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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE SAXONY CONDOMINIUM

This Amended and Restated Declaration of Condominium Ownership is made and entered into this 3rd day of October, 2009, by The Saxony Condominium Association, an Illinois Not-For-Profit Corporation (the "Association").

WITNESSETH:

WHEREAS, The Saxony Condominium, located at 134-1 40 Clyde Avenue, in the City of Evanston, Cook County, Illinois, is administered by the Association through its Board of Managers (the "Board") pursuant to that certain Declaration of Condominium Ownership Pursuant to the Illinois Condominium Property Act, 134-40 Clyde Condominium, The Saxony" (the "Original Declaration") for the property legally described in Exhibit A," attached hereto and made a part hereof by reference; and

WHEREAS, the Original Declaration was Recorded in the office of the Recorder of Deeds of Cook County, Illinois, on April 16, 2007, as Document No. 0010306252, thereby creating The Saxony Condominium; and

THIS DOCUMENT PREPARED BY:

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UPON RECORDING, PLEASE MAIL TO
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Chicago IL 60604

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DATE 11/20/09 COPIES 6
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WHEREAS, the Original Declaration was amended by that certain "Amendment to the Declaration of Condominium Ownership and Bylaws, Easements, Restrictions and Covenants for The Saxony Condominium" Recorded in the office of the Recorder of Deeds of Cook County, Illinois, on October 18, 2004, as Document Number 0429239058 (the "Declaration Amendment"); and

WHEREAS, the Association desires to amend the Original Declaration in order to bring the document into conformity with the requirements of the Illinois Condominium Property Act and to otherwise modify the Original Declaration as set forth below; and

WHEREAS, pursuant to Paragraph 17 of the Original Declaration, the Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (a) the Unit Owners having at least 67 percent of the total vote have approved such amendment, change or modification; and (b) 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; and

WHEREAS attached hereto is an affidavit signed by the Secretary of the Association certifying that this Amended and Restated Declaration of Condominium Ownership ("Amended and Restated Declaration") has been approved by the Unit Owners representing at least 67 percent of the total vote and that a copy of this Amended and Restated Declaration has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit.

NOW, THEREFORE, the Declaration and the Declaration Amendment are hereby amended and restated to be collectively read, in their entirety as follows:

1. **Definitions.** Certain words and terms used in this Declaration are defined as follows:
 - a. **Act** - The Condominium Property Act of the State of Illinois, as amended from time to time.
 - b. **Association** - The Saxony Condominium Association, an Illinois Not-For-Profit Corporation, and its successors and assigns.
 - c. **Board** - The Board of Managers of the Association as constituted at any time and from time to time.
 - d. **Building** - The building constructed on the Parcel, forming part of the Property and containing the Dwelling Units.

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- e. **By-Laws** - The By-Laws of the Association, which are attached hereto as Exhibit "C."
- f. **Common Elements** - All portions of the Property except the Units, including the Limited Common Elements, and, without limiting the generality of the foregoing, the land, outside walkways, driveways, the outdoor lighting system (including, without limitation, light fixtures affixed to the exterior portions of the Building), landscaping, fences, gates, common stairways, common entrances and exits, vestibules, lobbies, corridors, hallways, common storage areas, mailboxes, roofs, foundations, structural parts of the Building, pipes, ducts, flues, chutes, conduits, wiring and other utility installations (except pipes, ducts, flues, chutes, conduits, wiring and utility installations situated entirely within a Unit and serving only such Unit).
- g. **Common Expenses** - The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- h. **Condominium Instruments** - All documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including the Declaration, By-Laws and Plat.
- i. **Dwelling Unit** - A part of the Building including one or more rooms occupying one or more floors, designed and intended for independent use as a residence and designated on the Plat as a Unit.
- j. **First Mortgagee** - The holder of a note secured by a bona fide first mortgage or first trust deed covering any Unit.
- k. **Limited Common Elements** - A portion or portions of the Common Elements which are designated by this Declaration as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Units, including, but not limited to, balconies, patios, porches, terraces, shutters, window boxes, doorsteps, perimeter doors (including, without limitation, patio and balcony doors) and the frames appurtenant thereto, windows in perimeter walls and the frames appurtenant thereto, storage areas and any portion of the Common Elements which, by its nature or location, is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units).
- l. **Maintenance Fund** - All money collected or received by the Association pursuant to the provisions of the Condominium Instruments.
- m. **Majority or Majority of Unit Owners** - The owners of more than fifty percent (50%) of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage of the entire undivided ownership of the Common Elements. "Majority" or "majority of the members of the

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Board of Managers” means more than fifty percent (50%) of the total number of persons constituting such Board pursuant to the By-Laws. Any specified percentage of the members of the Board of Managers means that percentage of the total number of persons constituting such Board pursuant to the By-Laws.

- n. Occupant** - A Person or Persons, other than a Unit Owner, in possession of one or more Units.
- o. Parcel** - The lot or lots or tract or tracts of land, described on Exhibit “A” hereto, submitted to the provisions of the Act.
- p. Parking Unit** - A part of the Property upon which is constructed a private parking space intended for the parking of a single automobile and designated on the Plat as a Unit.
- q. Person** - A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- r. Plat** - The plat or plats of survey, as amended from time to time, of the Parcel and of all Units on the Property submitted to the provisions of the Act depicting the horizontal and vertical delineation of all such Units and such other data as may be required by the Act, said plat or plats being attached to the Original Declaration as Exhibit “A” and Recorded simultaneously with the Recording of the Original Declaration.
- s. Property** - All land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the Building, 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.
- t. Record; Recordation; Recording; Recorded** - To record or have recorded in the office of the Recorder of Deeds of Cook County, Illinois.
- u. Reserves** - Those sums paid by Unit Owners which are separately maintained by the Board for purposes specified by the Board or the Condominium Instruments.
- v. Unit** - A part of the Property designed or intended for independent use and depicted on the Plat and being either a Dwelling Unit or a Parking Unit.
- w. Unit Owner** - The Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.

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2. **Submission of Property to the Act.** The Property is submitted to and subject to the provisions of the Act, as amended from time to time.
3. **Units: Description and Ownership.** All Units are delineated on the Plat attached to and made part of the Original Declaration as Exhibit "A," as amended from time to time, which by this reference is made a part hereof. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Said Units are legally described on Exhibit "A" attached hereto. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation, thereof as shown on the Plat, plus any pipes, ducts, flues, chutes, conduits, wiring and other utility, heating, cooling, ventilation, fire/smoke alarm or intercom systems and equipment situated entirely within a Unit and serving only such Unit (excluding all structural components of the Building). Except as provided in Section 31 of the Act, no Unit Owner shall, by deed, plat or otherwise, combine or subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the entire Unit as shown on the Plat.
4. **Certain Structures Not Constituting Part of a Unit.** Except as a tenant in common with all other Unit Owners, no Unit Owner shall own any pipes, ducts, flues, chutes, conduits, wiring or other utility, heating, cooling, ventilation, fire/smoke alarm or intercom systems or equipment running through his or her Unit and serving more than one Unit or the Common Elements, regardless of whether such items are located in the floors, ceilings or perimeter or interior walls serving the Unit. Structural columns or other structural Building components located within the boundaries of a Unit shall be part of the Common Elements.
5. **Ownership of the Common Elements.** Each Unit Owner shall own and be entitled to an undivided interest in the Common Elements as a tenant in common with all other Unit Owners in the percentage allocated to his or her respective Unit, as set forth in the schedule attached hereto as Exhibit "B" and by this reference made a part hereof. Such percentages are based on the developer's initial determination of relative values of the Units and shall remain constant unless hereafter changed by a Recorded amendment to this Declaration consented to in writing by all of the Unit Owners.
6. **No Partition of the Common Elements.** Except as otherwise provided by the Act, there shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the Act, provided, however, that if any Unit shall be owned by two or more co-Owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such Co-Owners.
7. **Use of the Common Elements.** Except for (a) portions of the Common Elements that have been assigned to the Unit Owners by the Board pursuant to the provisions of the Condominium Instruments and/or applicable law; and (b) the Limited

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Common Elements, each Unit Owner and his or her agents, Occupants permitted hereunder, guests, licensees and invitees shall have the right to use the Common Elements for ingress, egress, all other purposes incidental to the use and occupancy of his or her Unit and such other incidental uses permitted by the Condominium Instruments, which rights shall be appurtenant to, run with and pass with title to his or her Unit. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving only his or her Unit. The right to the exclusive use and possession of the Limited Common Elements as aforesaid shall be appurtenant to and run with the Unit of such Unit Owner. The use of the Common Elements, including the Limited Common Elements, and the rights of the Unit Owners with respect thereto, shall be subject to and governed by the Act, other applicable law, the Condominium Instruments, the Association's Rules and Regulations and any resolutions adopted from time to time by the Board. The Board shall have the authority to lease, license, grant concessions or impose user charges with respect to portions of the Common Elements other than the Limited Common Elements. All income derived by the Association from such leases, licenses, concessions, user charges or other sources shall be held and used for the benefit of the Unit Owners pursuant to the Condominium Instruments and applicable law.

8. **Delegation of Use**. Subject to the provisions of the Act, other applicable law, the Condominium Instruments, the Association's Rules and Regulations and any resolutions duly adopted from time to time by the Board, a Unit Owner may delegate and transfer his or her right to use and enjoy the Common Elements to tenants permitted under this Declaration and purchasers under installment contracts who reside in the Unit Owner's Unit. Any such delegation and/or transfer shall be in written form and shall provide that, while the delegation and/or transfer is in effect, the Unit Owner shall have no right to use the Common Elements.

9. **Balconies and Patios**. The balconies and patios appurtenant to the Dwelling Units shall be part of the Limited Common Elements. The Board may from time to time adopt Rules and Regulations governing the use and appearance of the balconies and patios.

10. **Storage Areas**. The storage areas designated on the Plat shall be part of the Limited Common Elements. The Board may from time to time adopt Rules and Regulations governing the assignment and use of the storage areas.

11. **Bailments**. Notwithstanding anything to the contrary contained in this Declaration, neither the Board nor the Association shall be considered a bailee of any personal property stored or kept in the Common Elements or Limited Common Elements (including, for example, items kept in storage areas and packages delivered to the Building), nor shall such parties be responsible for the security of such personal property or for any loss or damage thereto.

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12. Transfer of Limited Common Elements. The use of the Limited Common Elements may be transferred between Unit Owners at their expense, provided, however, that each such transfer shall be made by an amendment to this Declaration 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 the Limited Common Elements affected. The amendment shall contain a certificate showing that a copy of the amendment has been delivered to the Board and shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' percentages of ownership in the Common Elements. 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 with respect to any Limited Common Element shall not be affected nor shall any transfer of it be effective unless the transaction complies with the requirements of this Paragraph and the Act. The Association may, in the Board's sole discretion, charge a reasonable fee for processing any such transaction and/or recover from the Unit Owners who are parties to the transaction any and all attorneys' fees and related costs (including, without limitation, title company charges and/or recording fees) incurred in connection with the transaction.

13. Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach on any part of any Unit, or if any part of any Unit encroaches or shall hereafter encroach on any part of the Common Elements, or if any portion of any Unit encroaches on any part of any other Unit as a result of the construction, repair, reconstruction, settlement or shifting of the Building, valid mutual easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of (a) the Unit Owner of the Unit so encroaching; or (b) all the Unit Owners with respect to the Common Elements so encroaching as long as all or any part of the Building containing such Unit or Common Elements so encroaching shall remain standing, provided, however, that a valid easement for an encroachment shall in no event be created in favor of the Owner of any Unit if such encroachment occurred due to the intentional, willful or negligent conduct of said Unit Owner or that of his or her agent and/or such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by any other Unit Owner.

14. Easements.

a. Utility Easements. Easements are hereby declared and granted for utility purposes, including the right to lay, operate, maintain, repair and replace water mains and pipes, sanitary and drainage sewer lines, gas mains, telephone wires and equipment, electrical, cable television, other commercial entertainment, computer or other electronic communication conduits, cables, wires, transformers, and other equipment over, under, along and on any part of the Common Elements as they existed on the date of the Recording of the original Declaration. The Property is subject to any easements set forth on the Plat. The Board may hereafter grant other or additional easements for utility or commercial entertainment purposes or for other purposes it deems to be in the best interests of the Association and to be for the

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benefit of the Property over, under, along and on any portion of the Common Elements, and each Unit Owner and each mortgagee of a Unit hereby grants the Board an irrevocable power of attorney coupled with an interest to execute, acknowledge and record, for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, utility lines, commercial entertainment lines, components of communications systems or components of the Building's electronic systems or structural components which may run through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

- b. Easement for Public Authorities.** The duly designated officials and employees of governmental entities having jurisdiction over the Property shall have an easement to enter upon the Common Elements for the purpose of providing police and fire protection and ambulance and rescue services and enforcing the applicable laws, ordinances, rules and regulations of the said governmental entities while in the pursuit of their duties. Such right shall include a right of vehicular entry and access through and across all driveways which may be part of the Common Elements.
- c. Street and Utilities Dedication.** Upon approval by the Unit Owners having at least 67 percent of the total vote of the Association at a meeting of Unit Owners duly called for such purpose, portions of the Common Elements may be dedicated to a public body for use as, or in connection with, a street or utility. Where such a dedication is made, nothing in the Act or any other law shall be construed to require that the real property taxes of every Unit must be paid prior to Recordation of the dedication.
- d. Cable Television Easement.** Upon approval by the Unit Owners having at least a Majority of the total vote of the Association at a meeting of Unit Owners duly called for such purpose, an easement may be granted for the laying, maintenance, and repair of cable television cable. The grant of such easement shall be according to the terms and conditions of local ordinances providing for cable television.
- e. Water Damage/Erosion Protection Easement.** Upon approval by the Unit Owners having at least a Majority of the total vote of the Association at a meeting of Unit Owners duly called for such purpose, an easement may be granted to a governmental body for construction, maintenance or repair of a project for protection against water damage or erosion.
- f. Repair Easement.** The right of the Unit Owners to use and possess the Common Elements shall be subject to a blanket easement over the Common Elements in favor of the Association and its representatives, agents, associates, employees, contractors, subcontractors, tenants, successors, and assigns for the purposes of (i) access and ingress to and egress from the Property or any part

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thereof; and (ii) construction, installation, repair, replacement and restoration of utilities and any other portion of the improvements thereon, including the right to restrict and regulate access to the Common Elements for the purposes of completing such work.

g. Blanket Easement. A blanket easement over the Property is hereby granted in favor of the Association for the purpose of exercising its rights and performing its duties under the Declaration, By-Laws, the Rules and Regulations of the Association and the Act. The authorized representatives of the Association or the Board, or of the manager or managing agent for the Property, and any suppliers of water, utilities or cable television, other commercial entertainment, computer or other electronic communication services to the Property, shall be entitled to reasonable access to, over and through the individual Units as may be required in connection with the operation, maintenance, repair or replacement of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements or to service and take readings of any utility meters located within a Unit. No Unit Owner may take any action that would interfere with the ability of the Association to maintain, repair, replace or inspect the Common Elements as provided herein.

15. Association.

a. The Association shall be the governing body for all of the Unit Owners and for the administration and operation of the Property as provided in the Act, this Amended and Restated Declaration, the Articles of Incorporation of the Association, the By-Laws, and the Rules and Regulations of the Association. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Unit Owners and their respective successors and assigns.

b. Whether or not the Association is incorporated,

(i) Each Unit Owner shall be a member of such Association, which membership shall terminate on the sale or other disposition by such member of his or her Unit, at which time the new Unit Owner shall automatically become a member therein;

(ii) The provisions of Exhibit "C" to this Declaration shall be adopted as the By-Laws of the Association; and

(iii) The name of the Association shall be "The Saxony Condominium Association" or a similar name.

16. Assessments. Each Unit Owner shall pay assessments reflecting his or her proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his or her percentage of

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ownership in the Common Elements. Payment of assessments shall be in such amounts and at such times as determined and in the manner provided in the By-Laws and any Rules and Regulations and/or resolutions adopted by the Board. The Association, in the Board's sole discretion, may charge late fees for the late payment of assessments or other charges. If any Unit Owner shall fail or refuse to pay such assessments, the amount of any unpaid fine or other charges when due, the amount unpaid, together with any late fees, title company charges, management company charges, recording fees, court costs, collection costs and attorneys' fees for services incurred prior or subsequent to the institution of any court action shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses and constitute a lien on the interest of such Unit Owner in the Property. Said lien shall take effect and be in force when and as provided in the Act. Without limiting the foregoing, fees charged by the Association's property manager or managing agent pertaining to the collection of a Unit Owner's financial obligations to the Association (including, without limitation, collection account "turnover fees" and court appearance fees) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses and shall constitute a lien on the interest of such Unit Owner in the Property.

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

18. Real Estate Taxes. Real estate taxes, special assessments, and any other taxes or charges of the State of Illinois or any political subdivision thereof, or other lawful taxing or assessing body which are authorized by law to be assessed against and levied upon any real property shall be separately taxed to each Unit Owner for his or her Unit and its corresponding percentage of ownership of 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 to the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of ownership in the Common Elements. Upon authorization by a two-thirds (2/3) vote of the members of the Board or by the affirmative vote of not less than a majority of the Unit Owners at a meeting duly called for such purpose, the Board 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 such taxes, special assessments or charges, and to charge and collect all expenses incurred in connection therewith as Common Expenses.

19. Condemnation.

a. In the event of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements on the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they

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existed before the taking or condemnation. Any proceeds or awards paid to the Association shall be applied first to the cost of any restoration, and any remaining portion of such proceeds shall be, in the sole discretion of the Board, either (i) applied to pay the Common Expenses; or (ii) distributed to the remaining Unit Owners based on their current percentages of ownership in the Common Elements. Each Unit Owner hereby appoints the Association as attorney-in-fact for the purpose of representing him or her in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

b. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of this Declaration and the Act, and the court which has jurisdiction in the action shall adjust the percentages of interest in the Common Elements allocated to the remaining Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. In such cases, the President and Secretary of the Association shall execute and Record an instrument amending this Declaration on behalf of the Association as required by the Act, effective as of the effective date of the taking or condemnation, to reflect the removal of property and the adjustments, if any, in the percentages of ownership as a result of an occurrence covered by this Paragraph. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the percentage of ownership, if any, allocated to the Unit in the amendment.

20. Maintenance, Repair and Replacement of Common Elements. Except as otherwise specifically provided in this Amended and Restated Declaration, maintenance, repair, replacement and decorating of the Common Elements shall be furnished by the Board as part of the Common Expenses. However, with respect to a particular category or class of Limited Common Elements, instead of furnishing the maintenance, repair, replacement or decorating as a Common Expense, the Board, in its sole discretion, may (a) furnish such services but assess the cost thereof in whole or in part directly to the Unit Owners benefited thereby; or (b) require such Unit Owners to furnish such services to the Limited Common Elements serving their respective Units at their own cost and expense and to procure and deliver to the Association such lien waivers and contractors' and subcontractors' sworn statements as may be required to protect the Property from all mechanics or materialmen's lien claims that may arise therefrom.

21. Maintenance, Repair and Replacement by Unit Owners.

a. Each Unit Owner shall furnish and be responsible, at his or her sole cost and expense, for any and all maintenance, repairs, replacements and decorating within his or her Unit, including, without limitation, maintenance, inspection, repair,

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replacement, and cleaning of all internal installations of such Unit such as humidifiers, gas furnaces, sinks, bathtubs, toilets and other bathroom appliances, cabinets, refrigerators, ranges, dishwashers, garbage disposals and other kitchen appliances, and lighting, electrical and plumbing fixtures and any portion of any other utility service facilities situated entirely within a Unit and serving only such Unit. Upon the request of a Unit Owner, the Board may (but shall have no obligation to), in its discretion, cause maintenance services to be performed within a Unit or to the Limited Common Elements serving a Unit and may charge a reasonable fee for such services.

- b. Each Unit Owner shall be obligated to maintain and keep his or her own Unit in good, clean order and repair and to conduct regular inspections of the Unit. Without limiting the foregoing, each Unit Owner shall be responsible, at his or her sole cost and expense, for all wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring, carpeting, draperies, window shades, other window coverings, and other furnishings and interior decorating within a Unit.
- c. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit and the interior and exterior surfaces of the perimeter doors (including, without limitation, patio and balcony doors) shall be cleaned and washed by each respective Unit Owner at his or her sole cost and expense. Each Unit Owner shall be individually responsible for the maintenance, repair and replacement of all door and window locks and hardware with respect to which each Unit Owner is entitled to the exclusive use thereof.
- d. Each Unit is equipped with individual heating and air conditioning systems serving only such Unit. Notwithstanding anything to the contrary stated in this Amended and Restated Declaration, such heating and air conditioning systems serving only one Unit (regardless of whether certain system components or portions thereof may be located outside the boundaries of the Units, including, without limitation, air conditioning condenser units located on the roof of the Building) shall be deemed part of the Unit and shall be maintained, repaired, replaced, cleaned and inspected by the Unit Owner at the Unit Owner's sole cost and expense. No person shall be permitted access to the roof for any reason without the prior consent of and in strict accordance with any guidelines which may be imposed by the Association. The Board may from time to time adopt Rules and Regulations governing or establishing standards and procedures for the maintenance, repair, inspection, cleaning and appearance of such heating and air conditioning equipment.
- e. Each Unit Owner shall be required to maintain and pay for such utility services as may be separately metered or billed to each Unit by the respective utility companies and as may be required to protect the integrity of the Common Elements and the other Units. Upon reasonable request, Unit Owners shall furnish to the Association adequate proof of the maintenance of such utility services including, without limitation, copies of receipts evidencing payment for the utility services.

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Should a Unit Owner allow such utility services to be discontinued, the Association may, but shall have no obligation to, cause the utility services to be resumed and charge to the Unit Owner any and all costs and expenses incurred in connection therewith. Until paid by such Unit Owner, such costs and expenses shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses.

f. If the act or omission of a Unit Owner or Occupant or guest, invitee, licensee, visitor or pet of a Unit Owner or Occupant shall cause damage to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be at Common Expense (regardless of whether such act or omission was intentional or negligent), 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 permitted by law, nothing herein shall be deemed to require the Association to submit to its insurance carrier claims for such damage and such maintenance, repairs and replacements. In the event the Board reasonably declines to submit such claims, the Board may, in its sole discretion, charge all costs associated with the claims to the responsible Unit Owners and, until paid by such Unit Owner, such costs shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses.

g. Whenever the Board shall determine, in its sole discretion, that any maintenance, repair or replacement of any Unit or Limited Common Elements appurtenant thereto is necessary to protect the Common Elements or any other Unit, the Board may direct such Unit Owner to perform the work and to pay the cost thereof or cause the work to be done and charge the cost thereof to such Unit Owner and, until paid by such Unit Owner, such cost shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses. No Unit Owner shall have a claim against the Association or the Board for any work which is ordinarily the responsibility of the Association but which the Unit Owner himself or herself has performed or caused to be performed.

22. Additions, Alterations or Improvements. Except as otherwise expressly provided in this Declaration or the By-Laws, no additions, alterations or improvements shall be made by a Unit Owner to any part of the Common Elements (including the Limited Common Elements), and no additions, alterations or improvements shall be made by a Unit Owner to his Unit where such work alters a bearing wall or partition, configuration, ceiling, perimeter doors or windows or floor load or otherwise affects the structure of the Unit or the structural integrity or systems of a Building or increases the cost of insurance required to be carried by the Board hereunder, without the prior written consent of the Board and then only in accordance with Rules and Regulations adopted by the Board. Further, any addition, alteration or improvement of a Unit by the Unit Owner that shall affect the structure of the Unit or the Common Elements or shall affect the structural integrity of a

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Building shall conform to all plans, specifications and/or other information which the Association, in the Board's sole discretion, may require the Unit Owner to submit. The Board may require that such plans, specifications and/or other information be prepared or reviewed and approved by an architectural firm, engineering firm or other professionals selected or approved by the Board. The costs of such plans, specifications and/or other documentation or review and approval thereof (including, without limitation, architects' fees, engineers' fees and/or legal fees) shall be paid by the Unit Owner. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by a Unit Owner on the Unit Owner's agreement either (a) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set; or (b) to pay to the Association from time to time the additional costs of maintenance or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by a Unit Owner without the prior written consent of the Board, then the Board may, in its sole discretion, take any of the following actions, which actions shall not be exclusive of the remedies available to the Board under Paragraph 43 hereof:

- a. Require the Unit Owner to remove the addition, alteration or improvement and restore the Property to its previously existing condition, all at the Unit Owner's sole cost and expense; or
- b. If the Unit Owner refuses or fails to properly perform the work required under clause (a) above, the Board may cause the work to be done and may charge the Unit Owner for the cost thereof as determined by the Board; or
- c. Ratify the action taken by the Unit Owner and the Board may (but shall not be obligated to) condition such ratification on the same conditions that it may impose on the giving of its prior consent under this Paragraph.

23. Adjoining Units. A Unit Owner owning two (2) or more Units shall have the right, subject to the Rules and Regulations of the Association and on such conditions as shall reasonably be determined by the Board, to remove or otherwise alter any intervening partition, so long as the action does not weaken, impair or endanger any of the Unit or any portion of the Common Elements. The Unit Owner shall notify the Board of the nature of the removal at least ten (10) days before the commencement of any such alteration.

24. Handicapped Access. Until determined by federal or state legislation or an administrative agency or court of law having proper jurisdiction, the Common Elements shall not be subject to the public facility requirements of the Americans with Disabilities Act. To the extent required to conform to the Federal Fair Housing Amendments Act of 1988 and/or other applicable law, a Unit Owner may, at his or her sole cost and expense, make reasonable modifications to his or her Unit, the Common Elements or the Limited Common Elements serving his or her Unit, subject to the following:

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- a. All modifications must be approved by the Board prior to the commencement of construction.
- b. The Board may request that all requests for modifications to a Unit, Common Elements or Limited Common Elements be submitted in written form. However, the Association will give appropriate consideration to reasonable modification requests made orally.
- c. In cases in which a Unit Owner's or Occupant's disability is not obvious or otherwise known to the Association or if the Unit Owner's or Occupant's need for a modification is not readily apparent or known, the Board may require that a Unit Owner or Occupant provide additional information specifying the general nature of the disability, describing the requested modification and/or describing how the requested modification is necessary to provide an equal opportunity for a Unit Owner or Occupant to use and enjoy the Property.
- d. The Board may require that the Unit Owner provide copies of plans, specifications, drawings, certifications and/or other reasonable documentation describing and/or depicting the proposed modifications.
- e. The Board may establish reasonable guidelines for construction of any proposed modification and may require that the Unit Owner provide reasonable assurances that the construction will be performed in a workmanlike manner.
- f. The Board may require the Unit Owner to obtain and furnish adequate proof of any required building permits, mechanics lien waivers and other documentation customarily furnished in connection with construction projects.
- g. All modifications shall be constructed by properly insured and licensed contractors (where such insurance and licenses would otherwise be required for the proposed modification), and the Board may require that the Unit Owner furnish adequate proof of such insurance and licenses.
- h. The Board may require that, after completion, the modification will be maintained as necessary by the Unit Owner, at his or her sole cost and expense, in a safe and attractive condition.
- i. The Board may require the Unit Owner to return the Property to its previously existing condition upon the sale or other transfer of his or her Unit or the transfer of possession of the Unit to Persons who are not entitled to the modification under applicable law.

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25. Insurance.

a. The Board shall have the authority to and shall obtain insurance for the Association as follows:

(i) Property Insurance. The Association shall obtain and maintain property insurance:

(aa) On the Common Elements and the Units, including the Limited Common Elements and the bare walls, floors and ceilings of the Units;

(bb) Providing coverage for special form causes of loss; and

(cc) 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.

(ii) General Liability Insurance. The Association shall obtain and maintain 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 \$1,000,000.00, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the managing agent and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(iii) Fidelity Bond.

(aa) The Association shall obtain and maintain a fidelity bond. The fidelity bond shall cover the Association's property manager and all partners, officers and employees of the management company with whom the property manager is employed during the term of the fidelity bond, as well as the Association Board members, officers and employees who control or disburse funds of the Association. The fidelity bond shall be in the full amount of funds in the custody or control of the Association and the management company, including, without limitation, the Association reserve fund.

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(bb) The insurance company issuing the fidelity bond may not cancel or refuse to renew the bond without giving not less than ten (10) days' prior written notice to the Association.

(cc) The Association shall secure and pay for the fidelity bond.

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

(v) Other Coverage. The Association shall have the authority to obtain such other insurance including, without limitation, umbrella liability insurance in excess of the required general liability insurance in an amount deemed sufficient in the judgment of the Board, workers' compensation and employer's liability insurance in amounts deemed sufficient in the judgment of the Board and as necessary to comply with applicable law (including voluntary compensation to cover employees not covered under the Illinois statute for benefits), errors and omissions coverage for the Board members, employment practices, environmental hazards, plate glass and equipment breakdown coverage, and medical payments coverage for members of the public (not Unit Owners) injured on the Property without regard to liability of the Board or the Association, as the Board considers appropriate to protect the Association, the Unit Owners or officers, Board members or agents of the Association.

b. The insurance maintained pursuant to Paragraph 25(a)(i) herein must include the Units, the Limited Common Elements (except as otherwise determined by the Board) and the Common Elements. The insurance need not cover improvements and betterments to the Units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected. Common elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer of the Property. 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.

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- c. The Board shall have the right to select substantial deductibles to the insurance coverages required or permitted under this Paragraph 25 if the economic savings justify the additional risk and if permitted by law. The Board may, in the case of a claim for damage to a Unit or the Common Elements:
- (i) Pay the deductible amount as a common expense;
 - (ii) After notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated; or
 - (iii) Require the Unit Owners of the Units affected to pay the deductible amount.
- d. Insurance policies maintained pursuant to Paragraph 25(a) and Paragraph 25(b) herein 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 Board members; and
 - (iii) The Unit Owner waives his or her right to subrogation under the Association policy against the Association and the Board.
- e. If at the time of a loss under a policy maintained by the Association hereunder there is other insurance in the name of a Unit Owner covering the same property covered by the policy, the Association's policy shall be the primary insurance.
- f. Any loss covered by the property policy under Paragraph 25(a)(i) herein must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completely repaired or restored or the Association has been terminated as trustee.

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- g. To the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all of the Unit Owners, each Unit Owner shall be responsible for physical damage insurance on the personal property in his or her Unit and elsewhere on the Property and any improvements and betterments to his or her Unit, for his or her personal liability and for his or her additional living expense. The Board shall not be responsible for obtaining or maintaining any insurance for which Unit Owners are responsible hereunder.
- h. All Unit Owners shall obtain insurance covering their personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents or invitees or, regardless of any negligence originating from the Unit. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this Paragraph, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. If the Unit Owner does not purchase insurance required by the Board and provide copies of certificates of insurance and/or other documentation deemed sufficient by the Board in its sole discretion evidencing the required coverage, the Board may, but is not required to, purchase the insurance coverage and charge the premium cost back to the Unit Owner. The Board also may, after providing notice and an opportunity for a hearing, impose single or continuing fines against a Unit Owner who fails to purchase and/or produce evidence of such liability insurance deemed sufficient by the Board in its sole discretion. In no event is the Board liable to any party either with regard to its decision not to purchase the insurance or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.
- i. Contractors and vendors (except public utilities) doing business with the Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, the Board and the Association's managing agent as additional insured parties.
- j. Any insurer defending a liability claim against the 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.
26. **Right of First Refusal.** No right of first refusal exists in this Declaration.
27. **Association's Purchase or Sale of Unit.** The Board shall not purchase or sell a Unit without the affirmative vote of the Unit Owners representing not less than two-thirds (2/3) of the total vote of the Association at a meeting duly called for that purpose. The Board may bid to purchase at any sale of a Unit where such sale is held pursuant to an order or direction of a court upon the prior consent of the aforesaid Unit Owners where such consent sets forth a maximum price which the Board is authorized to bid and pay for

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such Unit. If the requisite consent is obtained, any Unit purchase or sale transaction shall be exercised by the Board solely for the use and benefit of all Unit Owners, including the minority of Unit Owners not consenting to the transaction.

28. Leasing of Dwelling Units.

- a. Except as otherwise provided in this Paragraph, each Unit Owner shall occupy and use his or her Dwelling Unit as a private residence, the rental or leasing of Dwelling Units shall be prohibited and no Unit Owners shall be permitted to lease their Dwelling Units or otherwise not reside in their Dwelling Units and allow other Persons to reside therein.
- b. In the event that a Unit Owner is a land trust, the holder or holders of the beneficial interest in the land trust shall be deemed to be the Unit Owner for the purposes of this Paragraph. In the event that a Unit Owner is a living trust, the trustee or co-trustees of the land trust shall be deemed to be the Unit Owner for the purposes of this Paragraph. In the event that a Unit Owner is a corporation, partnership, limited liability company or other legal entity not mentioned above capable of holding title to real property, the shareholders of a corporation, the members of a partnership, the members of a limited liability company, or persons having an equity interest in such other entity shall be deemed to be the Unit Owner for the purposes of this Paragraph. In the event there is more than one Unit Owner of record, only one such Unit Owner shall be required to occupy his or her Dwelling Unit as provided herein. Persons who are not a Unit Owner may reside in a Dwelling Unit with the Unit Owner, provided, however, that occupancy of any Unit is subject to any local ordinances and regulations governing the number of Occupants in the Unit.
- c. Exemptions to the prohibition against the leasing of Dwelling Units will be granted to the Owners of the Dwelling Units which are leased as of the effective date of this Amended and Restated Declaration. Those Unit Owners who are granted exemptions hereunder shall be permitted to continue to lease their Dwelling Units until such time as (i) a Unit Owner takes or resumes occupancy of the Dwelling Unit; or (ii) title to or the beneficial interest in the Dwelling Unit is transferred to any party other than the Unit Owner who received the exemption by any means, including, without limitation, by sale, assignment, gift or devise, whichever occurs first, after which time the exemption shall expire and other applications for exemptions will be granted in order of receipt and otherwise in accordance with any guidelines which may be established by the Board. No lease subject to the foregoing exemption shall be for a term of less than one (1) year. There shall be a total of no more than four (4) Dwelling Units subject to the foregoing exemption at any given time.

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- d. Further exemptions to the prohibition against the leasing of Dwelling Units may be granted if a written request setting forth how the Unit Owner-occupancy requirement causes a hardship to the Unit Owner is submitted to the Board and approved as provided herein. Reasons for such a hardship may include, without limitation, illness, death, loss of employment, job relocation, sabbaticals or military service of the Unit Owner or the Unit Owner's spouse. In the event the Board determines in its sole discretion that a hardship exists and that granting an exemption would be appropriate, the Board may grant permission for the Dwelling Unit to be leased or occupied by a Person in the absence of the Unit Owner for a term not to exceed one (1) year. Thereafter, the Unit Owner must reapply for hardship status in order for his or her Dwelling Unit to remain so occupied. The Board shall be under no obligation to grant such requested hardship status or any continuation thereof.
- e. No Dwelling Unit shall be leased for hotel purposes, which are defined as arrangements in which services normally furnished by a hotel (such as room service or maid service) are furnished. No portion of a Unit which is less than the entire Unit shall be leased.
- f. Any permitted lease of a Unit shall be in writing, shall contain fixed beginning and ending dates, and shall expressly provide that the lease shall be subject to the terms of this Amended and Restated Declaration, the By-Laws, the Rules and Regulations of the Association and the Act and that any failure of a tenant to comply with the terms of this Amended and Restated Declaration, the By-Laws, the Rules and Regulations and/or the Act shall constitute a default under the lease. The Unit Owner shall deliver to the Board a true and correct copy of the fully executed lease not later than occupancy or ten (10) days after the lease is signed, whichever occurs first. Failure to deliver a copy of the lease as provided herein may, in the Board's sole discretion, result in the revocation of the Unit Owner's right to lease his or her Unit.
- g. No leasing or allowing someone other than the Unit Owner to occupy a Unit shall relieve the Unit Owner from the obligations imposed upon him or her or his or her Unit pursuant to the Act, this Declaration and the By-Laws and Rules and Regulations of the Association. The Unit Owner shall remain primarily liable for these obligations.
- h. Notwithstanding anything to the contrary contained in this Paragraph, neither Units owned by the Association nor leases entered into by the Association pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure and/or other applicable law shall be subject to the leasing restrictions contained herein.
- i. In addition to the authority to levy fines against a Unit Owner for violation of this Paragraph or any other provision of this Amended and Restated Declaration, the

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By-Laws or the Rules and Regulations of the Association, the Board shall have all rights and remedies available under applicable law, including, without limitation, the right to maintain an action for possession against the Unit Owner and/or his or her tenants or Occupants under the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, an action for injunctive and/or other equitable relief, and/or an action at law for damages. Any and all unpaid charges incurred in connection with the foregoing (regardless of whether litigation is initiated by any party), including, without limitation, fines, attorneys' fees, court costs, title company charges, management company charges, recording fees, late fees and interest on the unpaid balance, shall be deemed a part of the Unit Owner's respective share of the Common Expenses, be the personal obligation of the Unit Owner, constitute a continuing lien against the Unit Owner's Unit and be collectible in the same manner as any unpaid assessments or other Common Expenses.

29. Use and Occupancy. No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit, or any two or more adjoining Units used together, shall be used for residential purposes or such other uses permitted by this Declaration and for no other purposes and shall be used in strict compliance with all municipal ordinances or other statutory provisions related to the use or occupancy of property, including, without limitation, zoning ordinances of the City of Evanston, Illinois.

30. Use Restrictions. Except as provided herein, each Dwelling Unit shall be used only as a residence or for such other purposes permitted by this Declaration. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Property. However, no Unit Owner or Occupant shall be precluded with respect to his or her Dwelling Unit from (a) maintaining a personal professional library therein; (b) keeping his or her personal business or professional records or accounts therein; (c) handling his or her business or professional telephone calls or correspondence therefrom; or (d) maintaining a computer or other office equipment within the Dwelling Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of such restriction. The intent of this restriction is to limit traffic, noise, refuse, advertising and other incidentals of operating a business which disturb the other Unit Owners and Occupants, detract from the appearance and residential character of the Property and/or lower property values. In all instances, the decision of the Board as to whether particular business activities are prohibited shall be final. The foregoing covenants of this Paragraph shall not apply to the activities of the Association and its agents.

31. Obstruction of Common Elements/Proscribed Activities.

a. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as herein expressly provided. Nothing shall be altered or constructed in or removed from the Common Elements without the prior written consent of the Association.

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The Common Elements (including, without limitation, common hallways and stairways) shall be kept free and clear of rubbish, debris and other unsightly materials and articles of personal property. Balconies and patios shall not be used for the storage of articles of personal property, including, without limitation, boxes, packages, groceries or laundry. Notwithstanding anything herein contained to the contrary, gas-powered outdoor grilling equipment, patio furniture and plants may be placed or kept on a balcony or patio, provided, however, that no plant material of any kind which overhangs the railing of any balcony may extend below the floor of such balcony, and provided further that the Board may adopt Rules and Regulations further restricting or prohibiting the use or placement of outdoor grilling equipment, patio furniture and plants on the Property. There shall be no uncovered barbecuing or operation of charcoal-powered barbecue grills on the balconies and patios or on any other portion of the Property.

b. No clothes, sheets, blankets, laundry, rugs or any other articles of any kind shall be hung out or exposed on any part of the Common Elements. The use and the covering of the interior surfaces of windows, whether by draperies, window shades or other items visible from the exterior of the Building, shall be subject to the Rules and Regulations of the Association. Except as expressly permitted by this Declaration, the By-Laws, or by applicable law, Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls, balconies or roof of the Building or on the Common Elements without the prior written consent of the Association. The display of the American flag or a military flag (or both) shall be allowed on or within the Limited Common Elements or in the immediately adjacent exterior of the Building in which the Unit of a Unit Owner is located, subject to the Rules and Regulations of the Association and applicable state and federal law.

c. The foregoing covenants of this Paragraph shall not apply to the activities of the Association and its agents.

32. Signs. No sign of any kind or other form of solicitation or advertising or window display (including, without limitation, "For Sale" and "For Rent" signs) shall be permitted on the Property except at such location and in such form as may be prescribed by the Board, with the exception that signs for candidates for political office may be placed in the Limited Common Elements adjacent to a particular Dwelling Unit for reasonable time periods prior and subsequent to elections.

33. Antennas. No mast, satellite dish, antenna or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the Common Elements of the Property without the prior written approval of the Board. Notwithstanding the foregoing, satellite dishes one meter or less and antennas designed to receive local television broadcast signals may be erected and maintained on those portions of the Property under the exclusive use and control of a Unit Owner, subject to Rules and Regulations adopted from time to time by the Board.

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Antennas must not extend beyond a Unit Owner's exclusive-use area or encroach upon any portion of the Common Elements or another Unit Owner's Unit or Limited Common Elements.

34. Animals. No animals shall be raised, bred or kept in any Unit or the Common Elements, with the exception that dogs, cats and fish and other animals of a breed or variety commonly kept as household pets may be kept in Dwelling Units, provided said animals are not kept or bred for any commercial purpose (including, without limitation, boarding purposes), are not allowed to run loose on the Property, and are kept in strict accordance with such Rules and Regulations relating to household pets as may be from time to time adopted by the Board. Each Unit Owner and Occupant shall be responsible for picking up and cleaning up after any animal kept in such Unit Owner's or Occupant's Dwelling Unit, including, without limitation, removing any waste deposited by such animal anywhere on the Common Elements. All dogs must be kept on a leash while on any portion of the Common Elements. The Board may restrict pets from access to any portions of the Common Elements and may designate other portions of the Common Elements to accommodate the reasonable requirements of Unit Owners and Occupants who keep pets. Any pet deemed by the Board, in its sole discretion, as causing or creating a nuisance or unreasonable disturbance may be permanently removed from the Property, and the Board's decision shall be final. Any Unit Owner found to be in violation of this provision, or any Rules and Regulations which the Board may adopt concerning household pets, shall subject the Unit Owner to any and all remedies available to the Association including, without limitation, a daily fine until such violation is cured.

35. Floor Coverings. The covering of the floors of Dwelling Units shall consist of materials and be installed in a manner deemed by the Board in its sole discretion to be adequately sound absorbent. The Board shall have the authority from time to time to adopt Rules and Regulations establishing standards regarding floor coverings. Any Unit Owner found to be in violation of this provision, or any Rules and Regulations which the Board may adopt concerning floor coverings, shall subject the Unit Owner to any and all remedies available to the Association including, without limitation, a daily fine until such violation is cured.

36. Air Conditioning Equipment. No air conditioning unit of any type, other than such air conditioning units installed by the developer of the Property or heretofore approved by the Association, shall be installed, permitted or maintained in or upon any part of the Common Elements of the Property without the prior written approval of the Board, which approval shall not be unreasonably withheld. The Board shall have the authority from time to time to adopt Rules and Regulations establishing standards regarding air conditioning units.

37. Parking Units. Parking Units shall be used only for the parking of passenger automobiles and motorcycles. Except in cases of emergencies, no repairs to vehicles shall be performed on the Property. The Board may adopt Rules and Regulations further restricting or prohibiting vehicle repairs and/or regulating parking on the Property.

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38. **Use Affecting Insurance.** Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Property 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 that will result in the cancellation of any insurance maintained by the Association or that would be in violation of any law. No waste shall be committed in the Common Elements.
39. **Structural Impairment.** Except as otherwise provided in the Condominium Instruments or permitted by applicable law, nothing shall be done in any Unit or in, on or to the Common Elements that would impair the structural integrity, safety or soundness of the Building or that would structurally change the Building. No Unit Owner shall overload the plumbing or the electric, cable or communications 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. No Unit Owner shall overload the floors of any Unit. Waterbeds and any other furnishings which may pose a risk of a floor overload shall be placed, kept or used in any Unit only in accordance with the prior written consent of the Board or the Association's managing agent acting in accord with the Board's direction and subject to any conditions imposed by the Board.
40. **Disposal of Trash.** Unit Owners and Occupants shall dispose of trash, garbage and other waste in a clean and sanitary manner. No trash, garbage or other waste shall be kept on stairwells or porches located outside the rear portion of the Building without the consent of the Association. The Board may from time to time adopt Rules and Regulations further governing the disposal of trash, garbage and other waste.
41. **Unit Owner and Occupant Information.** The Association shall have the right to request from Unit Owners from time to time certain information regarding the Unit Owners and Occupants. Such information may include, without limitation, the names, permanent residence addresses and telephone numbers of all Unit Owners, the names of all Occupants, the identity and mailing addresses of all lenders holding a mortgage or trust deed against a Unit, a description of all pets to be kept within the Dwelling Units, and vehicle identification information. Any expenses incurred by the Association in connection with a Unit Owner's refusal or failure to provide information as required in this Paragraph, including, without limitation, title company charges and attorneys' fees, shall be assessed to the account of the Unit Owner and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses. Unless otherwise provided by law, any Unit Owner who fails to provide address information as required by this Paragraph shall be deemed to have waived the right to receive notices at any address other than the address of his or her Dwelling Unit, and the Association shall not be liable for any loss, damages, injury or prejudice to the rights of the Unit Owner caused by any delays in receiving notices resulting therefrom.
42. **Nuisances.** No noxious or offensive activity shall be carried on in any Unit or on any other portion of the Property, and nothing shall be done on the Property, either

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willfully or negligently, which shall in the sole judgment of the Board cause unreasonable annoyance or nuisance to other Unit Owners or Occupants.

43. Remedies for Breach or Violation. In the event of any violation by any Unit Owner (either by his or her own conduct or by the conduct of any Occupant, guest, licensee, invitee or pet) of the provisions of the Act, this Amended and Restated Declaration, the By-Laws, and/or the Rules and Regulations of the Association, the Association, or its successors or assigns, or the Board, or the Association's agents, shall have each and all of the rights and remedies which may be provided for in the Act, this Amended and Restated Declaration, the By-Laws and the Rules and Regulations or which may be otherwise available by law, or any combination thereof, including, without limitation, the following.

a. Self Help. The power to enter the Unit or any portion of the Property on which, or as to which, such violation exists and to 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 meaning of the provisions hereof. In such event, neither the Association, nor the Board members, officers, employees or agents thereof, shall thereby be deemed guilty in any manner of trespass or liable for damages, provided, however, that where the violation involves an improvement located within the boundaries of a Unit, judicial proceedings shall be instituted before such improvement may be altered or demolished.

b. Involuntary Sale. The power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use and control his or her Unit, and thereupon an action may be filed by the Association against said defaulting Unit Owner for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him or her on account of said violation and ordering that all the right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, attorneys' fees and all other expenses of the proceedings and sale, and all such items shall be taxed to such defaulting Unit Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or other Common Expenses due hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser of the Unit thereupon shall be entitled to a deed to the Unit and to immediate possession of the Unit and may apply to the court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Unit so purchased subject to the Condominium Instruments, as amended from time to time.

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- c. **Fines.** The power to levy a single or continuing fine.
- d. **Eviction.** The right to take possession of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner prescribed by the forcible entry and detainer provisions of the Illinois Code of Civil Procedure, as amended from time to time.
- e. **Other Remedies.** The right to prosecute any action or other proceedings, either at law or in equity, against such defaulting Unit Owner and others for enforcement or foreclosure of the Association's lien, the appointment of a receiver for the Unit, money damages, injunction, specific performance, and any other relief.
- f. **Notice and Hearing.** Except in cases in which injury to persons or damage to property is threatened or as otherwise provided herein, the Association shall not avail itself of the remedies set forth in this Paragraph against a Unit Owner or Occupant unless (i) it has first provided to the Unit Owner or Occupant alleged to have violated any provision of the Act, Declaration, By-Laws or Rules and Regulations notice and an opportunity for a violation hearing before the Board or a duly authorized commission; and (ii) the Board shall have determined such allegations to be true. Notwithstanding the foregoing, nothing herein shall prevent the Board from proceeding against a Unit Owner and/or Occupant without providing notice and an opportunity for a violation hearing in matters involving a Unit Owner's failure to pay his or her assessments or other charges lawfully imposed by the Association or from seeking injunctive relief in connection with a violation.
- g. **Costs and Expenses.** Any and all costs and expenses incurred by the Association in connection with or attributable to a violation and/or the exercise of its authority as granted in this Paragraph, including, but not limited to, court costs, recording fees, attorneys' fees, title company charges, management company charges, and other costs of labor and materials, shall be paid by the Unit Owner in violation and, until paid by such Unit Owner, shall constitute a lien on the interest of such Unit Owner and be collectable in the same manner as any unpaid assessments or other Common Expenses.
- h. **Cumulative Remedies.** Any and all rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board. No terms, obligations, covenants, conditions, restrictions or provisions imposed hereby or contained herein shall be abrogated or waived by any failure to enforce them, no matter how many violations or breaches may occur.
44. **Rights of First Mortgagees.** A First Mortgagee, or an insurer or guarantor of the note held by a First Mortgagee, upon written request to the Association (such request to state the name and address of such First Mortgagee, insurer or guarantor and the Unit number), shall be entitled to timely written notice of:

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- a. Any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;
- b. Any proposed termination of the condominium regime;
- c. Any condemnation loss or any casualty loss which affects a portion of the Common Elements and exceeds \$10,000.00 or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder and exceeds \$1,000.00;
- d. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of a First Mortgagee, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days; and
- e. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

45. Severability. The invalidity of any restriction hereby imposed or of any provision hereof or of any part of such restriction or provision shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Amended and Restated Declaration. All of the terms hereof are hereby declared to be severable.

46. Construction. The provisions of this Amended and Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the administration and operation of a quality residential condominium development.

47. Board 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 this Amended and Restated Declaration, the By-Laws or the Rules and Regulations of the Association, the determination by the Board shall be final and binding on each and all of such Unit Owners.

48. Captions. The Paragraph headings herein are intended for convenience only and shall not be construed with any substantive effect.

49. Grantees. Each grantee, purchaser under articles of agreement for deed, mortgagee, tenant under a lease and any other Person having at any time any interest or estate in the Property accepts the same subject to all covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are hereby granted, created, reserved or declared, the By-Laws, the Articles of Incorporation and Rules and Regulations of the Association, and the jurisdiction, rights and powers created or reserved by the provisions of the Act, as at any time amended. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind and inure to the benefit of each grantee, contract purchaser, mortgagee, tenant or other Person having at any time an interest or estate in the Property

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in like manner as though the provisions of this Amended and Restated Declaration were recited and stipulated at length in each and every deed of conveyance, installment contract, lease, mortgage, trust deed or other instrument evidencing such interest or estate in the Property.

50. Perpetuities and Restraints on Alienation. If any of the covenants, conditions, restrictions, easements, reservations, liens, charges or rights created by this Amended and Restated Declaration shall be unlawful, void or voidable for violation of (a) the rule against perpetuities or some analogous statutory provision; (b) the rule restricting restraints on alienation; or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue and endure only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time of Recording of this Amended and Restated Declaration.

51. Land Trustee or other Entity as Unit Owner.

a. In the event title to any Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, liens and other charges made hereunder, and for the performance of all agreements, covenants and undertakings chargeable or created under this Amended and Restated Declaration against such Unit. The amount of such assessments, liens and charges shall continue to be obligations or liens upon the Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit.

b. Upon the conveyance of title to any Unit to a title holding trust, corporation, partnership, limited liability company or other legal entity capable of holding title to real property, the names and residence addresses of all trustees, co-trustees and beneficiaries of a trust, all shareholders of a corporation, all members of a partnership, all members of a limited liability company, or all other persons having an equity interest in such entity shall be disclosed to the Association. Such obligation to furnish information shall be of a continuing nature and shall include the obligation to provide the Association with written notice of any changes in such information within fourteen (14) days of such changes.

52. Notices. Any notice required to be sent to any Unit Owner under the provisions of this Amended and Restated Declaration or the By-Laws shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Unit Owner as it appears in the records of the Association at the time of such mailing, or upon being deposited at the door to the Unit Owner's Dwelling Unit or other designated address on file with the Association. Notices required to be given to any devisee, heir or personal representative of a deceased Unit Owner may be delivered either personally or by

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mail to such party at his, her or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

53. Amendment.

a. The provisions of Paragraphs 1, 3, 4, 5, 7, 10, 13, 14, 44 and this Paragraph 53 of this Amended and Restated Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by all members of the Board, the Unit Owners having at least two-thirds (2/3) of the total vote and all mortgagees having bona fide liens of record against any Unit. Other provisions of this Declaration may be amended, changed or modified by an instrument in writing setting forth such amendment, change or modification, signed and acknowledged by the President or Vice President and the Secretary or Assistant Secretary of the Association and containing an affidavit by an officer of the Association certifying that (a) the Unit Owners having at least 67 percent of the total vote have approved such amendment, change or modification; and (b) 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 be effective upon Recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provision in this Amended and Restated Declaration may be amended, changed or modified so as to conflict with the provisions of the Act.

b. The approval of First Mortgagees of Units who have requested that the Association notify them of any proposed action that requires the consent of a specified percentage of such mortgagees ("Eligible First Mortgagees") and which represent at least 51 percent of the Units subject to a mortgage or trust deed held by an Eligible First Mortgagee shall be required to materially amend any provisions in the Declaration or By-Laws or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

- (i) Voting;
- (ii) Assessments, assessment liens or subordination of such liens;
- (iii) Reserves for maintenance, repair and replacement of the Common Elements;
- (iv) Insurance or fidelity bonds;
- (v) Rights to use the Common Elements;
- (vi) Responsibility for maintenance and repair of the Common Elements;

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- (vii) The addition, annexation or withdrawal of property from the condominium;
- (viii) Boundaries of any Unit;
- (ix) Interests in the Common Elements or Limited Common Elements;
- (x) Convertibility of Units into Common Elements or of Common Elements into Units;
- (xi) Leasing of Units;
- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer or otherwise convey his or her Unit;
- (xiii) Establishment of self-management by the Association where professional management has been required by the Federal Home Loan Mortgage Corporation ("FHLMC"), the Federal National Mortgage Association ("FNMA"), the United States Department of Housing and Urban Development ("HUD"), the Federal Housing Association ("FHA") or the United States Department of Veteran's Affairs (formerly known as the United States Veteran's Administration) ("VA"); or
- (xiv) Any provisions which expressly benefit First Mortgagees, insurers or guarantors or the FHLMC, FNMA, HUD, FHA or VA.

The approval of Eligible First Mortgagees shall be implied when such a mortgagee fails to submit a response to any written proposal for an amendment within thirty (30) days after it receives proper notice of the proposal, delivered by certified or registered mail, with a return receipt requested.

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This Amended and Restated Declaration of Condominium Ownership shall become effective upon Recordation in the office of the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, the undersigned duly elected officers of The Saxony Condominium Association, an Illinois Not-For-Profit Corporation, have duly executed this Amended and Restated Declaration of Condominium Ownership for The Saxony Condominium on this 3rd day of October, 2009.

THE SAXONY CONDOMINIUM ASSOCIATION, an Illinois Not-For-Profit Corporation

By: Michael Jones
President

Attest: Paula Lopez
Secretary

Property of Cook County Clerk's Office

[Signature] 10/03/09

"OFFICIAL SEAL"
CINTHYA SALDANA
Notary Public, State of Illinois
My Commission Expires Dec. 19, 2009
Commission No. 640966

"OFFICIAL SEAL"
CINTHYA SALDANA
Notary Public, State of Illinois
My Commission Expires Dec. 19, 2009
Commission No. 640966

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STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

I, Amela S Lopez, hereby certify that I am the duly elected and qualified Secretary of The Saxony Condominium Association, an Illinois Not-For-Profit Corporation, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration of Condominium Ownership for The Saxony Condominium has been approved by the Unit Owners having at least 67 percent of the total vote.

I further certify that a copy of the attached Amended and Restated Declaration of Condominium Ownership for The Saxony Condominium 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 this affidavit.

Amela S Lopez
Secretary

Dated at Evanston, Illinois, this 3rd day
of October, 2009

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

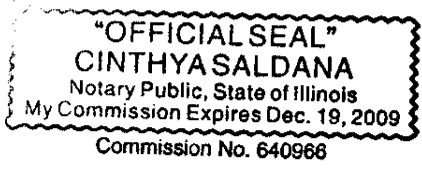
I, Cynthia Saldana, a Notary Public in and for said county in the state aforesaid, do hereby certify that the aforesaid officer of The Saxony Condominium Association, an Illinois Not-For-Profit Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he/she signed, sealed and delivered the same instrument as his/her free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 3rd
day of October, 2009.

[Signature]
Notary Public

My commission expires: 12/19/09

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Exhibit "A"

Legal Description

THE FOLLOWING UNITS IN THE SAXONY CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOTS 29, 30 AND 31 IN HOWARD TERMINAL ADDITION, A SUBDIVISION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0010306252, TOGETHER WITH THEIR RESPECTIVE UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Unit	F.I.N.	Street Address
134-G	11-30-210-040-1001	134 Clyde Avenue, Unit 134-G, Evanston, IL 60202
134-1E	11-30-210-040-1002	134 Clyde Avenue, Unit 134-1E, Evanston, IL 60202
134-1W	11-30-210-040-1003	134 Clyde Avenue, Unit 134-1W, Evanston, IL 60202
134-2E	11-30-210-040-1004	134 Clyde Avenue, Unit 134-2E, Evanston, IL 60202
134-2W	11-30-210-040-1005	134 Clyde Avenue, Unit 134-2W, Evanston, IL 60202
134-3E	11-30-210-040-1006	134 Clyde Avenue, Unit 134-3E, Evanston, IL 60202
134-3W	11-30-210-040-1007	134 Clyde Avenue, Unit 134-3W, Evanston, IL 60202
136-1S	11-30-210-040-1008	136 Clyde Avenue, Unit 136-1S, Evanston, IL 60202
136-1N	11-30-210-040-1009	136 Clyde Avenue, Unit 136-1N, Evanston, IL 60202
136-2S	11-30-210-040-1010	136 Clyde Avenue, Unit 136-2S, Evanston, IL 60202
136-2N	11-30-210-040-1011	136 Clyde Avenue, Unit 136-2N, Evanston, IL 60202
136-3S	11-30-210-040-1012	136 Clyde Avenue, Unit 136-3S, Evanston, IL 60202
136-3N	11-30-210-040-1013	136 Clyde Avenue, Unit 136-3N, Evanston, IL 60202
138-1	11-30-210-040-1014	138 Clyde Avenue, Unit 138-1, Evanston, IL 60202
138-2	11-30-210-040-1015	138 Clyde Avenue, Unit 138-2, Evanston, IL 60202
138-3	11-30-210-040-1016	138 Clyde Avenue, Unit 138-3, Evanston, IL 60202
140-G	11-30-210-040-1017	140 Clyde Avenue, Unit 140-G, Evanston, IL 60202
140-1E	11-30-210-040-1018	140 Clyde Avenue, Unit 140-1E, Evanston, IL 60202
140-1W	11-30-210-040-1019	140 Clyde Avenue, Unit 140-1W, Evanston, IL 60202
140-2E	11-30-210-040-1020	140 Clyde Avenue, Unit 140-2E, Evanston, IL 60202
140-2W	11-30-210-040-1021	140 Clyde Avenue, Unit 140-2W, Evanston, IL 60202
140-3E	11-30-210-040-1022	140 Clyde Avenue, Unit 140-3E, Evanston, IL 60202
140-3W	11-30-210-040-1023	140 Clyde Avenue, Unit 140-3W, Evanston, IL 60202
G-1	11-30-210-040-1024	136 Clyde Avenue, Unit G-1, Evanston, IL 60202
G-2	11-30-210-040-1025	136 Clyde Avenue, Unit G-2, Evanston, IL 60202
G-3	11-30-210-040-1026	138 Clyde Avenue, Unit G-3, Evanston, IL 60202
G-4	11-30-210-040-1027	140 Clyde Avenue, Unit G-4, Evanston, IL 60202

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Exhibit "B"

Percentages of Ownership Interest in Common Elements

Unit	Percentage of Ownership	Street Address
134-G	3.00	134 Clyde Avenue, Unit 134-G, Evanston, IL 60202
134-1E	4.49	134 Clyde Avenue, Unit 134-1E, Evanston, IL 60202
134-1W	4.01	134 Clyde Avenue, Unit 134-1W, Evanston, IL 60202
134-2E	4.49	134 Clyde Avenue, Unit 134-2E, Evanston, IL 60202
134-2W	4.01	134 Clyde Avenue, Unit 134-2W, Evanston, IL 60202
134-3E	4.49	134 Clyde Avenue, Unit 134-3E, Evanston, IL 60202
134-3W	4.01	134 Clyde Avenue, Unit 134-3W, Evanston, IL 60202
136-1S	4.35	136 Clyde Avenue, Unit 136-1S, Evanston, IL 60202
136-1N	4.90	136 Clyde Avenue, Unit 136-1N, Evanston, IL 60202
136-2S	4.35	136 Clyde Avenue, Unit 136-2S, Evanston, IL 60202
136-2N	4.90	136 Clyde Avenue, Unit 136-2N, Evanston, IL 60202
136-3S	4.35	136 Clyde Avenue, Unit 136-3S, Evanston, IL 60202
136-3N	4.90	136 Clyde Avenue, Unit 136-3N, Evanston, IL 60202
138-1	4.35	138 Clyde Avenue, Unit 138-1, Evanston, IL 60202
138-2	4.35	138 Clyde Avenue, Unit 138-2, Evanston, IL 60202
138-3	4.35	138 Clyde Avenue, Unit 138-3, Evanston, IL 60202
140-G	3.02	140 Clyde Avenue, Unit 140-G, Evanston, IL 60202
140-1E	4.49	140 Clyde Avenue, Unit 140-1E, Evanston, IL 60202
140-1W	4.01	140 Clyde Avenue, Unit 140-1W, Evanston, IL 60202
140-2E	4.49	140 Clyde Avenue, Unit 140-2E, Evanston, IL 60202
140-2W	4.01	140 Clyde Avenue, Unit 140-2W, Evanston, IL 60202
140-3E	4.49	140 Clyde Avenue, Unit 140-3E, Evanston, IL 60202
140-3W	4.01	140 Clyde Avenue, Unit 140-3W, Evanston, IL 60202
G-1	0.545	136 Clyde Avenue, Unit G-1, Evanston, IL 60202
G-2	0.545	136 Clyde Avenue, Unit G-2, Evanston, IL 60202
G-3	0.545	138 Clyde Avenue, Unit G-3, Evanston, IL 60202
G-4	0.545	140 Clyde Avenue, Unit G-4, Evanston, IL 60202

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EXHIBIT "C"

BY-LAWS FOR

THE SAXONY CONDOMINIUM ASSOCIATION

ARTICLE I

General Provisions

The Association is responsible for the overall administration of the Property through its duly elected Board of Managers. Whether or not incorporated, the Association shall have such powers, not inconsistent with the Condominium Property Act of the State of Illinois, as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized and to do every other act not inconsistent with applicable law that may be appropriate to promote and attain the purposes set forth in the Condominium Property Act or the Condominium Instruments. All capitalized terms used but not defined herein that are defined in the Amended and Restated Declaration of Condominium Ownership for The Saxony Condominium (sometimes herein referred to as the "Amended and Restated Declaration" or the "Declaration") shall have the same meaning as ascribed to such terms in said document.

ARTICLE II

Registered Agent and Office

The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office. The Association may have other offices within the State of Illinois as the Board may from time to time determine.

ARTICLE III

Members

Section 1. *Classes of Members, Membership and Termination of Membership.* The Association shall have one class of members. Each Unit Owner shall be a member of the Association, which membership shall terminate on the sale or other disposition of a member's Unit, at which time the new Unit Owner automatically shall become a member of the Association. Such termination shall not relieve or release any former Unit Owner from any liability or obligation incurred under or in any way connected with the Condominium or the Association during the period of such ownership and membership in the Association. Furthermore, such termination shall not impair any rights or remedies that the Association or others may have against a former Unit Owner arising from or in any way connected with such ownership and membership and the covenants and obligations incident to

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membership. Membership in the Association is not transferable or assignable, except as provided herein.

Section 2. *Votes and Voting Rights.*

- a. The total number of votes of all Unit Owners shall be one hundred (100). Each Unit Owner shall be entitled to the number of votes equal to his or her percentage of ownership interest in the Common Elements (as defined in the Declaration).
- b. If a Unit is owned by more than one Person, the voting rights with respect to such Unit shall not be divided but shall be exercised as if the Unit Owner consisted of only one Person in accordance with the proxy or other designation made by the Persons constituting such Unit Owner. If only one of the Persons constituting such Unit Owner is present, he or she shall be entitled to cast the votes allocated to the Unit. If more than one of the Persons constituting such Unit Owner are present, the votes allocated to the Unit may be cast only in accordance with the agreement of a majority in interest of such Persons. Agreement by a majority in interest of such Persons shall be deemed to exist if any of the Persons casts the votes allocated to such Unit without protest being made promptly to the individual presiding over the meeting by any other Persons constituting the Unit Owner.
- c. Any specified percentage of the Unit Owners, whether a Majority or otherwise, for the purposes of voting or for any other purpose, wherever provided in these By-Laws, shall mean such percentage of the total number of votes hereinabove set forth. Such percentage shall be computed in the same manner as is a specified percentage of the Unit Owners of the Condominium as provided in the Declaration. When thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes as provided herein, any percentage vote of the Unit Owners specified herein or in the Declaration shall require the specified percentage by number of Units rather than by percentage of interest in the Common Elements allocated to Units that would otherwise be applicable. For purposes of this Section 2(c), when making a determination of whether thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the votes in the Association, a Unit shall not include a garage unit or a storage unit.

Section 3. *Installment Contracts.* Anything herein to the contrary notwithstanding, in the event of a sale of a Unit, the purchaser of such Unit pursuant to an installment contract shall, during such times as he or she resides in the Unit, be counted toward a quorum for the purpose of election of members of the Board at any meeting of the Unit Owners called for the purpose of electing members of the Board and have the right to vote for the election of members of the Board and to be elected to and serve on the Board, unless the seller

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expressly retains in writing any or all of such rights. In no event may both the seller and purchaser be counted toward a quorum, be permitted to vote, or be elected to serve on the Board. Satisfactory evidence of the existence and terms of the installment contract as they relate to the subject matter of this Section shall be made available to the Association or its agents. "Installment Contract" shall have the same meaning as set forth in Section 1(e) of the Illinois Dwelling Unit Installment Contract Act, as amended from time to time.

ARTICLE IV Meetings of Unit Owners

Section 1. *Annual Meeting.*

- a. An annual meeting of the Unit Owners for the purpose of electing Board members and for the transaction of such other business as may come before the meeting shall be held on the first Wednesday in November each year at 8:00 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by the meeting notice. If the election of members of the Board shall not be held when designated herein for any annual meeting or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Unit Owners called as soon thereafter as it conveniently may be held.
- b. The Board may disseminate to the Unit Owners biographical and background information about candidates for election to the Board if reasonable efforts are made to identify all candidates and all candidates are given an opportunity to include biographical information and background material in the information to be disseminated and the Board does not express a preference in favor of any candidate.

Section 2. *Special Meetings.* Special meetings of the Unit Owners may be called by the Board, the President or not less than twenty percent (20%) of the Unit Owners. All matters to be considered at special meetings of the Unit Owners called by not less than twenty percent (20%) of the Unit Owners shall first be submitted in writing to the Board not less than ten (10) days before the date of the special meeting of the Unit Owners called to consider such matters.

Section 3. *Place and Time of Meeting.* All meetings of the Unit Owners shall take place at 8:00 p.m. on the Property or at such other reasonable place or time designated by the Board.

Section 4. *Notice of Meetings.* Written or printed notice stating the purpose, place, day and hour of any meeting of the Unit Owners shall be mailed or delivered to each Unit Owner not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or the Secretary or the officer or persons calling the meeting. The notice of a meeting shall be deemed mailed or delivered when

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deposited in the United States mail addressed to the Unit Owner at his or her address as it appears in the records of the Association, with proper postage thereon prepaid, or upon personal delivery to such address.

Section 5. *Quorum.* The Unit Owners present at a meeting in person or by proxy holding twenty percent (20%) of the votes that may be cast at any meeting shall constitute a quorum at such meeting. A quorum shall be deemed present throughout any meeting if the Unit Owners holding twenty percent (20%) of the votes that may be cast are present in person or by proxy at the time during which the meeting is called to order.

Section 6. *Proxies.* At any meeting of the Unit Owners, a Unit Owner entitled to vote may vote either in person or by proxy, executed in writing by the Unit Owner or by his or her duly authorized attorney in fact. All proxies must bear the date of execution. No proxy shall be valid after eleven (11) months from the date of its execution. Any proxy distributed by the Board for election of members of the Board shall give Unit Owners the opportunity to designate any person as the proxy holder and shall give the Unit Owners the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

Section 7. *Manner of Acting.* Except as set forth below and except as otherwise required by the Declaration or the Act, any action to be taken at any meeting of the Unit Owners at which a quorum is present shall be on the affirmative vote of more than fifty percent (50%) of the Unit Owners represented at such meeting. The following matters shall require the affirmative vote of two-thirds (2/3) or more of all the Unit Owners at a meeting duly called for that purpose:

- a. Merger or consolidation of the Association;
- b. Sale, lease, exchange or other disposition (excluding the mortgage or pledge) of all or substantially all of the property and assets of the Association; and
- c. The purchase and sale of land or Units on behalf of the Unit Owners.

ARTICLE V Board of Managers

Section 1. *In General.* The affairs of the Association shall be managed by the Board, which shall act as the Board of Managers of the Condominium as provided in the Act and the Declaration.

Section 2. *Number, Tenure and Qualifications.* There shall be five (5) members of the Board. The terms of all existing members of the Board shall expire as of the date of the first annual meeting of the Unit Owners to be convened subsequent to the effective date of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The

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Saxony Condominium. Commencing with the date of the first annual meeting of the Unit Owners to be convened subsequent to the effective date of said Amended and Restated Declaration, the terms of members of the Board to be elected there shall be staggered as follows: the five (5) candidates receiving the greatest number of votes shall be elected to the Board; the three (3) candidates receiving the greatest number of votes each shall be elected for a term of two (2) years and until his or her successor shall have been elected and qualified, and the two (2) candidates receiving the next highest number of votes each shall be elected for a term of one (1) year and until his or her successor shall have been elected and qualified. Commencing at the second annual meeting of the Unit Owners to be convened subsequent to the effective date of said Amended and Restated Declaration, and during each year thereafter, each elected member of the Board shall serve for a term of two (2) years and until his or her successor shall have been elected and qualified. Members of the Board shall be elected solely by, from and among the Unit Owners. All members of the Board shall be elected at large. The terms of at least one-third (1/3) of the members of the Board shall expire annually. Each member of the Board shall hold office without compensation, provided, however, that upon the presentation of receipts or other appropriate documentation a Board member shall be reimbursed by the Association for reasonable out of pocket expenses incurred in the course of his or her performance of his or her duties as a Board member. In the event that a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust or manager of such other legal entity may be eligible to serve as a member of the Board. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time. A member of the Board may succeed himself or herself in office.

Section 3. *Election.*

- a. At each annual meeting of the Unit Owners, the Unit Owners shall be entitled to elect Board members, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The election as between candidates receiving the same number of votes shall be determined by lot. Cumulative voting shall not be permitted. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of the ballots at such election.
- b. Upon adoption of appropriate Rules and Regulations by the Board, the election may be conducted by secret ballot whereby the voting ballot is marked only with the percentage interest for the Unit and the vote itself, provided that the Board further adopt rules to verify the status of the Unit Owner issuing a proxy or casting a ballot.

Section 4. *Regular Meetings.* A regular annual meeting of the Board shall be held immediately after and at the same place as the annual meeting of Unit Owners. By resolutions adopted by the Board from time to time, the Board shall provide the time and

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place for the holding of additional regular meetings of the Board. The Board shall meet at least four (4) times per year.

Section 5. *Special Meetings.* Special meetings of the Board may be called by the President or by twenty-five percent (25%) of the members of the Board. The person or persons permitted to call special meetings of the Board may fix the time and place for holding any special meeting of the Board called by them.

Section 6. *Notice of Board Meetings.* Written notice of any regular or special meeting of the Board shall be mailed or delivered to all members of the Board not calling the meeting at least forty-eight (48) hours before the date of such special meeting. All such notices shall be deemed to be mailed or delivered when deposited in the United States mail addressed to each member at his or her address as it appears in the records of the Association, with proper postage thereon prepaid, or when personally delivered to the Board member's Unit or other designated address on record with the Association. The business to be transacted at or the purpose of any regular or special meeting of the Board shall be specified in the notice. Copies of notices of meetings of the Board shall be posted in entranceways or other conspicuous places on the Property designated by the Board at least forty-eight (48) hours before the meeting, except where there is no common entranceway for seven (7) or more Units, the Board may designate one or more places in the proximity of these Units where the notices of meetings shall be posted.

Section 7. *Quorum.* A majority of the members of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 8. *Manner of Acting.* The act of a majority of the members of the Board present at a meeting of the Board at which a quorum is present shall be the act of the Board, except when otherwise provided by law or in the Condominium Instruments.

Section 9. *Vacancies.*

- a. Any vacancy occurring on the Board by reason of death, removal or resignation of a member of the Board shall be filled by the two-thirds (2/3) vote of the remaining members of the Board. If a Board member ceases to be a Unit Owner, he or she shall be deemed to have resigned as of the date of such cessation. A Unit Owner elected by the Board to fill a vacancy shall serve until the next annual meeting of the Unit Owners, provided that if a petition is filed with the Board signed by the Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the unexpired term of office of his predecessor, the term of the member of the Board so elected by the Board shall terminate thirty (30) days after the filing of the petition and a meeting of the Unit Owners for the purpose of filling such vacancy for such unexpired term shall be called no later than thirty (30) days following the filing of such petition.

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- b. 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. 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 the Unit Owners may be called to fill all vacancies for the unexpired terms of the members of the Board.

Section 10. *Removal.* Any member of the Board may be removed, with or without cause, from office by the affirmative vote of the Unit Owners representing two-thirds (2/3) of the total vote of the Association at a regular or special meeting of the Unit Owners called for such purpose. Any Board member whose removal has been proposed by the Unit Owners shall be given a reasonable opportunity to be heard at the meeting.

Section 11. *Adoption of Rules and Regulations.* All Rules and Regulations or amendments thereto shall be adopted by the Board 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, which Rules and Regulations shall conform to the requirements of the Act, the Declaration and these By-Laws. No quorum is required at such meeting of the Unit Owners. 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 I of the Illinois Constitution, including, but not limited to, the free exercise of religion. No Rules or Regulations shall prohibit any reasonable accommodation for religious practices, including the attachment of religiously mandated objects to the front-door area of a Unit.

Section 12. *Open Meetings.* All meetings of the Board, whether regular or special, shall be open to the Unit Owners, except for meetings or portions of meetings held:

- a. 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;
- b. To consider information regarding appointment, employment or dismissal of an employee; or
- c. To discuss violations of the Association's Rules and Regulations or a Unit Owner's unpaid share of Common Expenses.

Any vote on the above matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meetings or portions thereof required to be open by the Act or these By-Laws by tape, film or other means, subject to reasonable Rules and Regulations prescribed by the Board to govern the right to make such recordings.

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Section 13. *Contracts.* The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a Board member's immediate family has a twenty-five percent (25%) or more interest unless notice of intent to enter into the contract is given to the Unit Owners within twenty (20) days after a decision is made to enter into the contract and the Unit Owners are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Unit Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For the purposes of this Section, a Board member's immediate family means the Board member's spouse, parents and children.

ARTICLE VI Officers

Section 1. *Officers.* The officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board shall see fit to elect.

Section 2. *Election and Term of Office.* The officers of the Association shall be elected annually by the Board at its first regular meeting held after the annual meeting of the Unit Owners from among the members of the Board and shall hold office at the discretion of the Board. Vacancies in any officer position may be filled and new offices may be created and filled or deleted at any meeting of the Board. Each officer shall hold office until the first regular Board meeting held after the next succeeding annual meeting of the Unit Owners and until his or her successor shall have been duly elected and qualified. An officer may hold two positions and may succeed himself or herself in office. Officers shall serve without compensation.

Section 3. *Removal.* Any officer elected by the Board may be removed, with or without cause, by a majority vote of the members of the Board.

Section 4. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board for the unexpired portion of the term of the officer no longer serving.

Section 5. *President.* The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Unit Owners and of the Board. The President may sign, together with the Secretary or any other proper officer of the Association authorized by the Board, any contracts or other instruments the Board has authorized to be executed and any amendment to the Declaration, these By-Laws or the Plat as provided for in the Act and in the Condominium Instruments, and, in general, shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

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Section 6. *Vice President.* In the absence of the President or in the event of the President's inability or refusal to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents, in order of their election) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all of the restrictions on the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board.

Section 7. *Secretary.* The Secretary shall keep the minutes of the meetings of the Unit Owners and of the Board, see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, mail and receive all notices on behalf of the Association, together with the President, execute on behalf of the Association documents as required or permitted by the Declaration, these By-Laws or the Act, be custodian of the records and corporate seal of the Association and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board.

Section 8. *Treasurer.* The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association and for keeping full and accurate accounts of all receipts and disbursements in the Association's books of account kept for such purpose, receive and give receipts for money due and payable to the Association from any source whatsoever, deposit all such money in the name of the Association in those banks, trust companies or other depositories as shall be selected in accordance with the provisions of these By-Laws and, in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board.

ARTICLE VII

Powers and Duties of the Association and Board

Section 1. *General Powers and Duties of the Board.* The Board shall exercise for the Association all powers, duties and authority vested in the Association by the Act, the General Not For Profit Corporation Act of the State of Illinois, and the Condominium Instruments, including but not limited to, the following:

- a. Operation, care, upkeep, maintenance, replacement and improvement of the Common Elements to the extent the operation, care, upkeep, maintenance, replacement and improvement of Limited Common Elements is not imposed on Unit Owners under the Condominium Instruments.
- b. Preparation, adoption and distribution of the Annual Budget for the Property.
- c. Levying and expending of assessments.
- d. Collection of assessments from Unit Owners.

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- 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 and requiring the Unit Owners to obtain insurance covering their personal liability and other coverage as provided by the Condominium Instruments or by law.
- g. Owning, conveying, encumbering, leasing and otherwise dealing with Units and land conveyed to or purchased by the Association.
- h. Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property.
- i. Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property.
- j. Having access to each Unit and its appurtenant Limited Common Elements 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 therein necessary to prevent damage to the Common Elements or to another Unit or Units. Except in cases of emergency, the Board shall provide reasonable notice before entering any Unit. Such entry shall be made with as little inconvenience to the Unit Owners as practicable.
- k. Borrowing money at such rates of interest as it may determine, issuing its notes, bonds and other obligations to evidence such borrowing and securing any of its obligations by making a mortgage or giving a security interest in all or any of its property or income, provided, however, that in no event shall the Board enter into a mortgage or encumbrance to be Recorded as a lien on the Common Elements.
- l. Paying real estate property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof or other lawful taxing or assessing body that are authorized by law to be assessed and levied on the real property of the Condominium (other than assessments on Units not owned by the Association).
- m. Imposing charges for late payments of a Unit Owner's proportionate share of the Common Expense or any other expenses lawfully agreed on and, after notice and an opportunity to be heard, levying reasonable fines for violation of the Declaration, By-Laws and Rules and Regulations of the Association.

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- n. Assigning the Association's rights to future income from assessments or other sources and to mortgage or pledge substantially all of the remaining assets of the Association, by a majority vote of the entire Board.
- o. Recording the dedication of a portion of the Common Elements to a public body for use as or in connection with a street or utility, when authorized by the Unit Owners pursuant to the Declaration and the Act.
- p. Recording the granting of an easement for the laying of cable television cable when authorized pursuant to the Declaration and the Act and, if available and determined by the Board to be in the best interests of the Association, obtaining cable television service for all of the Units on a bulk identical service and equal cost per Unit basis and assessing and recovering the expense as a Common Expense and, if so determined by the Board, to assess each and every Unit on the same equal cost per Unit basis.
- q. Recording the grant of an easement for construction, maintenance or repair of a project for protection against water damage or erosion when authorized pursuant to the Declaration and the Act.
- r. Making reasonable accommodations for the needs of handicapped Unit Owners, as required by the Illinois Human Rights Act and other applicable statutes and ordinances, in the exercise of the Board's powers with respect to the use of the Common Elements or approval of modifications in an individual Unit.
- s. Accepting service of a notice of claim for purposes of the Illinois Mechanics Lien Act on behalf of each Unit Owner with respect to improvements performed pursuant to any contract entered into by the Board pursuant to the Act and distributing the notice to the Unit Owners within seven (7) days of the acceptance of the service by the Board. The service shall be effective as if each individual Unit Owner had been served individually with notice.
- t. Establishing and maintaining a system of master metering of public utility services and collecting payments in connection therewith, subject to the requirements of the Illinois Tenant Utility Payment Disclosure Act.
- u. Creating and appointing persons to a commission which may or may not have Board members as members thereof, which commission may not act on behalf of the Association or bind it to any action but may make recommendations to the Board. Members of each such commission or similar body shall be Unit Owners and may be removed by the Board whenever in the Board's judgment and sole discretion the best interests of the Association shall be served by such removal.

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- v. Any powers and duties which are specifically required by the Act from time to time, including, without limitation, those powers and duties set forth in Sections 18 and 18.4 of the Act.

Section 2. *Specific Powers and Duties.* Anything herein contained to the contrary notwithstanding, the Association shall have the following powers:

- a. To engage the services of a property manager, community manager or managing agent, who may be any person, firm, corporation or other entity, on such terms and compensation and for such duration as the Board deems reasonable.
- b. To engage the services of any persons (including, but not limited to, engineers, architects, accountants and attorneys) deemed necessary by the Association at such compensation as is deemed reasonable by the Board, in the administration, operation, repair, maintenance and management of the Property or in connection with any duty, responsibility or right of the Association, and to remove any such personnel at any time.
- c. To establish or maintain one or more bank accounts for the deposit of any funds paid to or received by the Association.
- d. To invest any funds of the Association in certificates of deposit, money market funds or comparable investments.

Section 3. *Fiduciary Duty.* In the performance of their duties, the officers and members of the Board shall exercise the care required of a fiduciary of the Unit Owners.

Section 4. *Business Activities.* Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Unit Owners or any of them. The granting of licenses, leases or concessions or imposition of user charges shall not be considered conducting an active business for profit.

Section 5. *Authorized Expenditures.* The Association shall acquire and make arrangements for and pay for out of the Maintenance Fund, in addition to the manager, managing agent or other personnel above provided for, the following:

- a. Water, waste removal, heating, electricity, telephone or other necessary utility services for the Common Elements and such services to the Units as are not separately metered or charged to the Unit Owners.
- b. Such insurance as the Association is required or permitted to obtain as provided in the Declaration.

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- c. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintaining, decorating, repairing and replacing portions of the Common Elements and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper. The Association shall have the exclusive right and duty to acquire the same for the Common Elements. The Association may, at its option, charge expenses relative to the maintenance, repair and replacement of the Limited Common Elements to the Unit Owner or Unit Owners to whom the exclusive use of the Limited Common Elements is assigned as shall be determined by the Board.
- d. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments that the Association deems necessary or proper for the maintenance and operation of the Property or for the enforcement of any restrictions or provisions contained herein.
- e. Any amount necessary to discharge any mechanics lien or other encumbrance levied against the Property or any part thereof that may in the opinion of the Association constitute a lien against the Property or against the Common Elements rather than merely against the interest therein of particular Unit Owners. When one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Association by reason of said lien or liens shall be separately assessed to said Unit Owners and shall, until paid by such Unit Owners, constitute a lien on the interest of such Unit Owners in the Property, which lien may be perfected and foreclosed in the manner provided in the Act with respect to liens for failure to pay a share of the Common Expenses and/or otherwise collected in the same manner as any unpaid assessments or other unpaid Common Expenses.
- f. Maintenance and repair of any Unit or any other portion of the Property that a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the sole discretion of the Association, to protect the Common Elements or any other portion of the Property, provided that the Association shall levy a charge against such Unit Owner for the cost of the maintenance or repair and the amount of such charge shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in the Act with respect to liens for failure to pay a share of the Common Expenses and/or otherwise collected in the same manner as any unpaid assessments or other unpaid Common Expenses.
- g. Maintenance and repairs (including payment of real estate taxes and Common Expenses) with respect to any Unit owned by the Association.

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- h. If, due to the act or neglect of a Unit Owner or of a member of his or her family or of a guest or other authorized Occupant, visitor or invitee of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required that would otherwise be a Common Expense, the levy against such Unit Owner of a charge for such damage and such maintenance, repairs and replacements as may be determined by the Board, and the amount of such charge shall constitute a lien on the interest of such Unit Owner in the Property, which lien may be perfected and foreclosed in the manner provided in the Act with respect to liens for failure to pay a share of the Common Expenses and/or otherwise collected in the same manner as any unpaid assessments or other unpaid Common Expenses.
- i. (i) All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements and any other expenses, charges or costs that the Association may incur or expend pursuant hereto shall be approved by the Board.
- (ii) Assessments for additions and alterations to the Common Elements or to Association-owned property not included in the adopted Annual Budget shall be separately assessed and are subject to approval of two-thirds (2/3) of the total votes of all Unit Owners.
- (iii) As used herein, the terms "repairing, replacing and restoring" means to repair, replace or restore deteriorated or damaged portions of the then-existing decorating, facilities, structural or mechanical components, interior or exterior surfaces or energy systems and equipment to their functional equivalent prior to the deterioration or damage.
- (iv) The repair, replacement or restoration of a Common Element may result in an improvement over the original quality of such Common Element or facilities. Unless the improvement is mandated by law or is an emergency as defined in Section 18(a)(8)(iv) of the Act, if the improvement results in a proposed expenditure exceeding five percent (5%) of the Annual Budget, the Board, upon written petition by the Unit Owners representing twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board's action to approve such expenditure, shall call a meeting of Unit Owners within thirty (30) days of the date of delivery of such petition to consider the expenditure. Unless a Majority of the total votes of the Unit Owners are cast at this meeting to reject the expenditure, the Board's decision to make the expenditure is ratified.

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Section 6. *Annual Budget.*

- a. Each year, on or before November 1st, the Board shall estimate the annual budget of Common Expenses ("Annual Budget"), including the total amount required for the cost of wages, materials, insurance, services and supplies that will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Association to be necessary for a Reserve for contingencies and replacements (as hereinafter specified) and each Unit Owner's proposed Common Expense assessment, together with an indication of which portions of the Annual Budget are intended for such Reserves, capital expenditures or repairs or payment of real estate taxes. The Board shall deliver a copy of the proposed Annual Budget to each Unit Owner at least thirty (30) days before the adoption thereof. The Association shall give Unit Owners notice as provided in Article IV, Section 4 of these By-Laws of any meeting of the Board concerning the adoption of the proposed Annual Budget and regular assessments pursuant thereto or to adopt a separate assessment.
- b. If said Annual Budget proves inadequate for any reason, including nonpayment of any Unit Owner's assessment or any nonrecurring Common Expense or any Common Expense not set forth in the Annual Budget as adopted, the Board may at any time levy a further assessment which shall be separately assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements and which may be payable in one lump sum or such installments as the Board may determine. The Board may adopt separate (special) assessments payable over more than one fiscal year, the entire amount of which shall be deemed considered and authorized in the first fiscal year in which the assessment is approved. The Board shall serve notice of such further assessment on all Unit Owners (as provided in Article IV, Section 4 of these By-Laws) by a statement in writing, giving the amount and reasons therefor, and such further assessment shall become effective and shall be payable at such time or times and on such other terms as may be determined by the Board. All Unit Owners shall be obligated to pay the separate assessment.
- c. If an adopted Annual Budget or any separate assessment would result in the sum of all assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate (special) assessments payable during the preceding fiscal year, the Board, upon written petition by the Unit Owners representing twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a Majority of the total votes of the Unit Owners are cast at a meeting to reject the Annual Budget or separate assessment, it

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is ratified. In determining whether separate assessments together with regular assessments exceed one hundred fifteen percent (115%) of assessments in the preceding fiscal year, any separate assessment for expenditures relating to emergencies or mandated by law shall not be included in the computation, and the Board may approve such assessment without being subject to the Unit Owner veto procedure set forth in this subsection. As used herein, the term "emergencies" means immediate dangers to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

- d. The Annual Budget shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements. Each Unit Owner shall be obligated to pay to the Association, or as it may direct, the portion of the Annual Budget assessed to such Unit Owner in equal monthly installments on or before the first (1st) business day in January of the ensuing year and on the first (1st) business day of each and every month of said year.
- e. The failure or delay of the Association to prepare or serve the Annual Budget on the Unit Owners shall not constitute a waiver or release in any manner of the Unit Owners' obligation to pay the maintenance and other costs and necessary Reserves as herein provided, whenever the same shall be determined. In the absence of any annual or adjusted budget, the Unit Owners shall continue to pay the monthly assessment charges at the then-existing monthly rate established for the previous period until the monthly assessment payment that is due more than ten (10) days after such new Annual Budget shall have been mailed or delivered to the Unit Owners.
- f. Anything herein or in the Declaration to the contrary notwithstanding, the Board may charge to fewer than all Unit Owners such portion of the insurance premium for insurance the Association is required or permitted to obtain that reflects increased charges for coverage on the Units owned by such Unit Owners on such reasonable basis as the Board shall determine. Such charge shall be considered a Common Expense with respect to the Units owned by such Unit Owners for all purposes herein and under the Declaration.
- g. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such charges 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 their relative percentages of ownership interest in the Common Elements.
- h. The Association shall have no authority to forbear the payment of assessments by any Unit Owner.

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Section 7. *Annual Accounting.* The Association shall supply annually to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions of the Annual Budget were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment and showing the net 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 placed into the Association's Reserve accounts.

Section 8. *Reserves.*

- a. The Association shall build up and maintain a reasonable Reserve for operations, contingencies and replacement. Extraordinary expenditures not originally included in the Annual Budget that may become necessary during the year shall be charged first against such Reserve. In addition, the Association or the Board shall have the right to segregate all or any portion of the Reserve for any specific replacement or contingency on such conditions as the Association or the Board deems appropriate.
- b. The Annual Budget shall provide for reasonable Reserves for capital expenditures and deferred maintenance for repair or replacement of the Common Elements. To determine the amount of Reserves appropriate for the Association, the Board shall take into consideration the following: (i) the repair and replacement cost and the estimated useful life of the property the Association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and Common Elements, and energy systems and equipment; (ii) the current and anticipated return on investment of Association funds; (iii) any independent professional reserve study the Association may obtain; (iv) the financial impact on Unit Owners, and the market value of the Units, of any assessment increase needed to fund Reserves; and (v) the ability of the Association to obtain financing or refinancing.
- c. Anything to the contrary in the foregoing notwithstanding, the Association may elect to waive in whole or in part the Reserve requirements of this Section by a vote of not less than two-thirds (2/3) of the total votes of the Association. In the event the Association elects to waive all or part of the Reserve requirements of this Section, such fact must be disclosed after the meeting at which such waiver occurs by the Association in the financial statements of the Association and, highlighted in bold print, in the response to any request of a prospective purchaser for the information prescribed under Section 22.1 of the Act, and no member of the Board or the managing agent of the Association shall be liable, and no cause of action may be brought for damages against these parties, for the lack or inadequacy of Reserve funds in the Annual Budget. If the Association elects to waive all or

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part of such Reserve requirements, the Association may by a vote of not less than two-thirds (2/3) of the total votes of the Association elect to again be governed by the Reserve requirements of this Section.

Section 9. *Default in Payment.*

- a. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days or more, the Unit Owner's account shall be deemed delinquent, and the Association may, without limitation to any other available remedies, (i) bring an action against the Unit Owner personally obligated to pay the same; (ii) enforce and foreclose any lien which it has or which may exist for its benefit; and/or (iii) file an action to terminate the Unit Owner's right of possession pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure. The Association, in the Board's sole discretion, may charge late fees for the late payment of assessments or other charges. Any and all costs and expenses incurred by the Association in connection with or attributable to a Unit Owner's delinquency, including, without limitation, court costs, recording fees, attorneys' fees, title company charges, management company charges, and other costs of labor and materials shall be added to the amount due and shall be included in any judgment against the Unit Owner. Without limiting the foregoing, fees charged by the Association's property manager or managing agent pertaining to the collection of a Unit Owner's financial obligations to the Association (including, without limitation, collection account "turnover fees" and court appearance fees) shall be added to and deemed a part of the Unit Owner's respective share of the Common Expenses and shall constitute a lien on the interest of such Unit Owner in the Property.
- b. No Unit Owner may assign, delegate, transfer, surrender, waive or avoid the duties, responsibilities and liabilities of a Unit Owner under the Act, the Declaration the By-Laws and the Rules and Regulations of the Association, including, but not limited to, the liability for the assessments provided for herein, by nonuse of the Common Elements or abandonment of his or her Unit or in any other manner. Any such attempted assignment, delegation, transfer, surrender or avoidance shall be deemed void.

Section 10. *Books of Account and Statement of Account.* The Association shall keep full and correct books of account. Upon ten (10) days' notice to the Association through the Board or the managing agent (as established by the Board) and the payment of any reasonable fee that may be fixed by the Association, a Unit Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

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ARTICLE VIII

Contracts, Checks, Deposits and Funds

Section 1. *Contracts.* The Board may authorize any officer or officers or agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President and attested to by the Secretary of the Association.

Section 2. *Checks, Drafts and Other Instruments.* All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers or agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of other direction, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

Section 3. *Deposits.* All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 4. *Gifts.* The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE IX

Books and Records

Section 1. *Maintaining Books and Records.* The Board shall keep and maintain the following records, or true and correct copies of these records, at the Association's principal office:

- a. The Declaration, By-Laws and Plat and any amendments thereto, any Rules and Regulations adopted by the Board, the Articles of Incorporation of the Association and all amendments thereto;
- b. Minutes of all meetings of the Association and the Board, for the immediately preceding seven (7) years;
- c. All current policies of insurance of the Association;
- d. 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;

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- e. A current listing of the names, addresses and weighted vote of all Unit Owners entitled to vote;
- f. Ballots and proxies related thereto for all matters voted on by the Unit Owners during the immediately preceding twelve (12) months, including, but not limited to, the election of members of the Board, provided, however, that in the event the Board adopts Rules and Regulations for secret ballot election as provided in the Act and these By-Laws, then, unless directed by court order, only the voting ballot excluding the Unit number shall be subject to inspection and copying;
- g. 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; and
- h. Such other records of the Association as are available for inspection and examination by Unit Owners pursuant to Section 19 of the Act.

Section 2. Availability for Examination. Any Unit Owner in person or by agent and at any reasonable time or times at the Association's principal office shall have the right to inspect, examine and make copies of the records described in Article IX, Section 1, above, upon having first submitted a written request to the Board or its authorized agent stating with particularity the records sought to be examined. Notwithstanding the foregoing, the written request to inspect, examine and make copies of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein must include a proper purpose for the request. Failure of the Board to make available all records requested shall be deemed a denial. Any Unit Owner who prevails in an enforcement action to compel examination of records described in Article IX Subsections 1(a), 1(b) and 1(c) herein shall be entitled to recover reasonable attorneys' fees and costs from the Association. In an action to compel examination of records described in Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein, 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 Article IX, Subsections 1(d), 1(e), 1(f) and 1(g) herein shall be entitled to recover reasonable attorneys' 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.

Section 3. Costs. 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.

Section 4. Confidential Documents. Notwithstanding anything to the contrary stated in the provisions of this Article, unless otherwise directed by court order, the

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Association need not make the following records available for inspection, examination or copying by the Unit Owners:

- a. Documents relating to appointment, employment, discipline, or dismissal of Association employees;
- b. Documents relating to actions pending against or on behalf of the Association or the Board in a court or administrative tribunal;
- c. Documents relating to actions threatened against, or likely to be asserted on behalf of the Association or the Board in a court or administrative tribunal;
- d. Documents relating to Common Expenses or other charges owed by a Unit Owner other than the requesting Unit Owner; and
- e. 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.

ARTICLE X

Fiscal Year

The fiscal year of the Association shall be fixed by resolution of the Board.

ARTICLE XI

Seal

The Board may provide a corporate seal in the form of a circle and having inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE XII

Waiver of Notice

Whenever any notice whatsoever is required to be given under the provisions of the General Not For Profit Corporation Act of 1986 of the State of Illinois or under the provisions of the Articles of Incorporation of the Association, these By-Laws or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

Liability of Board Members and Officers and Indemnification

The members of the Board of Managers and the officers of the Association shall not be liable to the Unit Owners for any acts or omissions made in good faith as such members of the Board or officers. The Association shall indemnify and hold harmless each of the

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Board members and officers against all contractual liability to others arising out of contracts made by such Board 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. Every Board member and officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a Board member or officer of the Association, or any settlement thereof, whether or not he or she is a Board member or officer at the time such expenses are incurred, except in such cases in which the Board member or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Board member or officer may be entitled.

ARTICLE XIV

Construction

Nothing hereinabove contained shall in any way be construed as altering, amending or modifying the Amended and Restated Declaration. The Declaration, the Articles of Incorporation of the Association, these By-Laws and the Rules and Regulations of the Association shall always be construed to further the harmonious, beneficial, cooperative and proper use and conduct of the Property. The terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and the Declaration, the Articles of Incorporation and/or these By-Laws, on the other hand. The terms and provisions of the Declaration shall control in the event of any inconsistency between the Declaration, on the one hand, and the Articles of Incorporation and/or these By-Laws, on the other hand. All words and terms used herein that are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

ARTICLE XV

Amendments to By-Laws

These By-Laws may be changed, modified or rescinded at any time, or from time to time, by an instrument in writing setting forth such change, modification or rescission, signed by the Unit Owners representing at least 67 percent of the total vote of the Association. The change, modification or rescission shall be effective upon Recordation of such instrument in the office of the Recorder of Deeds of Cook County, Illinois, provided, however, that no provision in these By-Laws may be changed, modified or rescinded so as to conflict with the provisions of the Declaration or the Act.