012-1056	8453 W GREGORY ST #56 CHICAGO, IL 60656
57	12-11-122-012-1057	8453 W GREGORY ST #57 CHICAGO, IL 60656
58	12-11-122-012-1058	8453 W GREGORY ST #58 CHICAGO, IL 60656
59	12-11-122-012-1059	8453 W GREGORY ST #59 CHICAGO, IL 60656
60	12-11-122-012-1060	8453 W GREGORY ST #60 CHICAGO, IL 60656

# UNOFFICIAL COPY

## EXHIBIT B PERCENTAGE INTEREST IN COMMON ELEMENTS OF PARKSIDE SQUARE CONDOMINIUM ASSOCIATION

### UNIT NO.      PERCENTAGE INTEREST

1	1.25
2	1.33
3	1.68
4	1.80
5	1.84
6	1.89
7	1.86
8	1.87
9	1.81
10	1.89
11	1.86
12	1.89
13	1.23
14	1.78
15	1.85
16	1.27
17	1.31
18	1.85
19	2.05
20	1.28
21	1.87
22	1.89
23	1.68
24	1.28
25	1.23
26	1.27
27	1.28
28	1.31
29	1.25
30	1.28
31	1.81
32	1.87
33	1.27
34	1.28
35	1.81
36	1.87
37	1.28
38	1.32

# UNOFFICIAL COPY

**UNIT NO.      PERCENTAGE INTEREST**

39	1.80
40	1.74
41	1.81
42	1.88
43	1.85
44	1.80
45	1.87
46	1.88
47	1.85
48	1.80
49	1.70
50	1.76
51	1.27
52	1.28
53	1.87
54	1.86
55	1.82
56	1.81
57	1.88
58	1.87
59	1.84
60	1.82
<b>TOTAL:</b>	<b>100.00%</b>

Property of Cook County Clerk's Office