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**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OWNERSHIP AND OF BY-LAWS,
EASEMENTS, RESTRICTIONS AND
COVENANTS FOR THE CICERO
CROSSING CONDOMINIUM
ASSOCIATION**

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

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
I. DEFINITIONS	
(a) Act	2
(b) Amended and Restated Declaration	2
(c) Original Declaration	2
(d) Parcel	2
(e) Property	2
(f) Unit	2
(g) Common Elements	2
(h) Person	2
(i) Unit Owner	2
(j) Majority or Majority of the Unit Owners	2
(k) Plat or Original Plat	2
(l) Record	3
(m) Condominium Instruments	3
(n) Common Expenses	3
(o) Reserves	3
(p) Unit Owners' Association	3
(q) Purchaser	3
(r) Limited Common Elements	3
(s) Building	3
(t) Occupant	3
(u) Voting Member	3
II. UNITS	
1. Description	4
2. Certain Structures Not Constituting Part of a Unit	4
III. COMMON ELEMENTS	
1. Description	4
2. Ownership of Common Elements	5
3. Owners' Rights to Use the Common Elements	5
4. Lease of Common Elements	6
IV. GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS	
1. Submission of Property to Provisions of Act	6
2. No Severance of Ownership	6
3. Encroachments and Utility Easements	7
4. Easements and Rights to Run with Land	7

UNOFFICIAL COPY

5.	Parking Apron, Building Roof Deck, Garage Roof Deck and Balcony Limited Common Elements (if any)	7
6.	Board's Right of Entry	9
7.	Separate Mortgages	9
8.	Mechanic's Liens	9
V.	COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES	
1.	Common Expenses	9
2.	Separate Mortgages	10
3.	Separate Real Estate Taxes	10
VI.	INSURANCE	
1.	Insurance	10
	(a) Property Insurance	10
	(b) General Liability Insurance	11
	(c) Fidelity Bond; Directors and Officers Coverage	11
	(d) Contiguous Units; Improvements and Betterments	11
	(e) Deductibles	11
	(f) Other Coverage	12
	(g) Insured Parties; Waiver of Subrogation	12
	(h) Primary Insurance	12
	(i) Adjustment of Losses; Distribution of Proceeds	12
	(j) Certificates of Insurance	12
	(k) Settlement of Claims	13
2.	Other Insurance	13
3.	Owner's Responsibility	14
4.	Waiver of Subrogation	14
5.	Repair or Reconstruction	14
6.	Appraisal	16
7.	Waiver	16
8.	Notice	16
VII.	ADMINISTRATION AND OPERATION	
1.	Administration	16
2.	Duties and Powers of the Association	17
3.	Indemnity	17
4.	Board's Determination Binding	17
VIII.	MAINTENANCE, ALTERATIONS, DECORATING	
1.	Maintenance, Repairs and Replacements	17
2.	Alterations, Additions or Improvements	18
3.	Decorating	19
IX.	SALE, LEASE OR OTHER ALIENATION	
1.	Sale or Lease	19
2.	Gift	19

UNOFFICIAL COPY

3.	Devise.....	20
4.	Involuntary Sale.....	21
5.	Consent of Voting Members.....	21
6.	Release or Waiver of Option.....	22
7.	Proof of Termination of Option.....	22
8.	Financing of Purchase Under Option.....	22
9.	Title to Acquired Interest.....	22
10.	Exceptions to Board's Right of First Refusal.....	22
11.	Miscellaneous.....	23
X.	DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING	
1.	Sufficient Insurance.....	23
2.	(a) Insufficient Insurance.....	24
	(b) Insufficient Insurance.....	24
XI.	EMINENT DOMAIN	
1.	Reallocation of Common Elements and Condemnation Award.....	25
2.	Cessation of Common Expenses.....	25
XII.	SALE OF THE PROPERTY	25
XIII.	BYLAWS	26
XIV.	MEMBERS (UNIT OWNERS)	
1.	Eligibility.....	26
2.	Voting Rights.....	26
3.	Meetings.....	27
4.	Annual Meetings.....	27
5.	Special Meetings.....	27
6.	Notices of Meetings.....	28
7.	Miscellaneous.....	28
XV.	BOARD OF MANAGERS	
1.	Board of Managers (Board of Directors).....	28
2.	Election.....	28
3.	Officers.....	29
4.	Removal.....	29
5.	Meetings.....	30
6.	Open Meetings.....	30
7.	Special Meetings.....	30
8.	Quorum.....	30
9.	Compensation/Reimbursement for Expenses.....	31
10.	Removal or Resignation of Director.....	31
11.	Vacancies.....	31
12.	General Powers of the Board.....	31

UNOFFICIAL COPY

13.	Availability of Records	36
XVI.	BUDGET AND ASSESSMENTS	
1.	Estimated Annual Budget and Assessments	38
2.	(a) Reserves and Adjustments.....	39
	(b) Reserves and Adjustments.....	39
3.	Annual Report.....	40
4.	Failure to Prepare Estimates	40
5.	Books and Records	40
6.	Use of Funds	40
7.	Insurance	40
8.	Assessments	40
9.	Nonuse	41
10.	Condominium Association's Lien Subordinated to Mortgages.....	41
11.	Statement of Account	42
12.	Failure to Prepare Estimates	42
XVII.	COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY	
1.	General Use.....	42
2.	Obstruction of Common Elements and Unit Maintenance	43
3.	Prohibited Use	43
4.	Unit Owner Insurance	43
5.	Exterior Attachments	43
6.	Window Treatment.....	43
7.	Pets	43
8.	Nuisances	44
9.	Unsightliness	44
10.	Personal Effects.....	44
11.	Commercial Activities	44
12.	For Sale and For Rent Signs	44
13.	Common Elements	44
14.	Exceptions	44
15.	Satellite Dishes	44
16.	Disabilities	45
17.	Flags.....	45
XVIII.	REMEDIES FOR BREACH OF COVENANTS	
1.	Abatement and Enjoinment	46
2.	Involuntary Sale	46
XIX.	RIGHTS OF DEVELOPER'S CONSTRUCTION LENDER AND FIRST MORTGAGEES	
1.	First Mortgagees Approval.....	47
	(a) Amendments	47

UNOFFICIAL COPY

(b)	Abandonment or Termination of Condominium	48
(c)	Partition or Subdivision	48
(d)	Common Elements	48
(e)	Insurance Proceeds	48
(f)	Litigation	48
2.	First Mortgagee Rights	48
(a)	Budget and Assessments	48
(b)	Financial Statements	48
(c)	Notices	49
(d)	Amendments	49
(e)	Damages	49
(f)	Condemnation	49
(g)	Default	49
(h)	Books and Records	49
(i)	Management	49
(j)	Delinquency	49
(k)	Insurance	49
(l)	Action	49
XXI.	GENERAL PROVISIONS	
1.	Notice to Mortgagees	50
2.	Notices to Board, Association and Unit Owners	50
3.	Notice to Decedent	50
4.	Binding Effect	50
5.	Waiver	51
6.	Amendment	51
7.	Invalidity	51
8.	Perpetuities and Restraints	52
9.	Liens	52
10.	Release of Claims	52
11.	Construction	53
12.	Voting by Units	53
13.	Resale Procedures	53
14.	Headings	54
15.	Land Trust Unit Owners' Exculpation	54

Exhibit A – Legal Description

Exhibit B – Percentage Interest in Common Elements

Exhibit C – Assignment of Parking Spaces

Exhibit D – Certification as to Board Approval.

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

WHEREAS, the Cicero Crossing Condominium Association was created upon the recording of the Original Declaration, which document was recorded on July 2, 2007 as Document No. 0718322125 with the Cook County Recorder of Deeds, as amended from time to time.

WHEREAS, the above-described Parcel together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, have been submitted to the provisions of the Condominium Property Act of the State of Illinois, and

WHEREAS, the Association has been established for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold same subject to certain rights, easements and privileges in, over and upon said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

WHEREAS, this Amended and Restated Declaration is made this 24th day of September, 2009 by the Board of Directors of the Association pursuant to its power under 765 ILCS 605/27(b), more commonly referred to as Section 27(b) of the Illinois Condominium Property Act, which provides that the Board may correct errors and omissions and update the Declaration to bring it into compliance with current law by a vote of two-thirds (2/3) of its Board Members.

NOW, THEREFORE, the Association and its Owners, DECLARE as follows:

ARTICLE I

DEFINITIONS

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

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- (a) "Act" means the "Condominium Property Act", as amended from time to time, of the State of Illinois; as amended from time to time.
- (b) "Amended and Restated Declaration" means this Amended and Restated Declaration by which the Property is and has been submitted to the provisions of the Act, as hereinafter provided, and such Declaration as from time to time may be amended.
- (c) "Original Declaration" means the Declaration first recorded with the Cook County Recorder of Deeds against the Property as Document No. 0718322125 on July 2, 2007, as amended.
- (d) "Parcel" means the lot or lots, tract or tracts of land, described in the Declaration, submitted to the provisions of the Act.
- (e) "Property" means all the land, 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, submitted to the provisions of the Act.
- (f) "Unit" means a part of the Property designed and intended for any type of independent use and which is designated on the plat as a unit.
- (g) "Common Elements" means all portions of the Property except the units, including Limited Common Elements unless otherwise specified.
- (h) "Person" means a natural individual, corporation, partnership, Trustee or other legal entity capable of holding title to real property.
- (i) "Unit Owner" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a unit.
- (j) "Majority" or "Majority of the Unit Owners" means the owners of more than 50% in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership. "Majority of the Members of the Board of Managers" means more than 50% of the total number of persons constituting such Board pursuant to the Bylaws. Any specified percentage of the Members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the Bylaws.
- (k) "Plat or Original Plat" means the plat or plats of survey attached to the Original Declaration, as such exhibit may have been amended or

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supplemented from time to time, which set forth the measurements, elevations, and locations of the Condominium Property, the location of the planes which constitute the perimeter boundaries of each Unit, a distinguishing number or other symbol to identify each Unit and such other data as may be required by the Act or this Declaration. The Plat is incorporated herein by reference only.

- (l) "Record" means to record in the Office of the Recorder or, whenever required, to file in the Recorder of Deeds of Cook County, Illinois.
- (m) "Condominium Instruments" means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, Bylaws and Plat.
- (n) "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Board of Managers or the Unit Owner's Association.
- (o) "Reserves" means those sums paid by Unit Owners which are separately maintained by the Board of Managers for purposes specified by the Board of Managers or the Condominium Instruments.
- (p) "Unit Owners' Association" means the Association of all Unit Owners, acting pursuant to Bylaws through its duly elected Board of Managers.
- (q) "Purchaser" means any person or persons, other than the Developer, who purchases a unit in a bona fide transaction for value.
- (r) "Limited Common Elements" means a portion of the common elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including, but not limited to, balconies, terraces, patios, storage areas and parking spaces or facilities, all if any.
- (s) "Building" means all structures, attached or unattached, containing one or more units.
- (t) "Occupant" means a person or persons, other than a Unit Owner, in possession of one or more units.
- (u) "Voting Member" means the person entitled to exercise all voting power in respect to each unit ownership.

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ARTICLE II

UNITS

1. **Description.** All units located on the Property are delineated on the Original Plat and made a part of the Declaration, and are legally described as follows:

UNITS 1-N, 1-S, 2-N, 2-S, 3-N, 3-S, P-1, P-2, P-3, P-4, P-5 and P-6 IN THE CICERO CROSSING CONDOMINIUMS AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY:

LOTS 6, 7 AND THE NORTH 5 FEET OF LOT 8 IN BLOCK 2 IN DICKINSON'S SUBDIVISION OF THAT PART OF THE NORTH ½ OF THE SOUTHWEST ¼ OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S LANDS (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY), IN COOK COUNTY, ILLINOIS.

Commonly known as: 4325 N. CICERO, CHICAGO, IL 60641

It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth and identified as a unit in the delineation thereof in the Original Plat. The legal description of each unit shall consist of the identifying number or symbol of such unit followed by the legal description of the Property, as shown on Exhibit "A" of the Original Declaration. Except as provided by the Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause the unit to be separated into any tracts or parcels different from the whole unit as shown on the Original Plat.

2. **Certain Structures Not Constituting Part of a Unit.** No structural components of the building, and no pipes, wires, conduits, public utility lines, ducts, flues and shafts, situated within a unit and forming a part of any system serving one or more other units, nor the common elements, shall be deemed part of said unit.

ARTICLE III

COMMON ELEMENTS

1. **Description.** Except as otherwise in this Declaration provided, the common elements shall consist of all portions of the Property except the units. Without limiting the generality of the foregoing, the common elements shall include the land, outside walks and driveways, landscaping, storage areas, parking spaces, elevators, stairways, entrances and exits, halls, lobby, corridors,

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basement, roof, structural parts of the building, component parts of walls, floors, ceilings, pipes, ducts, flues, shafts, and public utility lines serving the common elements of more than one unit.

2. **Ownership of Common Elements.** Each Unit Owner shall own an undivided interest in the common elements as a tenant in common with all the other Unit Owners of the Property, and, except as otherwise limited in the Declaration, shall have the right to use the common elements for all purposes incidental to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and, once determined, shall remain constant and may not be changed without unanimous approval of all Unit Owners, unless hereafter changed by a recorded amendment to this Declaration consented to in writing by all Unit Owners.

3. **Owners' Rights to Use the Common Elements.**

(a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required for ingress and egress to and from his respective Unit, and for such other purposes not prohibited hereunder.

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

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

(d) The use of Limited Common Elements may be transferred between Unit owners at their expense, provided that the Transfer may be made only in accordance with the Condominium Instruments and the provisions of the Declaration, and the Act executed by all Unit owners who are parties to the transfer and consented to by all other Unit owners who have any right to use any Limited Common Elements affected. The Amendment shall contain a certificate showing that a copy of the Amendment has been delivered to the Board of Managers. The Amendment shall contain a statement from the parties involved in

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the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of their respective shares, the Board shall decide such reapportionment. No transfer shall become effective until the Amendment has been recorded.

Rights and obligations in respect to any Limited Common Element shall not be affected, nor shall any transfer of it be effective, unless a transaction is in compliance with the requirements of this Section.

(e) The rights described in this Article in and to the Common Elements (and the Limited Common Elements) shall extend to the Unit Owners and members of their immediate families and authorized Occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Unit Owners, subject to reasonable rules and regulations of the Board with respect thereto.

(f) 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 thereto, whether or not due to negligence.

4. **Lease of Common Elements.** The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, to lease or grant licenses or concessions with regard to parts of the Common Elements (other than Limited Common Elements). The rental, fees and terms of any such lease, license or concession shall be determined by the Board and any and all proceeds therefrom shall be used to pay the Common Expenses and shall be taken into account in the preparation of the annual budget.

ARTICLE IV

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

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

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

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3. **Encroachments and Utility Easements.** If any portion of the common elements encroaches upon any unit, or if any unit encroaches upon any portion of the common elements or any other unit as a result of the construction, repair, reconstruction settlement or shifting of any building, a valid mutual easement shall exist in favor of the owners of the common elements and the respective Unit Owners involved to the extent of the encroachment. A valid easement shall not exist in favor of any Unit Owner who creates an encroachment by his intentional, willful or negligent conduct of that of his agent.

The Ameritech Company, People's Energy, Com Ed Company, City of Chicago, and all other public utilities serving the Property, and any person providing cable television or other communication services to any Unit Owner or to the Property, are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment related to their service to the Property, into and through the common elements and the units, where reasonably necessary for the purpose of providing utility services to the Property.

4. **Easements and Rights to Run with Land.** All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, and its successors and assigns, any Unit Owner, purchaser, mortgagee, and 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 the respective grantees, mortgagees and trustees of such unit ownership as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

5. **Parking Apron, Building Roof Deck, Garage Roof Deck and Balcony Limited Common Elements (if any).** Each deed, lease, mortgage or other instrument affecting a unit that has been allocated a Parking Apron, Building Roof Deck, Garage Roof Deck or Balcony Limited Common Element (if any) (hereinafter referred to as the "Space") shall include the perpetual and exclusive use of the specific Space so allocated to such unit and/or appurtenant thereto. Any such deed, lease, mortgage or other instrument purporting to affect a unit without also including a reference to such specific Space, if any, allocated to the unit and/or appurtenant thereto shall be deemed and taken to include the said Space, if any, and the perpetual and exclusive use thereof even though not expressly mentioned or described therein. No one other than the Unit Owner or an Occupant shall have any interest in and to such allocated Space, if any, for any purpose, unless permission in writing is given by the Association and the Unit Owner having the perpetual and exclusive use of such Space, if any. All

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such Spaces, if any, shall be subject to such reasonable rules and regulations as may be established by the Association.

The Building Roof Deck, Garage Roof Deck and Balcony limited common elements, if any, may be assigned to the Units by Deed. The Parking Spaces allocated to each unit have been conveyed by Deed as summarized in Exhibit C attached hereto.

The Owner of Unit 3-N and the Owner of Unit 3-S at any time and from time to time, shall each have the sole and exclusive right to construct a deck on the roof of the Building containing the dwelling units. Each such roof deck shall be constructed within the perimeters of the Building's roof in a location specific to each such Unit as more specifically delineated on the Original Plat. Such Building Roof Decks shall be constructed at such Owner's sole cost and expense, without requiring the consent of the other Unit Owners, subject, however, to the rights of any Owner of any other Unit, or agent thereof, at any time and from time to time, to enter the roof area, at any time and from time to time, to service any common element or any property associated with another Unit which may be located on the roof. Each such roof deck shall become a Limited Common Element to Unit 3-N and Unit 3-S. The Owner of such Unit with a roof deck shall be solely responsible for the maintenance, repair, reconstruction and resurfacing of that portion of the roof of the building which shall be affected in any way by the construction and location of such roof deck. The Owner of such Unit with a roof deck shall be solely responsible for making a determination that construction of such a roof deck is permitted by applicable laws and for obtaining the appropriate governmental permits and approval.

If the Owners of Unit 3-N and/or 3-S and their successors and/or assigns construct such a Building Roof Deck, it shall be constructed and maintained or replaced according to the following stipulations and conditions:

a. Any work or maintenance associated with the Building Roof Deck so constructed shall be completed in accord with all applicable building, zoning or other codes and regulations issued by the City of Chicago or other governmental authority having jurisdiction or such construction;

b. Each of the constructing Unit Owners, individually, shall be solely responsible for the cost of work or maintenance and shall and hereby do indemnify and hold harmless the Condominium Association, from any claim for loss or damage based on bodily injury or property damage associated with the construction work, maintenance or use and operation of such Building Roof Deck.

c. Any such Building Roof Deck to be constructed shall not be permanently affixed to the roof but shall be of the "floating" variety.

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d. The roof of the Building shall at all times remain a Common Element maintained by the Condominium Association but such maintenance shall be subject to the provisions of this Article IV, Paragraph 5.

e. Pursuant to the Illinois Condominium Act, the Board of Managers may provide for an assessment in connection with expenditures for the Limited Common Elements as assigned.

6. **Board's Right of Entry.** The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority, or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

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

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

ARTICLE V

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

1. **Common Expenses.** Each Unit Owner shall pay his proportionate share of the common expenses for administration, maintenance and repair of the common elements and of any other expenses incurred in conformance with the Declaration and Bylaws or otherwise lawfully agreed upon. Such proportionate share of the common expenses for each unit owner shall be in the same ratio as his percentage of ownership in the common elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the Bylaws.

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If any Unit Owner shall fail or refuse to make any payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property, and upon the recording of notice thereof by the Board of Managers, any Unit Owner may record such notice and upon the recording of such notice, thereof by any Unit Owner, it shall be a lien upon such Unit Owner's interest as provided in the Act.

2. **Separate Mortgages.** Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance on his respective unit together with his respective ownership interest in the common elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his unit and his respective ownership interest in the common elements.

3. **Separate Real Estate Taxes.** It is understood that real estate taxes are to be separately taxed to each Unit Owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.

Upon authorization by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purposes, the Board of Managers acting on behalf of all unit owners shall have the power to seek relief from or in accordance with the assessment or levy of any such taxes, special assessments or charges, and to charge and collect all expenses incurred in connection therewith as common expenses.

ARTICLE VI

INSURANCE

1. **Insurance.** The Board of Directors shall obtain the following:

(a) **Property Insurance.** Property insurance (i) on the Common Elements and the units, including the limited Common Elements and except as otherwise determined by the Board of Directors, 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.

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

(c) **Fidelity Bond; Directors and Officers Coverage.**

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

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

(d) **Contiguous Units; Improvements and Betterments.**

The insurance maintained by the Association must include the Units, the Limited Common Elements except as otherwise determined by the Board of Directors, 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.

(e) **Deductibles.** The Board may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a

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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.

(f) **Other Coverage.** The Association may carry any other insurance, including workers compensation, employment practices, environmental hazards, and equipment breakdown, the Board considers appropriate to protect the Association, the Unit Owners, officers, Directors or agents of the Association and as more fully provided in this Declaration.

(g) **Insured Parties; Waiver of Subrogation.** Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions.

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

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

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

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

(i) **Adjustment of Losses; Distribution of Proceeds.** Any loss covered by the property policy 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 completed repaired or restored or the Association has been terminated as Trustee.

(j) **Certificates of Insurance.** Contractors and vendors (except public utilities) doing business with a condominium association under contracts exceeding \$10,000.00 per year must provide certificates of insurance

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naming the Association, its Board of Directors and its managing agent as additional insured parties.

(k) **Settlement of Claims**. Any insurer defending a liability claim against a condominium association must notify the Association of the terms of the settlement no less than ten (10) days before settling the claim. The Association may not veto the settlement unless otherwise provided by contract or statute.

(l) A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his Unit or caused by his own conduct. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his Unit and personal property therein, and personal property stored elsewhere on the Property. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire or other hazards obtained by the Board for all of the Unit Owners a part of the Common Expenses, such Unit Owner may, at his option and expense, obtain additional insurance thereagainst.

Each Unit owner shall inform the Board in writing of additions, alterations or improvements made by, said Unit Owner to his Unit and the value thereof which value shall be included in the full replacement insurable cost for insurance purposes. Any increase in premium resulting from reported improvements shall be against the unit having been improved. If a Unit Owner fails to inform the Board as provided above and a penalty is assessed in the adjustment of loss settlement, the Unit owner shall be responsible for such penalty.

2. **Other Insurance**. The Board shall also have the authority to and shall obtain such other insurance as the Board deems necessary or appropriate or which is required under the Act or under applicable requirements or guidelines of Fannie Mae, including, without limitation, the following:

(a) Such workers compensation insurance as may be necessary to comply with applicable laws.

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

(c) Fidelity bond indemnifying the Condominium Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Condominium Association or of any other person handling the funds of the Condominium Association, the Board or the Owners in

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such amount as the Board shall deem desirable or as required by the Act or the applicable requirements of Fannie Mae.

(d) Such insurance shall be in such amounts and with such deductible amounts as are required by applicable law or the requirements of Fannie Mae and shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Condominium Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

3. **Owner's Responsibility.** Unless expressly advised to the contrary by the Board, each Owner shall obtain his own insurance on Improvements and Betterments within the Owner's Dwelling Unit (as defined in Section 1), and his personal property stored elsewhere on the Condominium Property, and the Owner's personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Unless otherwise specifically agreed to by the Board, the Owner shall be responsible for insuring Improvements and Betterments and the Board shall not be responsible for obtaining insurance on Improvement and Betterments and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making or installation of Improvements and Betterments.

4. **Waiver of Subrogation.** The Condominium Association and each Owner hereby waive and release any and all claims which it or he may have against any other Owner, the Condominium Association, its directors and officers, the manager and the managing agent, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

5. **Repair or Reconstruction.**

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

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(b) In the case of damage by fire or other disaster to a portion of the Condominium Property where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

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

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

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

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

(5) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, and (ii) the Board does not Record a notice as permitted under the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of Units and First Mortgagees representing 75% of the Units (by number) subject to First Mortgages, amend this Declaration to withdraw the Property from the Act, as permitted under the Act. If the Property is withdrawn, then the amendment shall provide that the Property shall be owned by the Owners of Units as tenants-in-common with each Owner's interest being determined based on the relative Undivided Interests of the Units prior to the withdrawal. The payment of just compensation, or the allocation of any insurance or other proceeds shall be

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made to the Owners and First Mortgagees, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Condominium Property as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

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

6. **Appraisal.** The full, insurable replacement cost of the Property, including the units and common elements, shall be determined from time to time (but not less frequently than once in any twelve month period) by the Board. The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisals shall be common expenses.

7. **Waiver.** 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 Declarant, the managing agent of the building, if any, and their respective employees and agents, for damage to the common elements, caused by fire or other casualty to the extent that such damage is covered by fire or other form of casualty insurance.

8. **Notice.** The Board of Managers shall notify insured persons concerning the cancellation of insurance obtained pursuant to the terms of this Article.

ARTICLE VII

ADMINISTRATION AND OPERATION

1. **Administration.** The administration of the Property shall be vested in the Board of Managers consisting of the number of persons, who shall be elected in the manner provided in the Bylaws contained herein, as Articles XIII, XIV, XV, XVII, XVIII and XIX. There has been incorporated under the laws of the State of Illinois, a not-for-profit corporation (herein referred to as "the Association") under the name of CICERO CROSSING CONDOMINIUM ASSOCIATION, or a similar name, which corporation, shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property, including the common elements

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and for such other purposes as are hereinafter provided. The Board of Directors of the Association shall be deemed to be the Board of Managers referred to herein and in the Act.

2. **Duties and Powers of the Association.** The Unit Owners' Association is responsible for the overall administration of the Property through its duly elected Board of Managers. The duties and powers of the Association and its Board shall be those set forth in its Articles of Incorporation, the Bylaws and this Declaration; provided, however, that (i) the terms and provisions of the Act shall control in the event of an inconsistency between the Act, on the one hand, and this Declaration, the Articles of Incorporation and the Bylaws on the other hand, (ii) the terms and provisions of this Declaration shall control in the event of any inconsistency between this Declaration, on the one hand, and the Articles of Incorporation and the Bylaws on the other hand.

3. **Indemnity.** The Members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owner for any mistake of judgment, or any acts or omissions made in good faith as such members or officers on behalf of the Unit Owners or the Association unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common elements bears to the total percentage interest of all the Unit Owners in the common elements. Each agreement made by such members or officers or by the managing agent, if any, on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

4. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any question of interpretation or application of the provisions of the Declaration or Bylaws, the determination thereof by the Board shall be final and binding on each and all of such Unit Owners.

ARTICLE VIII

MAINTENANCE, ALTERATIONS, DECORATING

1. **Maintenance, Repairs and Replacements.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit. Maintenance, repairs and replacements of the common elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board.

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The Board may cause to be discharged any Mechanic's Lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or common elements, rather than against a particular unit and its corresponding percentage of ownership in the common elements. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including reasonable attorney's fees, incurred by reason of such lien.

Whenever the Board shall determine, in its discretion, that any maintenance or repair of any unit is necessary to protect the common elements or any other portion of the building, the Board may cause a written notice of the necessity for such maintenance or repair to be served upon such Unit Owner, which notice may be served by delivering a copy thereof to any occupant of such unit, or by mailing the same by certified or registered mail addressed to the owner at the unit. If such Unit Owner fails or refuses to perform any such maintenance or repair within a reasonable time stated in the notice, or any extension thereof approved by the Board, the Board may cause such maintenance and repair to be performed at the expense of such Unit Owner.

If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the common elements or to a unit owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, to the extent not covered by insurance.

The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this Article VIII, Section 1. All expenses which, pursuant to this Section 1, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable by such Unit Owner as prescribed by the Board.

2. **Alterations, Additions or Improvements.** Except as set forth at Article IV, Paragraph 5 with respect to the roof rights granted to the Owner of Unit 3-N and Unit 3-S, no alterations of any common elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. Any Unit Owner may make alterations, additions and improvements within his unit without the prior written approval of the Board, but in that event such Unit Owner shall be responsible for any damage to other units, the common elements or the Property as a result of such alterations, additions or improvements. Nothing shall be done in any unit, or in, on or to the common elements which will impair the structural integrity of the building.

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3. **Decorating.** Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the building shall be subject to the rules and regulations of the Board. Decorating of the common elements (other than interior surfaces within the units as above provided), and any redecorating of units to the extent made necessary by any damage to existing decorating of such units caused by the Board, shall be furnished by the Board as part of the common expense.

ARTICLE IX

SALE, LEASE OR OTHER ALIENATION

1. **Sale or Lease.** Any Unit Owner who wishes to sell or lease his unit ownership (or any lessee of any unit wishing to assign or sub-lease such unit) shall give to the Board not less than thirty (30) days prior written notice of his intent to sell or lease and subsequently, the terms of any contract to sell or lease, entered into subject to the Board's option as set forth hereinafter, together with a copy of such contract, the name, address and financial and character references of the proposed purchaser or lessee and such other information concerning the proposed purchaser or lessee as the Board may reasonably require. The members of the Board acting on behalf of the other Unit Owners shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice or contract. If said option is not exercised by the Board within said thirty (30) days, the Unit Owner (or lessee) may, at the expiration of said thirty (30) day period and at any time within ninety (90) days after the expiration of said period, proceed to consummate the lease (or sublease or assignment) of such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. If the Unit Owner (or lessee) fails to close said proposed sale or lease transaction within said ninety (90) days, the unit ownership shall again become subject to the Board's right of first refusal as herein provided.

The provisions of the Act, the Declaration, Bylaws, other condominium instruments and rules and regulations that relate to the use of the individual unit or the common elements shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease.

2. **Gift.** Any Unit Owner who wishes to make a gift of his unit ownership or any interest therein to any person other than a permitted party under Section 10 of this Article IX shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated

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date thereof, together with the name, address and financial and character references of the intended donee and such other information concerning the intended donee as the Board may reasonably require. If the gift to such a party is not consented to by the Board, and the Unit Owner insists on making said gift, the members of the Board acting on behalf of the other Unit Owners, shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value determined by arbitration as hereinafter provided, which option shall be exercisable until the date of expiration as provided herein. In the event that the Board exercises said option and the parties cannot arrive at an agreed price then within fifteen (15) days after receipt of a written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each select a qualified real estate appraiser. The two appraisers so selected shall, within ten (10) days after their selection, appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the arbitrator shall determine the fair market value of the unit ownership or interest therein which the Unit Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Unit Owner and the Board, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal and act as arbitrator. The Board's option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of written notice of such determination of fair market value. The cost of appraisal shall be divided equally between such Unit Owner and the Board and the Board's share shall be a common expense.

3. **Devise.** In the event any Unit Owner dies leaving a Will devising his unit ownership or any interest therein to any person or persons not heirs-at-law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said Will is admitted to probate, the Members of the Board, acting on behalf of the other Unit Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein, either from the devisee or devisees thereof named in said Will, or if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration as herein provided. In the event of a dispute as to purchase price, within sixty (60) days after written notice of the appointment of a personal representative for the estate of a deceased Unit Owner, the Board shall appoint a qualified real estate appraiser, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, the said devisee or devisees or personal representative, as the case may be, shall appoint a qualified real estate appraiser. Within ten (10) days after the appointment of the two said appraisers, the two so appointed shall appoint another qualified real estate appraiser to act as the arbitrator. Within fifteen (15) days thereafter the arbitrator shall determine the fair market value of the unit

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ownership or interest therein devised by the deceased Unit Owner, and shall thereupon give written notice of such determination to the Board and said devisee, devisees or personal representative, as the case may be, and said determination shall be conclusive upon the parties. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal and act as arbitrator. The Board's right to purchase the unit ownership or interest therein, at the price determined by the arbitrator, shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire six (6) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. The cost of appraisal shall be equally divided between such party and the Board and the Board's share shall be a common expense.

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

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 ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such unit ownership, which lien shall have the same force and effect any may be enforced in the same manner as provided in Article XVI hereof.

5. **Consent of Voting Members.** The Board shall not exercise any option hereinabove set forth to purchase any unit ownership or interest therein without the prior consent of voting members having seventy-five (75%) percent of the total votes. The Board or its duly authorized representative, acting on behalf of the other Unit Owners may bid to purchase at any sale of a unit ownership or interest therein of any Unit Owner living or deceased, which said sale is held pursuant to an order or direction of a court, upon the prior consent of voting members having seventy-five (75%) percent of the total votes, which said consent shall set forth a maximum price which the Board or its duly authorized

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representative is authorized to bid and pay for said unit ownership or interest therein,

6. **Release or Waiver of Option.** Upon the consent of at least seventy-five (75%) percent of the Board members, any of the options contained in this Article IX may be released or waived and the unit ownership or interest therein which is subject to an option set forth in this Article, may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

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

8. **Financing of Purchase Under Option.**

(a) Acquisition of unit ownership or any interest therein under the provisions of this Article may be made from the maintenance fund or any other financing arrangement as the Board deems desirable. If said fund is insufficient, the Board shall levy an assessment against each Unit Owner as provided by any subject to Article XVI hereof.

(b) If the members of the Board, in their discretion, borrow money to finance the acquisition of any unit ownership or interest therein authorized by this Article, no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the unit ownership or interest therein to be acquired.

9. **Title to Acquired Interest.** Unit ownership or interest therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board and their successors in office, or such nominee as they shall designate, for the benefit of all the Unit Owners. Said unit ownerships or interests therein shall be sold or leased by the Members of the Board in such manner as the Board shall determine without complying with the foregoing provisions relating to the Board's right of first refusal. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Unit Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 8(a) of this Article.

10. **Exceptions to Board's Right of First Refusal.** The Board's right of first refusal as provided in Section 1, 2 and 3 of this Article IX shall not apply to

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any sale, lease, gift, devise or transfer, by any corporation, trust or other entity when the original Unit Owner or persons having at least a majority control of said Unit Owner are in control of the transferee, or resulting from statutory merger or consolidation, or between co-owners of the same unit, or any one or more of them, or to any Trustee of a trust, the sole beneficiary or beneficiaries of which are the Unit Owner, the spouse or lawful child of the Unit Owner, or any one or more of them, or from any Trustee of a trust to any one or more of the beneficiaries thereof.

11. **Miscellaneous.** If a proposed sale, lease, devise or gift of any unit ownership is made by any Unit Owner, after compliance with the foregoing provisions, the purchaser, lessee, devisee or donee thereunder shall be bound by and subject to such unit ownership obligations of such Unit with respect to such unit ownership as provided in this Declaration, and in the case of a lease, said lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof, with respect to the Board's right of first option, shall apply to such unit ownership. If any sale, lease, sublease, devise or gift of a unit ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale, lease, sublease, devise or gift shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available to the Board hereunder or at law or in equity in connection therewith. The foregoing provisions with respect to the Board's right of first option as to any proposed sale, lease, sublease, devise or gift shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the same.

ARTICLE X

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDING

1. **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, payable by reason thereof, shall be sufficient, to pay the cost of repair, restoration or reconstruction, the such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event within one hundred and eighty (180) days after said damage or destruction, the Unit Owners shall elect either to sell the Property, as hereinafter provided in Article XII hereof, or to

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withdraw the Property from the provisions of this Declaration, and from the provisions of the Act as therein provided, the 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 after first paying out of the share of each Unit Owner the amount of any unpaid liens on his unit, in the order of the priority of such liens.

2. (a) **Insufficient Insurance**. If the insurance proceeds 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 and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

(i) The Property shall be deemed to be owned in common by the Unit Owners;

(ii) The undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the percentage of undivided interest previously owned by such owner in the common elements;

(iii) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Unit Owner in the Property as provided herein; and

(iv) The Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the percentage of undivided interest owned by each owner in the Property, after first paying out of the respective shares of the Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Unit Owner.

(b) **Insufficient Insurance**. In the case of damage or other destruction in which fewer than one-third (1/3) of the units are rendered uninhabitable, upon the affirmative vote of not fewer than two-thirds (2/3) of the Unit Owners voting at a meeting called for that purpose, the building or 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. At such meeting

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the Board of Managers, or its representative, 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.

ARTICLE XI

EMINENT DOMAIN

1. **Reallocation of Common Elements and Condemnation Award.** Upon the withdrawal of any unit or portion thereof due to eminent domain, 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 of Managers. 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 elements will be distributed in accordance with the interest of those entitled to their use.
2. **Cessation of Common Expenses.** 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.

ARTICLE XII

SALE OF THE PROPERTY

The Unit Owners through the affirmative vote of voting members having at least seventy-five (75%) percent of the total votes, at a meeting duly called for such purpose, may elect to sell the Property as a whole. Within ten (10) days after the date of the meeting at which such sale is approved, the Board shall give written notice of such action to the holder of any duly recorded mortgage or trust deed against any unit ownership entitled to notice under Section 1 of Article XIX 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 or form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount

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equivalent to the fair market value of his interest, as determined by arbitration as herein provided, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on the fair market value of such interest, such Unit Owner and the Board shall each select an appraiser, and the two so selected shall select a third appraiser, and the fair market value, as determined by said third appraiser, shall control. If either party shall fail to select an appraiser within fifteen (15) days of written notice, then the one designated by the other party shall make the appraisal. The cost of the appraisal shall be divided equally between such Unit Owner and the Board, and the Board's share shall be a common expense.

ARTICLE XIII

BYLAWS

The provisions of Articles XIV, XV, XVI, XVII, XVIII and XIX shall constitute the Bylaws of the Association and the Bylaws prescribed by the Act.

ARTICLE XIV

MEMBERS (UNIT OWNERS)

1. **Eligibility.** The members of the CICERO CROSSING CONDOMINIUM ASSOCIATION shall consist of the Unit Owners of the property commonly known as 4325 N. Cicero Ave., Chicago, IL 60641. The Condominium Association shall have only one class of membership. These Bylaws are the Bylaws of the Association whether or not it incorporates as an Illinois not-for-profit corporation, and the words "Director" and "Board of Directors" used herein are synonymous and interchangeable with "Managers" and "Board of Managers" as used and provided in the Illinois Condominium Act and the CICERO CROSSING CONDOMINIUM Declaration.

The membership of each Unit Owner shall terminate upon the sale, transfer or other disposition of such unit and the membership shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

2. **Voting Rights.** There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of Unit Owners. Such voting members shall be the Unit Owner or one of the group composed of all the Unit Owners of a unit ownership or may be some person designated by such Unit Owners to act as proxy on his or their behalf and who need not be a Unit Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board or the death or judicially declared incompetence of any designator, or by written notice to the Board by the Unit Owner or Unit Owners. A proxy shall be invalid eleven (11) months from the date

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of its execution, unless otherwise provided in the proxy and every proxy must bear the date of execution. Any or all Unit Owners of a unit ownership and their designee, if any, may be present at any meeting of the voting members, but only the voting member of the unit ownership may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be one hundred (100) and each 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 ownership. The Association shall have one class of membership only and nothing contained in these condominium instruments shall permit or allow different classes of membership among the Unit Owners, if only one of the multiple owners of a unit is present at a meeting of the Association, he is entitled to cast the vote allocated to that unit, if more than one of the multiple owners are present, the vote allocated to that unit may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement if any one of the multiple owners cast the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit.

3. **Meetings.** Meetings of the voting members shall be held at the Property or at such other place in Cook County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy of twenty percent (20%) of the Unit Owners at any meeting of the Association shall constitute a quorum unless the Unit Owners holding a majority of the percentage interest in the Association provide for a higher percentage. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes represented at such meeting.

4. **Annual Meetings.** There shall be an annual meeting held each year within fifteen (15) days of the anniversary of the initial meeting as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

5. **Special Meetings.** Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration, require the approval of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by the voting members having seventy-five (75%) percent of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting and matters to be considered. Matters to be submitted at special meetings of the voting members shall first be submitted to the Board of Managers, at least ten (10) days prior to the special meeting, who shall then submit the matters to the voting members.

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6. **Notices of Meetings.** Notices of meeting required to be given herein may be delivered either personally or by mail to the person entitled to vote thereat, addressed to each person at the address given by him to the Board for that purpose of service of such notice, 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.

7. **Miscellaneous.** No merger or consolidation of the Association, sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Property and assets of the Association, or the purchase or sale of land or of units on behalf of all Unit Owners shall be effected unless there is an affirmative vote of seventy-five (75%) percent of the votes of Unit Owners, unless a greater percentage is otherwise provided for in the Declaration or in the Illinois Condominium Act.

ARTICLE XV

BOARD OF MANAGERS

1. **Board of Managers (Board of Directors).** The direction and administration of the Property shall be vested in a Board of Managers, consisting of three (3) persons who shall be elected in the manner herein provided. Each member of the Board shall be one of the Unit Owners and shall reside on the Property, 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 officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a Member of the Board.

2. **Election.** Each voting member shall be entitled to one vote for each member of the Board to be elected. In all elections for Members of the Board, the total number of votes of all voting members shall be three (3) for each office to be filled. 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 three (3) persons elected at the first annual meeting were elected to the Board for a term of two (2) years. Upon the expiration of the terms of office of the Board Members elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each, however, the term of at least one-third (1/3) of the Directors shall expire each year. Members of the Board shall receive no compensation for their services. Vacancies on the Board shall be filled by the vote of the remaining Members of the Board.

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A candidate for election to the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

In the event of a sale of a unit by an owner, pursuant to an installment contract, the purchaser shall, during such times as he or she resides in the unit, be counted toward a quorum for purposes of election of Members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing Members of the Board, shall have the right to vote for the election of Members of the Board of Managers and to be elected to, and serve, on the Board of Managers, unless the seller expressly retains in writing any or all 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 agents. For purposes of this subsection, "installment contract" shall have the same meaning as set forth in Section 1(e) of "an Act relating to Installment Contracts to sell Dwelling Structures", approved August 11, 1967, as amended.

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 meeting wherein a quorum exists. A majority of the total number of the Members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

3. **Officers.** The Board shall elect for a term of one (1) year from among its Members the following officers, a President who shall preside over both its meetings and those of the voting members, and who shall be the Chief Executive Officer of the Board and the Association and who shall execute amendments to the condominium instruments; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members, and who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer who shall keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. Any officer may be removed at any meeting by the affirmative vote of the majority of the Members of the Board, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof by a two-thirds (2/3) vote until the next meeting of Unit Owners.

4. **Removal.** Any Board member may be removed from office by affirmative vote of the voting members having at least seventy-five (75%) percent of the total votes at any special meeting called for that purpose. A successor to fill the unexpired term of the Board Member removed may be elected by unanimous vote of the remaining Members of the Board.

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5. **Meetings.** The Board shall meet at least four (4) times annually, and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Unit Owner. Any Unit Owner may record the proceedings at meetings required to be open by the Act by tape, film or other means. The Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Declaration, Bylaws, other condominium instruments or provision of law other than this subsection before the meeting is convened. Copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers. The Board of Managers may designate one or more locations in the proximity of the units where the notices of meetings shall be posted.

6. **Open Meetings.** Each meeting of the Board, to the extent required by law, shall be open to any Owner and, if required under the Act, notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the condominium Property at least 48 hours prior thereto, unless a written waiver of such notice signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting. The open meeting shall not be required for the portion of any meeting held:

(i) To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(ii) To consider information regarding appointment, employment or dismissal of an employee; or

(iii) To discuss violations of Rules and Regulations of the Association or a Unit Owner's unpaid share of common expenses.

7. **Special Meetings.** Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

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

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9. **Compensation/Reimbursement for Expenses.** No Director shall be compensated by the Condominium Association for services rendered to the Condominium Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Condominium Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.
10. **Removal or Resignation of Director.** Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.
11. **Vacancies.** Any vacancy occurring in the Board by reason of death, removal or resignation of a member of the Board may be filled by the unanimous vote of the remaining members of the Board. In the alternative, any vacancy on the Board of Managers shall be filled by a special election of the Unit Owners to be called by the President of the Board of Managers and held not less than 45 days following the vacancy. A member elected by the Board to fill a vacancy (if applicable) shall serve until the next meeting of the members provided that if a petition is filed with the Board signed by members holding 20% of the votes of the Association requesting a meeting of the members to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member so elected by the Board shall terminate 30 days after the filing of the petition and a meeting of the members for the purpose of filling such vacancy for such unexpired term shall be called no later than 30 days following the filing of such petition. Members of the Board may resign at any time by written resignation delivered or mailed to any officer of the Association, which resignation shall be effective upon receipt of said resignation. If, as a result of the death, removal or resignation of a member of the Board, no member of the Board remains in office, a special meeting of members may be called to fill all vacancies for the unexpired terms of the member of the Board.
12. **General Powers of the Board.** The powers and duties of the Board of Managers shall include, but shall not be limited to, the following matters:
- (a) Operation, care, upkeep, maintenance, replacement and improvement of the common elements.

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- (b) Preparation, adoption and distribution of the annual budget for the Property.
- (c) Levying of assessments.
- (d) Collection of assessments from Unit Owners.
- (e) Employment and dismissal of the personnel necessary or advisable for the maintenance and operation of the common elements.
- (f) Obtaining adequate and appropriate kinds of insurance.
- (g) Owning, conveying, encumbering, leasing and otherwise dealing with units conveyed to or purchased by it.
- (h) Adoption and amendment of 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 which contains the full text of the proposed rules and regulations and which conforms to the requirement of Section 18(b) of the Act, however, no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article 1 of the Illinois Constitution.
- (i) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- (j) To have access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs necessary to prevent damage to the common elements or to other units.
- (k) 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 authorized by law to be assessed and levied upon the real property of the condominium.
- (l) 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

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

(m) Unless otherwise prohibited in the condominium instruments, assign its right to future income, including the right to receive common expenses.

(n) Record the dedication of a portion of the common elements to a public body for use as, or in connection with, a street or utility where authorized by the Unit Owners under the provisions of Section 14.2 of the Act.

(o) Record the granting of an easement for the laying of cable television cable where authorized by the Unit Owners under the provision of Section 14.3 of the Act.

(p) Convene duly called meetings of the Unit Owners relating to matters subject to the affirmative vote of not less than two-thirds (2/3) of the votes of Unit Owners which shall include but not be limited to:

(i) 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 of land or of units on behalf of all Unit Owners.

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

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

(s) To pay for water, waste removal, other operating expenses, electricity, telephone and other necessary utility service for the common elements.

(t) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the common elements (but not including the

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windows and glass doors appurtenant to the unit, if any, and the interior surfaces of the units and of the hallway doors appurtenant thereto, which the Unit Owners shall paint, clean, decorate, maintain and repair, except if necessitated by repairs to the common elements) and such furnishings and equipment for the common elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the common elements.

(u) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or Bylaws or which, in its opinion, shall be necessary or proper for the maintenance and operation of the Property, as a first-class condominiums apartment building or for the enforcement of these restrictions.

(v) To pay any amount necessary to discharge any mechanic's lien or other encumbrance 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 interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the costs of discharging it and any costs incurred by the Board by reason of said lien or liens, including reasonable attorneys' fees, shall be specially assessed to said Unit Owner.

(w) To maintain and repair any unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements or any other portion of the building, and 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, mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(x) The Board or its agent, upon reasonable notice, may enter any unit when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Unit Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense.

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(y) The Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to or improvements of 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 Five Thousand Dollars (\$5,000.00), without in each case the prior approval of voting members having seventy-five (75%) percent of the total votes.

(z) All agreements, contracts, deeds, leases, 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 countersigned by the President of the Board.

(aa) The Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Unit Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Unit Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(bb) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

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

(dd) Upon authorization by a two-thirds (2/3) vote of the Members of the Board of Managers or by the affirmative vote of not less than a majority of the voting members at a meeting duly called for such purposes, the Board of Managers, acting on behalf of all Unit Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be

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assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

13. Availability of Records.

a. In addition to the provisions contained herein, the Board shall maintain the following records of the Association available for examination at convenient hours of weekdays by the Unit Owners or their First Mortgagees and their duly authorized agents or attorneys:

- i) the Association's declaration, By-Laws, and plats of survey, and all amendments of these;
- ii) the rules and regulations of the association, if any;
- iii) if the Association is incorporated as a corporation, the articles of incorporation of the Association and all amendments to the articles of incorporation;
- iv) minutes of all meetings of the Association and its Board of Directors for the immediately preceding seven (7) years;
- v) all current policies of insurance of the association;
- vi) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
- vii) a current listing of the names, addresses, and weighted vote of all Owners entitled to vote;
- viii) ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; and
- ix) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

b. Any Unit Owner shall have the right to inspect, examine, and request copies for a reasonable fee, the records described in subparagraphs (a) – (e) of Section a, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, the Unit Owner must submit a written request to the Board, or its authorized agent, stating with particularity the records sought to be examined. Upon paying a reasonable fee,

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failure of the Board to make available all records so requested within 30 days of receipt of the Unit Owner's written request shall be deemed a denial.

Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (i) – (v) of Section a shall be entitled to recover reasonable attorney's fees and costs from the Association.

c. Except as otherwise provided in Section e, any Unit Owner of the Association shall have the right to inspect, examine, and make copies of the records described in subparagraphs (vi) – (ix) of Section a, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office and at a reasonable fee. In order to exercise this right, the Unit Owner must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of Section a failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's written request shall be deemed a denial; provided, however, that if the Association has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a Unit Owner's request for records described in subparagraph (viii) Section a if voting ballots, without identifying unit numbers, are made available to the requesting Unit Owner within thirty (30) days of receipt of the Unit Owner's written request. In an action to compel examination of records described in subparagraphs (vi) and (ix) of Section a, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraph (vi) and (ix) of Section a shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

d. The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Article shall be charged by the Association to the requesting Unit Owner. If a Unit Owner requests copies of records requested under this Article, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting Unit Owner.

e. Notwithstanding the provisions of Section c, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its Unit Owners:

(i) documents relating to appointment, employment, discipline, or dismissal of Association employees;

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(ii) documents relating to actions pending against or on behalf of the Association or its Board of Directors in a court or administrative tribunal;

(iii) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;

(iv) documents relating to common expenses or other charges owed by a Unit Owner other than the requesting Unit Owner; and

(v) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a Unit Owner other than the requesting Unit Owner.

Any First Mortgagee who comes into possession of a unit pursuant to the remedies provided in the mortgage or trust deed, foreclosure of the mortgage or trust deed, or deed or assignment in lieu of foreclosure, shall not be liable for, and shall take the unit and its proportionate interest in the common elements, free from claims for unpaid common or special assessments levied by the Association which accrue prior to the date of possession as aforesaid.

ARTICLE XVI

BUDGET AND ASSESSMENTS

1. **Estimated Annual Budget and Assessments.** Each year on or before October 31, the Board shall estimate the total amount necessary to pay the cost of all common expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity and anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Unit Owner's proposed common expense assessment. Each Unit Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes; the annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the common elements, if any. The "estimated annual budget" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the common. Each Unit Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings or any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase or establishment of an assessment. Said meetings of the Board of Managers shall be open to any Unit Owner, and notice

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of such meeting shall be mailed at least ten (10) nor more than thirty (30) days prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Pursuant to the Illinois Condominium Act, the Board of Managers may provide for the assessment, in connection with expenditures for the limited common elements, of only those units to which such limited common elements are assigned.

On or before the first day of the month following the adoption of the budget, and the first of each and every month of the ensuing fiscal year, said Unit Owners 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 assessment against his unit ownership made pursuant to this section. On or before December 31 of each year following the year in which the initial meeting is held, the Board shall supply to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred and paid with an indication of which portions were for capital expenditures or repairs or payment of real estate taxes together with a tabulation of the amounts collected pursuant to the budget or assessments and showing the net excess or deficit of income over expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Unit Owner's percentage of ownership in the common elements to the next monthly installments due from Unit Owners under the current year estimate, until exhausted, and any net shortage shall be added according to each Unit Owners percentage of ownership in the common elements to the installments due in the succeeding six (6) months after rendering of the accounting,

2. (a) **Reserves and Adjustments**. The Board shall establish and maintain a reasonable reserve for contingencies and replacements. Any extraordinary or nonrecurring common expenses, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Unit Owners. All Unit Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(b) **Reserves and Adjustments**. If an adopted budget or special assessment requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Managers shall call a meeting of the Unit Owners to consider the budget; and unless a majority of the votes of the Unit Owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present in determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repairs or replacement of the condominium Property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

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3. **Annual Report.** Within ninety (90) days after the close of the Association's fiscal year, the Board shall furnish each Owner with an itemized account of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portions of the Common Expenses for such fiscal year were incurred or paid for capital expenditures or repairs or the payment of real estate taxes, if any, and with a tabulation of the amounts collected for the Common Assessment and showing the next excess or deficit of income over expenditures, plus reserves.
4. **Failure to Prepare Estimates.** The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners 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 next monthly maintenance payment which is due not less than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.
5. **Books and Records.** The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred.
6. **Use of 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 prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in Exhibit "B".
7. **Insurance.** Any insurance premium assessed on a basis reflecting increased charges for coverage on certain units shall be assessed to such unit.
8. **Assessments.** If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective the amount of any delinquent and unpaid charges or assessments, interest, costs and fees as above provided, shall be and become a lien or charge against the unit ownership

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of the Unit Owner involved when payable and may be foreclosed by action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit ownership which became due and payable subsequent to the date the encumbrancer either takes possession of the unit, accepts a conveyance of any interest in the unit ownership or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Unit Owner shall fail to pay the proportionate share of the common expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Unit Owner's share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs, including reasonable attorneys' fees, incurred in the collection thereof; (2) the right, by giving such defaulting Unit Owner five (5) days written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses occurring with respect to the balance of the assessment year; (3) the right to take possession of such defaulting Unit Owner's interest in the property, to maintain for the benefit of all the other Unit Owners an action for possession in the manner prescribed by Article IX of the Code of Civil Procedure, Illinois Revised Statutes Chapter 110 paragraph 9-102 to 9-111, and to execute leases of such defaulting Unit Owner's interest in the property and apply the rents derived therefrom against the expenses.

9. **Nonuse.** No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common elements or abandonment of his unit.

10. **Condominium Association's Lien Subordinated to Mortgages.** The lien on each Unit Ownership for assessments or other charges of payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for 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 of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments 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

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liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership. If for any reason the Owner of a Unit is permitted to remain in possession of his Unit during the pendency of a foreclosure action with respect to the Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

11. **Statement of Account.** Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Condominium Association and shall be binding on the Condominium Association.

12. **Failure to Prepare Estimates.** The failure or delay of the Board to prepare or 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 next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

ARTICLE XVII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The units and common elements shall be owned, occupied and used subject to the following covenants and restrictions:

1. **General Use.** No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each unit or any two or more adjoining units used together shall be used as a residence for a single family and for no other purpose. That part of the common elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.

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2. **Obstruction of Common Elements and Unit Maintenance.** There shall be no obstruction of the common elements nor shall anything be stored in the common elements without prior consent of the Board except as herein expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own unit.
3. **Prohibited Use.** Nothing shall be done or kept in any unit, or in the common elements, which will increase the rate of insurance on the building or contents thereof, applicable for residential use, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his unit, or in the common elements, which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be stored in the common elements. No Unit Owner shall overload the electric wiring in the building or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories, or equipment to the heating or plumbing system, without the prior written consent of the Board.
4. **Unit Owner Insurance.** Each Unit Owner shall be responsible for his own insurance on his personal property in his own unit, his personal property stored elsewhere in the Property and his personal liability to the extent not covered by the liability insurance for all the Unit Owners obtained by the Board as hereinabove provided.
5. **Exterior Attachments.** Unit Owners shall not cause or permit anything to be placed on the outside walls of the building; and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon exterior walls or roof or any part thereof, without the prior consent of the Board except as may specifically be set forth in Article IV, Paragraph 5 with respect to the roof rights granted to the Owner of Unit 3-N and Unit 3-S.
6. **Window Treatment.** The use and covering of the interior surfaces of the glass windows and/or doors appurtenant to the units of the building, whether by draperies, shades or other items visible from the exterior of the building shall be subject to the rules and regulations of the Board.
7. **Pets.** No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any unit or in the common elements except that dogs, cats or other household pets may be kept in units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.

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8. **Nuisances**. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
9. **Unsightliness**. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly material.
10. **Personal Effects**. There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the common elements except that baby carriages, bicycles and other personal property may be stored in the common storage area or areas in the event that an area or areas are designated for that purpose.
11. **Commercial Activities**. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any of the units.
12. **"For Sale" and "For Rent" Signs**. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board; provided that the right is reserved by the Declarant, the Developer and their agents, to maintain on the Property until the sale of the last unit, all models, sales offices and advertising signs, banners and lighting in connection therewith, at such locations and in such forms as they shall determine, together with the right of ingress, egress and transient parking thereof through the common elements.
13. **Common Elements**. Subject to the terms and conditions of Article IV, Paragraph 5 with respect to the owners of Units 3-N and 3-S, nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board.
14. **Exceptions**. The unit restrictions in paragraphs 1 and 11 of this Article XVII shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his professional library therein, (b) keeping his personal business or professional records or accounts therein, or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Sections 1 and 11 of this Article XVII.
15. **Satellite Dishes**. No mast, satellite dish, antennae or other structure for transmitting or receiving messages or programs by radio or

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television shall be erected, permitted or maintained in or upon any part of the Common Elements without the prior written approval of the Board, subject to any federal, state or local restrictions on the Board's authority and the Rules and Regulations. The Association may contract for cable or satellite TV as provided for herein.

16. **Disabilities.** Until determined by federal or state legislation, administrative agency or court of law, the Common Elements shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Unit Owner or Resident may make reasonable modification to his Unit or its limited Common Elements, subject to the following:

(a) All requests for modification to a Unit, Common Elements or Limited Common Elements must be in writing.

(b) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.

(c) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.

(d) All work must be approved by the Board prior to commencing construction.

(e) The Board may require the Owner or Resident to return the modification(s) to its original condition at Owner's expense upon sale or transfer of Unit Ownership.

(f) The Board of Directors shall have the authority to establish a fee for administration and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Elements.

17. **Flags.** An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component. A Military Flag shall be defined as 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. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

(a) The following are the approved guidelines to be followed when displaying American or Military Flags: The flag must be rectangular in shape not to exceed 3 feet by 5 feet in size suspended on a pole (maximum length 65 inches) mounted by a bracket which is affixed to the trim Board or brickwork no more than 75 inches above the ground or porch floor. The bracket must be capable of supporting the pole and flag at a 20 to 45 degree angle from vertical without damaging the buildings exterior.

(b) The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10

ARTICLE XVIII

REMEDIES FOR BREACH OF COVENANTS

1. **Abatement and Enjoinment.** The violation of any restrictions, condition or regulation adopted by the Board, of the breach of any covenant or provision herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and the provision hereof, and the Board or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and reasonable attorneys' fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal rate until paid, shall be charged to and assessed against such 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. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

2. **Involuntary Sale.** If any Unit Owner (either by his own conduct or by the conduct of any occupant of his unit) shall violate any of the covenants or restrictions or provision of this Declaration, or the regulations adopted by the Board, and such violations shall continue for thirty (30) days after notice in writing from the Board, or shall re-occur more than once after such notice, then the Board shall have the power to issue to the defaulting Unit Owner a ten (10) day

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notice in writing to terminate the rights 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 in equity may be filed by the members of the Board against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or occupant or, in the alternative, for a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the unit owned by him on account of the said violation, and ordering that the right, title and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Unit Owner from reacquiring his interest in the Property at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and, to immediate possession of the unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall provide that the purchaser shall take the interest in the property sold subject to this Declaration.

ARTICLE XIX

RIGHTS OF DEVELOPER'S CONSTRUCTION LENDER AND FIRST MORTGAGEES

1. **First Mortgagees Approval.** The prior written approval of two-thirds (2/3) of all First Mortgagees (calculated on the basis of the percentage interests of their respective mortgagors will be required for any of the following:

(a) **Amendments.** An amendment to the Declaration which changes: (i) voting rights; (ii) assessments, assessment liens, or subordination of assessment liens; (iii) reserves for maintenance and repairs; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; (vi) the boundaries of any Unit; (vii) the convertibility of Units into Common Elements or vice versa; (viii) the expansion or contraction of the Parcel, or the addition, annexation or withdrawal of property to or from the Property; (ix) insurance or fidelity bonds; (x) leasing of Units; (xi) imposition of any restrictions on an Owner's right to sell or transfer its or her Unit; (xii) the restoration or repair of a building (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; (xiii) any action to terminate the condominium status of the Parcel after substantial destruction or condemnation occurs; (xiv) any provision that expressly benefits mortgage holders, insurers or guarantors; (xv) the pro rata interest or

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obligations of any individual Unit for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; and (xv) the pro rata interest or obligation of any individual Unit for the purpose of determining the pro rata share of ownership of each Unit in the Common Elements; or

(b) **Abandonment or Termination of Condominium**. The abandonment or termination of the condominium status of the condominium status of the Property, the removal of any part of the Property from the provisions of the Act and this Declaration, or the sale of the Property; except that the consent of First Mortgagees shall not be required for the abandonment or termination of the condominium status of the Property made pursuant to the Act in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; or

(c) **Partition or Subdivision**. The partition or subdivision of any Unit; or

(d) **Common Elements**. The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, except that granting of easements for public utilities or for other public and private purposes consistent with the intended use of the Common Elements by the Association shall not require such approval; or

(e) **Insurance Proceeds**. The use of hazard insurance proceeds for losses to any portion of the Property, whether Units or Common Elements, for other than the repair, replacement or reconstruction of the Property; or

(f) **Litigation**. The institution of any lawsuit against the Developer or Declarant or its officers or employees.

2. **First Mortgagee Rights**. Upon specific written request to the Board, a First Mortgagee or its servicer, or the insurer or any guarantor of a mortgagee shall receive the following as designated in the request:

(a) **Budget and Assessments**. Copies of the budgets, notices of assessment, or any other notices or statements provided Lender this Declaration by the Association to the Owner of the Unit covered by the First Mortgagees' mortgage;

(b) **Financial Statements**. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners;

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(c) **Notices**. Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;

(d) **Amendments**. Written notice of the decision of the Owners to make any material amendment to this Declaration and By-Laws;

(e) **Damages**. Written notice of substantial damage to or destruction of any Unit (in excess of One Thousand Dollars (\$1,000) covered by the First Mortgagees' mortgage, or any part of the Common Elements (in excess of Ten Thousand Dollars (\$10,000));

(f) **Condemnation**. Written notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(g) **Default**. Written notice of any default of the Owner of the Unit which is subject to the First Mortgagees' mortgage, where such default is not cured by Owner within thirty (30) days after the giving of Notice by the Association to the owner of the existence of the default;

(h) **Books and Records**. The right to examine the books and records of the Association at any reasonable time and, if and to the extent that no audited financial statement is available, the First Mortgagee or its servicer shall have the right to have an audited statement prepared at its own expense;

(i) **Management**. The Association's termination of professional management and assumption of self-management of the Property;

(j) **Delinquency**. Written notice of any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds the mortgage;

(k) **Insurance**. Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(l) **Action**. Written notice of any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

The request of a First Mortgagee or its servicer, or the insurer or any guarantor of a mortgage shall state both the name and address of the First Mortgagee or its servicer, insurer or guarantor (as the case may be), shall specify which of the above information it desires to receive, shall indicate the address to which any notices or documents shall be sent by the Association and shall identify the Unit number or address of the Unit on which it has the mortgage. Failure of the Association to provide any of the foregoing to a First Mortgagee

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who has made a proper request therefor shall not affect the validity of any request made by a First Mortgagee, servicer, insurer or guarantor hereunder and in the event of multiple requests from purported First Mortgagees, servicers, insurers or guarantors of the same Unit, the Association shall honor the most recent request received.

ARTICLE XXI

GENERAL PROVISIONS

1. **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.
2. **Notices to Board, Association and Unit Owners.** 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: 4325 N. Cicero Ave., Chicago, IL 60641 (indicating thereon the number of the respective unit if addressed to a Unit Owner), or at such other address as herein provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may also designate a different address 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 in the building or at the door of his unit in the building.
3. **Notice to Decedent.** Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.
4. **Binding Effect.** Each grantee of the Declarant, by acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations and liens of the Declaration, and all rights, benefits and privileges of every Nature hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property or any unit, and shall inure to the benefit of such Unit

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Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

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

6. **Amendment.** Except as otherwise provided in the Act, this Declaration and Bylaws, the provisions of the condominium instruments may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all of the Members of the Board, two-thirds (2/3) of the Unit Owners, and the approval of any mortgagees required under the provisions of the condominium instruments, and containing an affidavit by an officer of the Board certifying that a copy of the amendment, change or modification has been mailed by certified mail to all mortgagees having bona fide liens of record against any unit, not less than ten (10) days prior to the date of such affidavit. Any amendment, change or modification shall conform to the provisions of the Condominium Property Act and shall be effective upon recordation thereof. Except to the extent authorized by provisions of the Act, no amendment to the condominium instruments shall change the boundaries of any unit or the undivided interest in the common elements, the number of votes in the Unit Owners' Association, or the liability for common expenses appertaining to a unit.

The Board hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Unit, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto.

7. **Invalidity.** All provisions of the Declaration, Bylaws and other condominium instruments are severable. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration. In the event of a conflict between the provisions of the Declaration and the Bylaws or other

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condominium instruments, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

8. **Perpetuities and Restraints.** If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violations of (a) the rule against perpetuities or some analogous statutory provision, (b) the rules 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 last to die of the now living lawful descendants of GEORGE W. BUSH, President of the United States, and BARAK OBAMA, a United States Senator of the State of Illinois.

9. **Liens.** In the event any lien exists against two (2) or more units and the indebtedness secured by such lien is due and payable, the Unit Owner of any such unit so affected may remove such unit and the undivided interest in the common elements appertaining thereto from such lien by payment of the proportional amount of such indebtedness attributable to such unit. In the event such lien exists against the units or against the Property, the amount of such proportional payment shall be computed on the basis of the percentage set forth in the Declaration. Upon payment as herein provided, it is the duty of the encumbrancer to execute and deliver to the Unit Owner a release of such unit and the undivided interest in the common elements appertaining thereto from such lien.

The owner of such unit shall not be liable for any claims, damages or judgments entered as a result of any action or inaction of the Board of Managers or the Association other than for mechanics' liens as hereinafter set forth. Each Unit Owner's liability for any judgment entered against the Board of Managers or the Association, if any, shall be limited to his proportionate share of the indebtedness as set forth herein, whether collection is sought through assessment or otherwise. A Unit Owner shall be liable for any claim, damage or judgment entered as a result of the use or operation of his unit, or caused by his own conduct. After conveyance of such unit, no mechanic's lien shall be created against such unit or its common elements interest by reason of any subsequent contract by the Developer to improve or make additions to the Property.

If, as a result of work expressly authorized by the Board of Managers, a mechanic's lien claim is placed against the Property or any portion of the Property, each Unit Owner shall be deemed to have expressly authorized it and consented thereto, and shall be liable for the payment of his unit's proportionate share of any due and payable indebtedness.

10. **Release of Claims.** Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, occupant, the Association, its officers, Members of the Board, the managing agent, and their respective employees and agents, for damage to the common elements, the

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units or to any personal property located in the units or common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

11. **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 apartment building.

12. **Voting by Units**. If fifty (50%) percent of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified in the Condominium Property Act or in the condominium instruments, shall require the specified percentage by number of units rather than by percentage interest in the common elements allocated to units that would otherwise be applicable.

13. **Resale Procedures**. In the event of any resale of a condominium unit by a Unit Owner such Unit Owner may obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, upon demand, the following:

(a) A copy of the Declaration, By-laws, other Condominium Instruments and any Rules and Regulations.

(b) A statement of any liens, including a statement of the account of the Unit setting forth the amount of unpaid assessments and other charges due and owing.

(c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(d) A statement of the status and amounts of any reserve for replacement fund and any portion of such fund earmarked for any specific project by the Board of Managers.

(e) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.

(f) A statement of the status of any pending suits or judgments in which the Association is a party.

(g) A statement setting forth what insurance coverage is provided for all Unit Owners by the Association.

(h) A statement setting forth whether or not any improvements or alterations made to the Unit, or the Limited common Elements assigned

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thereto, by the prior Unit Owners, are in good faith believed to be in compliance with the condominium instruments.

(i) The President of the Association or such other officer designated by the Board shall furnish the above information when requested to do so in writing and within thirty (30) days of the request.

(j) The Board of Managers shall establish a reasonable fee covering the direct out-of-pocket cost of providing such information and copying.

14. **Headings.** The headings and captions contained herein are inserted for convenient reference only and shall not be deemed to construe or limit the sections and articles to which they apply.

15. **Land Trust Unit Owners' Exculpation.** In the event title to any unit ownership is conveyed to a land title-holding trust, under the terms of which all powers of 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 obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such unit ownership. No 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.

SIGNED AND APPROVED THIS 24th DAY OF SEPTEMBER 2009.

[Signature], President
Dawn Poul, Secretary
Sudhik Sahujia

**Board of Directors of Cicero Crossing
Condominium Association**

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EXHIBIT A

LOTS 6, 7 AND THE NORTH 5 FEET OF LOT 8 IN BLOCK 2 IN DICKINSON'S SUBDIVISION OF THAT PART OF THE NORTH 1 /2 OF THE SOUTHWEST 1 /4 OF SECTION 15, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY'S LANDS (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 4325 N. CICERO, CHICAGO, IL 60641

Unit Number	PIN Number
1-N	13-15-305-042-1001
1-S	13-15-305-042-1002
2-N	13-15-305-042-1003
2-S	13-15-305-042-1004
3-N	13-15-305-042-1005
3-S	13-15-305-042-1006
P-1	13-15-305-042-1007
P-2	13-15-305-042-1008
P-3	13-15-305-042-1009
P-4	13-15-305-042-1010
P-5	13-15-305-042-1011
P-6	13-15-305-042-1012

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EXHIBIT B

PERCENTAGE INTEREST IN COMMON ELEMENTS OF THE CICERO CROSSING CONDOMINIUMS

<u>UNIT NUMBER</u>	<u>% INTEREST</u>
1-N	15.160
1-S	14.690
2-N	16.110
2-S	16.110
3-N	17.540
3-S	17.540
P-1	0.475
P-2	0.475
P-3	0.475
P-4	0.475
P-5	0.475
P-6	0.475
TOTALS:	100.000%


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EXHIBIT C

ASSIGNMENT OF PARKING SPACES TO UNITS IN THE CICERO CROSSING CONDOMINIUMS

<u>UNIT NUMBER</u>	<u>PARKING SPACE</u>
1-N	P-2
1-S	P-1
2-N	P-4
2-S	P-3
3-N	P-6
3-S	P-5

Property of Cook County Clerk's Office



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EXHIBIT C

CERTIFICATION AS TO BOARD APPROVAL

I, Dawn Pauly, do hereby certify that I am the duly elected and qualified Secretary for the Association at the Cicero Crossing Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amendment to the Declaration was duly approved by the affirmative vote of two-thirds (2/3) of the members of the Board of Managers pursuant to Section 27(b) of the Illinois Condominium Property Act.

Dawn Pauly
Secretary

Subscribed and Sworn to before me this
25 day of September, 2009.

Kelly Winsley
Notary Public

My Commission Expires: 11.9.11

