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Commonly known as
1416 Hinman Avenue
Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11
Evanston, Illinois 60201

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

1416 HINMAN AVENUE CONDOMINIUM

This Amended and Restated Declaration of Condominium for the 1416 Hinman Avenue Condominium amends and restates the "Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for 'The 1416 Hinman Avenue Condominium'" recorded October 8, 1965 as Document No. 19612091 and the "First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for 'The 1416 Hinman Avenue Condominium'" recorded March 4, 1970 as document number 21094576. It is adopted pursuant to Article XII, Paragraph 7 of the Declaration and Section 27 of the Illinois Condominium Property Act, 765 ILCS 605/27.

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**1.0 Amendment, Replacement, and Restatement of Original Declaration and the Rescission of First Amendment**

1.1 The "First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for 'The 1416 Hinman Avenue Condominium'" recorded March 4, 1970 as document number 21094576 is rescinded. It shall be of no force and effect following the effective date of this amendment and shall thereafter not be included in any copy of the governing instruments of The 1416 Hinman Avenue Condominium or in any disclosures given in connection with the sale of any Unit.

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- 1.2 The "Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for 'The 1416 Hinman Avenue Condominium'" recorded October 8, 1965 as Document No. 19612091 (the "Original Declaration") is amended and restated in its entirety by this document. Following the effective date of this instrument, it shall not be included in any copy of the governing instruments of The 1416 Hinman Avenue Condominium or in any disclosures given in connection with the sale of any Unit.
- 1.3 This document has been prepared by Michael D. Poulos not in his capacity as attorney but in his capacity as President of the Association in accordance with the specific instructions of the Board.

2.0 Submission of Property to the Condominium Property Act by Original Declaration

- 2.1 By the original Declaration, The Lawndale National Bank of Chicago as Trustee under a Trust Agreement dated February 17, 1964 and known as Trust Number 4369 submitted the following described real estate located in the City of Evanston and State of Illinois to the provisions of the Illinois Condominium Property Act:

Lot 5 in Block 31 in the Village (now City) of Evanston, in Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

- 2.2 The submission of the real estate by the original Declaration is ratified and confirmed and shall not be affected by this Amended and Restated Declaration. The Plat recorded with the Original Declaration as Exhibit A is incorporated herein by reference.
- 2.3 It is the intention of the Owners that this Amended and Restated Declaration shall continue for the benefit of the current and future Owners and occupants of the Property the easements and rights in, over, and upon the Property and the mutually beneficial restrictions and obligations with

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respect to the proper use, conduct, and maintenance of the Property, and that the Owners, mortgagees, occupants, and other Persons acquiring any interest in the Property shall at all times enjoy the benefits of and shall hold their interests subject to the rights, easements, privileges, and restrictions set forth in this Declaration, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

3.0 Definitions

3.1 Development Parcel

Lot 5 in Block 31 in the Village (now City) of Evanston, in Section 18, Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

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

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

3.4 Common Elements. All portions of the Property except the Units.

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

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

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- 3.7 **Owner or Unit Owner.** The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
- 3.8 **Parking Area.** Area provided for parking automobiles as shown on Exhibit "A" attached hereto.
- 3.9 **Declaration.** This "Amended and Restated Declaration."
- 3.10 **Original Declaration.** The "Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for 'The 1416 Hinman Avenue Condominium'" recorded October 8, 1965 as Document No. 19612091.
- 3.11 **First Amendment.** The "First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for 'The 1416 Hinman Avenue Condominium'" recorded March 4, 1970 as document number 21094576.
- 3.12 **"Effective Date."** The date of recording of this Declaration, which shall be the date upon which it comes into full force and effect.
- 3.13 **Association.** The 1416 Hinman Avenue Condominium Association as established by the Original Declaration.
- 3.14 **Board.** The Board of Managers of the 1416 Hinman Avenue Condominium Association as established by the Original Declaration and as hereafter constituted in accordance with this Declaration.
- 3.15 **Membership Meeting or Meeting of the Members.** A duly called meeting of the Owners.

4.0 Units**4.1 Description and Ownership**

All Units in the building located on the Development Parcel are delineated on the surveys attached to the Original Declaration as Exhibit

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"A" and made a part of this Declaration, and are legally described as follows:

Units 1 to 11, both inclusive, as delineated on survey of Lot 5 in Block 31 in the Village (now City) of Evanston, in Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to the Declaration made by the Lawndale National Bank of Chicago as Trustee under Trust No. 4369, recorded in the Office of the Recorder of Cook County, Illinois as Document No. 19612091.

It is understood that each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A." Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number or symbol as shown on Exhibit "A," and every such description shall be deemed good and sufficient for all purposes. No Unit Owner shall, by deed, plat, or otherwise, subdivide or in any other manner cause his Unit to be separate into any tracts or parcels smaller than the whole Unit as shown on Exhibit "A."

5.0 Common Elements

5.1 Description

Except as provided in Article 4.0, the Common Elements shall consist of the Property, as defined herein, excepting therefrom the Property and space designated as Units 1 to 11, both inclusive, as shown and delineated in Exhibit "A" attached to the Original Declaration and shall include, but not by way of limitation, the land, all stairways, halls, lobbies, corridors, pipes, ducts, flues, chutes, conduits, wires, and other utility installations to the outlets, and such component parts of walls, floors, and ceilings as are not located within the Units.

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5.2 Ownership of Common Elements

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

5.3 No Partition of Common Elements

There shall be no partition of the Common Elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit Ownership 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.

5.4 Identification of Common Elements

Common Elements shall be as defined in this Declaration and the Plat of Condominium. Windows and sliding glass doors are Common Elements to be maintained by the Association, but the interior finishes and interior cleaning of the windows and sliding glass doors, any upgraded hardware, and any upgrades over existing quality shall be the responsibility of the Owner. The roof elements over roof terraces are Common Elements to be maintained by the Association, but installation and maintenance of the

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walking surfaces of the roof terraces serving Units 9 and 11 (such as deck boards or pavers) are the responsibility of the respective Owner. Damage to windows from failure to regularly close and lock them shall be the responsibility of the Owner.

6.0 General Provisions as to Units and Common Elements

6.1 Submission of Property to Condominium Property Act

The Property has previously been submitted to the provisions of the "Condominium Property Act" of the State of Illinois.

6.2 No Severance of Ownership

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

6.3 Liability of Trust Estates and Beneficiaries

In the event title to any residential Unit should be conveyed to a land title holding trust, under which all powers of management, operation, and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such residential Unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to

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sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest in or the title to such real estate.

6.4 Easements

6.4.1 In the event that, by reason of the construction, settlement, or shifting of the building or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or upon any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

6.4.2 A valid exclusive easement is hereby declared and established for the benefit of Units 9 and 11 respectively, and the Owners and occupants thereof from time to time, consisting of the right to use and occupy the roof terrace adjoining each such Unit as shown on Exhibit "A;" provided, however, that no such Owner or occupant shall use, decorate, landscape, or adorn such roof terrace in any manner contrary to such rules and regulations as may be established by the Board of Managers or the Association, as

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hereinafter provided, unless he shall first obtain the written consent of said Board or Association so to do.

6.4.3 All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee, and other Person having an interest in said land, or any part or portion thereof.

6.4.4 Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

7.0 Administration

7.1 Administration of Property

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

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7.2 Voting Rights

There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. When there is more than one Owner of a Unit and only one of the multiple Owners is present at a membership meeting, that Owner is entitled to cast all the votes allocated to that Unit. When there is more than one Owner of a Unit and more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. It will be presumed that there is majority agreement if any one of the multiple Owners cast the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. Voting shall be on a percentage basis. The percentage vote to which each Unit is entitled is the percentage interest of the undivided ownership of the Common Elements appurtenant thereto.

7.3 Participation and Proxies

At any Membership Meeting, an Owner may vote either in person or by proxy, executed in writing by the Owner or by the Owner's duly authorized attorney-in-fact. An e-mail message shall be sufficient to designate a proxy. No proxy shall be valid after 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 Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name. The Board may provide for participation of any Owner by electronic means, including by telephone, video conferencing, or other method. Participation by electronic means is the same as being personally present.

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7.4 **Membership Meetings**

7.4.1 **Quorum.** The presence at any Membership Meeting of Owners having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any Membership Meeting at which a quorum is present upon the affirmative vote of the Owners having a majority of the total votes present at such meeting.

7.4.2 **Annual Meeting.** There shall be an annual Membership Meeting on the First Tuesday of February of each succeeding year at 7:30 pm in the building, or at such other reasonable place or time as may be designated by written notice of the Board delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting.

7.4.3 **Special Meetings.** Special Membership Meetings may be called at any time by the President, the Board, or by twenty percent (20%) of the Unit Ownership for the purpose of considering matters which, by the terms of this Declaration or the Illinois Condominium Property Act, require the approval of all or some of the Owners, or for any other reasonable purpose by written notice delivered to the Owners not less than ten (10) days prior to the date for the meeting.

7.4.4 **Notice of Membership Meetings.** Notice of Membership Meetings shall state the purpose, place, day, and hour of the meeting and shall be given not less than ten, nor more than thirty, 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. Each Owner shall provide the Board with an e-mail address to which notices may be sent. Notice of Meetings shall be sufficient if sent by e-mail to each Owner and posted in the first floor building entrance and next to the garage level elevator entrance.

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7.5 Board of Managers

7.5.1 **Election of Board and Vacancies.** At each annual Membership Meeting, the Owners shall, by a majority of the total votes present at such meeting, elect a Board of Managers for the forthcoming year. The Board shall consist of five Owners. Three Board members shall constitute a quorum. Board members shall serve without compensation. Board members shall serve for a term of one year or until their successors are elected. Vacancies on the Board may be filled by unanimous vote of the remaining Board members. The Board shall act by majority vote of those present at meetings when a quorum exists.

7.5.2 **Election of Officers.** The Board shall elect from among its members (a) a President who shall preside over Board Meetings and Membership Meetings, (b) a Secretary who shall keep the minutes of all Board meetings and Membership Meetings and who shall, in general, perform all the duties incident to the office of secretary, and (c) a Treasurer to keep the financial records and books of account. The Board may elect assistant secretaries and treasurers who need not be members of the Board and who shall carry out such duties as the Board directs.

7.5.3 **Removal of Board Members.** Any Board member may be removed from office by affirmative vote of at least two-thirds of the Unit Ownership, at any special Membership Meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by majority vote of the Unit Ownership at the same meeting or any subsequent meeting called for that purpose.

7.5.4 **Notice of Board Meetings.** Notice of Board meetings shall state the place, day, and hour of the meeting and shall be given not less than forty-eight (48) hours in advance of such meeting by or at the

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direction of the President or the Secretary. Notice of meetings shall be sufficient if sent by e-mail to each Owner and posted in the first floor building entrance and next to the garage level elevator entrance. Notice of any meeting concerning the adoption of the proposed annual budget and regular assessments or to adopt a separate or special assessment shall be given in the same manner as for a Membership Meeting.

7.5.5 **Electronic Participation.** Board members may participate in Board meetings by electronic means, including by telephone, video conferencing, e-mail, or other method. Participation by electronic means is the same as being personally present.

7.5.6 **Action Between Board Meetings or Emergencies.** The members of the Board may act on their own initiative in carrying out duties delegated to them or arising within the general scope of their ordinary duties as officers. Board members may consult informally with other Board members in this regard. In the event the administration of the property requires formal action between Board meetings, the Board may act by the consent of three Board members expressed in e-mail provided a reasonable attempt has been made to consult with all Board members in advance by e-mail. The members of the Board may act on their own initiative in addressing any emergency where Board action is not practical, provided that they make reasonable efforts to informally consult with at least one other member of the Board.

7.6 **General Powers of the Board**

7.6.1 **General.** The Board shall have all powers provided for or permitted by the Illinois Condominium Property Act as in force from time to time. In addition, the Board for the benefit of all the

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Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

- a. **Utilities.** Water, waste removal, electricity, and telephone, and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.
- b. **Property Insurance.** Property insurance (i) on the Common Elements and the Units, including the bare walls, floors, ceilings, fixtures, appliances, and built-in cabinets of the Units, (ii) providing coverage for special form causes of loss, and (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, and 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.
- c. **Liability Insurance.** Commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the property in a minimum amount of \$1,000,000, or a greater amount deemed sufficient in the judgment of the Board, insuring the Board, the Association, the management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.
- d. **Fidelity Bond.** A fidelity bond covering persons, including any managing agent and its employees who control or disburse funds of the Association, for the maximum amount

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of coverage available to protect the full amount of Association funds and reserves in the custody of the Association or the management company.

- e. **Directors and Officers Coverage.** Directors and officers liability coverage at a level deemed reasonable by the Board extending to all contracts and other actions taken by the Board members in their official capacity as Directors and Officers, but excluding actions for which the directors are not entitled to indemnification under the General Not For Profit Corporation Act of 1986.
- f. **Workmen's Compensation.** Workmen's compensation insurance to the extent necessary to comply with any applicable laws.
- g. **Deductibles.** The Board may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Owners who caused the damage or from whose Units the damage or cause of loss originated, or (iii) require the Unit Owners of the Units affected to pay the deductible amount.
- h. **Employees and Contractors.** The services of any person or firm employed by the Board.
- i. **Common Elements.** Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the doors and window appurtenant thereto, which the Owner shall paint, clean, decorate, maintain, and repair except as otherwise provided)

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and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

- j. **Other.** Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class apartment building or for the enforcement of these restrictions.
- k. **Mechanic's Liens.** Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the property or against the Common Elements, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the board by reason of said lien or liens shall be specially assessed to said Owners.
- l. **Certain Unit Repairs.** Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any other portion of the building, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the

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Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

m. **Damage Caused by Common Elements.** The repair of any Unit caused by a failure of the Common Elements.

7.6.2 **Unit Repairs.** The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board is responsible. It and its agents may likewise enter any roof terrace for maintenance, repairs, construction, or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage to a Unit as a result shall be repaired at the expense of the maintenance fund.

7.6.3 **Capital Improvements.** The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for any capital addition or improvement (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of the total of one month's scheduled regular assessments without in each case the prior approval of a majority of the Unit Owners.

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

7.6.5 **Rules and Regulations.** The Board upon proper notice may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, administration, and beautification

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of the Property and for the health, comfort, safety, and general welfare of the Owners and occupants. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

7.6.6 **Managing Agent.** The Board may engage the services of an agent to manage the property to the extent deemed advisable by the Board.

7.6.7 **Service of Mechanics Liens.** The Board may accept service of a notice of claim for purposes of the Mechanics Lien Act on behalf of each respective member Owner with respect to improvements performed pursuant to any contract entered into by the Board and to distribute the notice to the Unit Owners within seven 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.

7.6.8 **No Business for Profit.** Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

7.7 **Indemnification**

The directors and officers of the Association shall not be liable to the Association or the Unit Owners for any mistake of judgment, or for any other acts or omissions as directors and officers. The Association shall indemnify its directors and officers to the fullest extent permitted by the Illinois General Not for Profit Corporation Act. This indemnity shall include the payment in advance of legal fees and expenses reasonably necessary to defend any indemnified claim. However, as to any criminal prosecution, to the extent such indemnification and payment of expenses is not mandatory under the Illinois General Not for Profit Corporation

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Act, it shall be in the discretion of the Board after due inquiry and notice to the Members.

8.0 Assessments and Maintenance Fund

8.1 Annual Budget

Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before December 15 notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board or as it may direct 1/12 of the assessment made pursuant to this Paragraph. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

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8.2 Reserve Fund

The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

8.3 Delay in Budget

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

8.4 Accounting Records

The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements,

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specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of any Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

8.5 Use of Association Funds

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

8.6 Unit Owner in Default

If any Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty days, the members of the Board of Managers may bring suit for and on behalf of themselves and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board of

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Managers as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Illinois Condominium Property Act; provided, however, that encumbrances owned or held by any bank, insurance company, or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or files suit to foreclose his lien. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid common expenses with respect to the Unit covered by his encumbrance and unless the request shall be complied with within twenty days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

8.7 Non-Use

No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his or her Unit.

9.0 Covenants and Restrictions as to Use and Occupancy

The Units and Common Elements shall be occupied and used as follows:

9.1 Use of Property

No part of the Property shall be used for other than housing and the related common purposes for which the property was designed. Each Unit shall be used as a residence for a single family and for no other purpose. Nothing in this Declaration shall prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal

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business or professional telephone calls, or conferring with business or professional associates, clients, or customers in his Unit.

9.2 No Obstruction of Common Elements

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

9.3 No Storage of Dangerous Materials

Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

9.4 No Attachment to Common Elements

Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building and no sign, awning, canopy, shutter, radio, satellite dish, or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

9.5 Animals and Pets

No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats, or other household pets may be kept in Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred,

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or maintained for any commercial purpose; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property subject to these restrictions upon three days written notice from the Board.

9.6 Noxious Activities

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

9.7 Structural Integrity of the Building

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

9.8 Clothing and Rubbish

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

9.9 Bicycles, Etc.

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

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9.10 No Commercial Use, No Signs

No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein except as permitted by the Board or by rule. The right is hereby given to any mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such mortgagee.

9.11 No Alteration of Common Elements without Board Consent

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

9.12 Parking

The Parking Area, and storage areas outside of the respective Units, shall be part of the Common Elements. The Board shall allocate a designated parking space and storage space to each Unit Owner, and the use and maintenance of such parking spaces and storage spaces shall be subject to such rules and regulations as the Board may prescribe, provided that the Board shall not, without the consent of the Unit Owner affected thereby, change or withdraw an allocated parking or storage space.

9.13 No Smoking

No smoking is permitted in the Units, in the common areas or Common Elements, or otherwise on the Property, whether inside or outside.

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10.0 Sale, Leasing, or Other Alienation

10.1 Right of First Refusal

The Board shall have no right of first refusal with regard to the sale or lease of any Unit.

10.2 Sale of Units

Any Owner wishing to sell his or her Unit shall advise the Board in writing of such intent within five business days of first offering the Unit for sale. Such Owner will provide the Board with a copy of any sale contract and any amendments to it within five business days of such contract or amendment. The new Owner will provide the Board with a copy of the settlement statement and deed within five business days following the closing.

10.3 Leasing of Units

It is the policy of the Association that Units are to be occupied by their Owners or family members of Owners and are not to be held for investment. The Association recognizes, however, that Owners may legitimately desire to rent their Units for limited periods of time for reasons other than investment. Therefore, the following leasing provisions shall apply:

10.3.1 For purposes of Paragraph 10.3, "Owner" shall mean any one or more of the Owners as otherwise defined in this Declaration or any beneficiary, shareholder, member, or partner of the Owner as otherwise defined in this Declaration.

10.3.2 "Lease," "leasing," or similar words shall refer to (a) any arrangement in which a Unit is occupied or offered to be occupied by other than its Owner or any relative by blood or marriage of such Owner, and (b) any arrangement in which a Unit is occupied

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or offered to be occupied by a boarder or other person residing in the Unit with the Owner, not including a person co-habiting with the Owner not primarily for the pecuniary gain of the Owner.

10.3.3 No more than three Units may be leased at any one time, except as otherwise provided in this Declaration. An Owner wishing to lease the Unit shall give the Board no less than thirty days written notice of intent to lease. If more than three Units are to be leased or offered for lease at any one time, the first three Units to serve such written notice shall have preference. No lease shall be valid unless such notice has been timely given.

10.3.4 No Unit may be leased for a term of less than six months, nor may a Unit be leased by one or more tenancies for a period in excess of three years unless the Unit has been occupied by the Owner for an intervening period of at least one year.

10.3.5 No Unit may be leased unless initially occupied by an Owner for at least two years.

10.3.6 No lease may permit subleasing or assignment.

10.3.7 The Board, in its sole discretion, may allow short-term leasing to alleviate hardship to an Owner or a new acquiring Owner who is unable to occupy the Unit for extraordinary reasons. The Board may allow this even if such short-term lease would cause more than three Units to be leased at one time.

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

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10.3.9 The Owner of any Unit being leased shall deliver a copy of the signed lease to the Board or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten days after the lease is signed, whichever occurs first, together with complete contact information for the Owner and names and contact information for all occupants under the lease, and the Owner shall keep such contact information current thereafter. In addition to any other remedies, by filing an action jointly against the tenant and the Owner, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Illinois Code of Civil Procedure for failure of the Owner to comply with the leasing requirements prescribed by this Paragraph or by the Declaration, Bylaws, and rules and regulations. The Board may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Illinois Code of Civil Procedure, for any other breach by the tenant of any covenants, rules, regulations, or bylaws.

10.4 Gift of Units

Any Owner wishing to make a gift of his or her Unit shall advise the Board in writing of such intent on or before the date of such gift. Such Owner will provide the Board with a copy of any documentation setting forth any terms and conditions of such gift. The new Owner will provide the Board with a copy of the settlement statement and deed within five business days following the closing.

10.5 Devise of Units

In the event any Owner dies, the personal representative of the deceased Owner shall advise the Board of the name, address, telephone number, and e-mail address of the person having responsibility for the Unit within five business days following the death of the Unit Owner. The personal

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representative shall further advise the Board of the intended disposition of the Unit and provide the name, address, telephone number, and e-mail address of any Person becoming an Owner by gift of the deceased Owner. The new Owner will provide the Board with a copy of the settlement statement and deed within five business days following the closing. If the Unit is offered for sale, the provisions of Paragraph 10.2 shall also apply. Nothing herein contained shall be deemed to restrict the rights of the Board, acting on behalf of the other Owners, or their authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order of direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

10.6 Involuntary Sale

In the event any Unit Ownership or interest therein is to be sold at a judicial or execution sale, the Board, acting on behalf of the other Owners, or their authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, may bid at such sale of the Unit Ownership or interest therein. In all other respects, the provisions of Paragraph 10.2 shall apply.

10.7 Right to Cure

In the event any Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefore against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article 8.

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10.8 Consent of Owners

The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior written consent of all of the Owners except the Owners whose Unit or Units are the subject of the option. The Board or its duly authorized representative, acting on behalf of the other Owners, may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior unanimous written consent of the Owners whose Units are not subject to the sale, which said consent shall set forth a maximum price which the Board or its duly authorized representative is authorized to bid and pay for said Unit or interest therein.

10.9 Financing of Purchase

Acquisition of a Unit or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy a special assessment. The Board, in its discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article.

10.10 Title to Acquired Interests

Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board or such nominee as it shall designate, for the benefit of all the Owners in the same proportions in which the Board could levy a special assessment. Said Unit Ownerships or interests therein shall be sold or leased by the Board for the benefit of the Owners. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment.

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11.0 Damage or Destruction and Restoration of Building**11.1 Sufficient Insurance**

In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration, or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within thirty days after said damage or destruction, the Unit Owners elect either to sell the Property as provided in Article 12 or to withdraw the Property from the provisions of this Declaration and from the provisions of the Illinois Condominium Property Act, then such repair, restoration, or reconstruction shall not be undertaken.

11.2 Insufficient Insurance

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

11.3 Standard for Repair or Restoration

Repair, restoration, or reconstruction of the improvements as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with

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each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

12.0 Sale of the Property

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

13.0 Remedies for Breach of Covenants, Restrictions, and Regulations

The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision herein contained, shall give the Board the right:

- 13.1 To enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Trustee, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass;

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- 13.2 To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or
- 13.3 Any other remedy provided by the Illinois Condominium Property Act or otherwise at law or in equity.

14.0 Association

The Board has caused to be incorporated a non-profit corporation under the laws of the State of Illinois called the "1416 Hinman Avenue Condominium Association," to facilitate the administration and operation of the Property. Owner is a member therein, which membership shall terminate upon the sale or other disposition by such Owner of his or her Unit Ownership, at which time the new Owner shall automatically become a member.

15.0 General Provisions**15.1 Notice to Mortgagees**

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

15.2 Notice to Board and Association

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

15.3 Notice to Devisees and Personal Representatives

The personal representative of a deceased Owner may provide by notice to the Board a mailing address and an e-mail address to which the Board

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may send notices. In the absence of such notice, the Board may continue to send notices in the same manner as before the Owner died, or to any other address or e-mail address the Board deems likely to give actual notice to interested parties.

15.4 Titles Subject to this Declaration

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

15.5 Forbearance Not a Waiver

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

15.6 Amendment

This Declaration may be changed, modified, or rescinded by an instrument in writing, setting forth such change, modification, or rescission, signed and acknowledged by the President and Secretary, and approved at a Membership Meeting by Owners having at least 75% of the total vote or approved and signed in writing without a meeting by Owners having 100% of the total vote. The change, modification, or

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rescission shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provision in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Illinois Condominium Property Act. Except to the extent authorized by other provisions of the Illinois Condominium Property Act, no amendment to the condominium instrument shall change the boundaries of any Unit or the undivided interest in the Common Elements, the number of votes in the Association, or the liability for common expenses appertaining to a Unit. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

15.7 Severability

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

15.8 Rule Against Perpetuities

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

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15.9 Declaration to Be Liberally Construed

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

In witness whereof the 1416 Hinman Avenue Condominium Association has caused this Amended and Restated Declaration of Condominium to be executed by its president and secretary this day, February 1, 2010.

1416 Hinman Avenue Condominium Association

By: *Michael D. Poulos*
Michael D. Poulos, President

Attest: *Elizabeth Silverstein*
Elizabeth Silverstein, Secretary

State of Illinois }
County of Cook } ss.

I, Suzanne M. Poulos, a Notary Public in and for the County and State aforesaid, do hereby certify that Michael D. Poulos and Elizabeth Silverstein, as President and Secretary, respectively, of the 1416 Hinman Avenue Condominium Association, an Illinois not for profit corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and acknowledged that they signed and delivered the foregoing instrument as their own free and voluntary act and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal
February 1, 2010.

Suzanne M. Poulos
Notary Public



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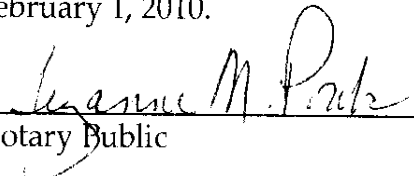
State of Illinois }
 County of Cook } §§.

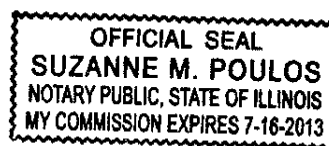
AFFIDAVIT

I, Elizabeth Silverstein, as Secretary of the 1416 Hinman Avenue Condominium Association do hereby certify that notice of the annual meeting of the 1416 Hinman Avenue Condominium Association to be held at 1416 Hinman Avenue, Unit 9, Evanston, Illinois 60201 on January 19, 2010 at 7:30 pm was duly given to all Owners in accordance with the Illinois Condominium Property Act and the Declaration of Condominium as then in effect, that at said meeting a quorum was present, that at said meeting the foregoing Amended and Restated Declaration of Condominium was approved by Owners representing at least 75% of the total vote of the Association, that I mailed this Amended and Restated Declaration of Condominium by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership at least ten (10) days prior to the date of this affidavit, and that following are the signatures of the members of the Board of Managers of the 1416 Hinman Avenue Condominium Association and all people having an interest in the individual Units.


 Elizabeth Silverstein

Given under my hand and notarial seal
 February 1, 2010.


 Notary Public

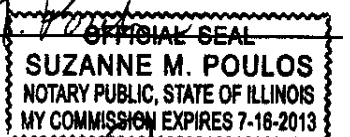


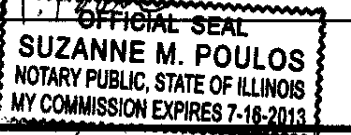
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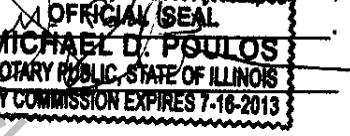
1416 HINMAN AVENUE CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

SIGNATURES OF BOARD MEMBERS

Michael D. Poulos
 Print Name: Michael D. Poulos
 State of Illinois }
 County of Cook } ss.
 The foregoing instrument was signed and acknowledged before me January 19, 2010, by Michael D. Poulos.
 Notary Public 

Elizabeth Silverstein
 Print Name: ELIZABETH SILVERSTEIN
 State of Illinois }
 County of Cook } ss.
 The foregoing instrument was signed and acknowledged before me January 19, 2010, by Elizabeth Silverstein.
 Notary Public 

Mikhail Vanazashvili
 Print Name: Mikhail Vanazashvili
 State of Illinois }
 County of Cook } ss.
 The foregoing instrument was signed and acknowledged before me January 19, 2010, by Mikhail Vanazashvili.
 Notary Public 





Suzanne M. Poulos
 Print Name: Suzanne M. Poulos
 State of Illinois }
 County of Cook } ss.
 The foregoing instrument was signed and acknowledged before me January 19, 2010, by Suzanne M. Poulos.
 Notary Public 

Janis Horton
 Print Name: Janis Horton
 State of MICHIGAN }
 County of OAKLAND } ss.
 The foregoing instrument was signed and acknowledged before me January 20, 2010, by Janis Horton.
 Notary Public 

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1416 HINMAN AVENUE CONDOMINIUM ASSOCIATION AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

SIGNATURES OF OWNERS

<p>Unit 1</p> <p><i>Sally L. Kiper</i></p> <p>Sally L. Kiper as sole trustee under the Ronald E. Kiper Insurance Trust dated September 26, 1979</p> <p>State of Illinois } County of Cook } ss.</p> <p>The foregoing instrument was signed and acknowledged before me January ¹⁹ 2010, by Sally Kiper as trustee.</p> <p><i>Michael D. Poulos</i></p> <p>Notary Public</p> 	<p>Unit 2</p> <p><i>Ernest Piron</i></p> <p>Ernest Piron as trustee of the Ernest Piron and Alice Piron Joint Tenancy Trust Dated September 26, 2005</p> <p>State of Illinois } County of Cook } ss.</p> <p>The foregoing instrument was signed and acknowledged before me January ^{February} 1 2010, by Ernest Piron as trustee.</p> <p><i>Michael D. Poulos</i></p> <p>Notary Public</p> 
<p>Unit 2</p> <p><i>Alice M. Piron</i></p> <p>Alice Piron as trustee of the Ernest Piron and Alice Piron Joint Tenancy Trust Dated September 26, 2005</p> <p>State of Illinois } County of Cook } ss.</p> <p>The foregoing instrument was signed and acknowledged before me January ^{February} 1 2010, by Alice Piron as trustee.</p> <p><i>Michael D. Poulos</i></p> <p>Notary Public</p> 	<p>Unit 3</p> <p><i>Sondra Fargo</i></p> <p>Sondra Fargo</p> <p>State of Illinois } County of Cook } ss.</p> <p>The foregoing instrument was signed and acknowledged before me January ^{February} 1 2010, by Sondra Fargo.</p> <p><i>Michael D. Poulos</i></p> <p>Notary Public</p> 

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1416 HINMAN AVENUE CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

<p>Unit 4</p> <p><i>Jania Horton</i></p> <hr/> <p>Jania Horton</p> <p>State of <u>MICHIGAN</u> } ss.</p> <p>County of <u>OAKLAND</u> }</p> <p>The foregoing instrument was signed and acknowledged before me January <u>16</u>, 2010, by Jania Horton.</p> <p><i>Charlotte Brown</i></p> <hr/> <p>Notary Public</p> <p>My Commission Expires</p>	<p>Unit 4</p> <p><i>Jason Horton</i></p> <hr/> <p>Jason Horton</p> <p>State of <u>MICHIGAN</u> } ss.</p> <p>County of <u>OAKLAND</u> }</p> <p>The foregoing instrument was signed and acknowledged before me January <u>16</u>, 2010, by Jason Horton.</p> <p><i>Charlotte Brown</i></p> <hr/> <p>Notary Public</p> <p>My Commission Expires</p>
<p>Unit 5</p> <p><i>Joseph Bernsohn</i></p> <hr/> <p>Joseph Bernsohn <i>Executor</i></p> <p>State of Illinois } ss.</p> <p>County of Cook }</p> <p>The foregoing instrument was signed and acknowledged before me January <u>22</u>, 2010, by Joseph Bernsohn. <i>Judy Fried, executor of the estate of</i></p> <p><i>Michael D. Poulos</i></p> <hr/> <p>Notary Public</p> <div style="border: 1px dashed black; padding: 5px; width: fit-content; margin-left: auto;"> <p>OFFICIAL SEAL MICHAEL D. POULOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-16-2013</p> </div>	<p>Unit 6</p> <p><i>Elizabeth Silverstein</i></p> <hr/> <p>Elizabeth Silverstein</p> <p>State of Illinois } ss.</p> <p>County of Cook }</p> <p>The foregoing instrument was signed and acknowledged before me January <u>19</u>, 2010, by Elizabeth Silverstein.</p> <p><i>Suzanne M. Poulos</i></p> <hr/> <p>Notary Public</p> <div style="border: 1px dashed black; padding: 5px; width: fit-content; margin-left: auto;"> <p>OFFICIAL SEAL SUZANNE M. POULOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-16-2013</p> </div>

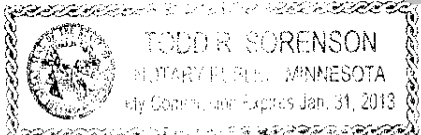
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1416 HINMAN AVENUE CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

Unit 7
Laura Hope Melton
 Laura Hope Melton as successor trustee under trust agreement dated January 20, 1992 and known as the Pauline M. Swisher Declaration of Trust

State of Minnesota }
 County of Hennepin } ss.

The foregoing instrument was signed and acknowledged before me January 15 2010, by Laura Hope Melton as trustee.

Todd R. Sorenson
 Notary Public




Unit 8
Mikhail Nanazashvili
 Mikhail Nanazashvili

State of Illinois }
 County of Cook } ss.

The foregoing instrument was signed and acknowledged before me January 19, 2010, by Mikhail Nanazashvili.

Michael D. Poulos
 Notary Public




Unit 8
Eteri Tsitlshvili
 Eteri Tsitlshvili

State of Illinois }
 County of Cook } ss.

The foregoing instrument was signed and acknowledged before me January 19, 2010, by Eteri Tsitlshvili.

Michael D. Poulos
 Notary Public




Unit 9 and 10
Michael D. Poulos
 Michael D. Poulos

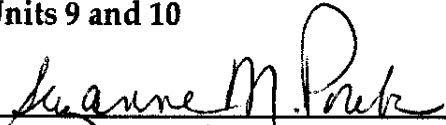
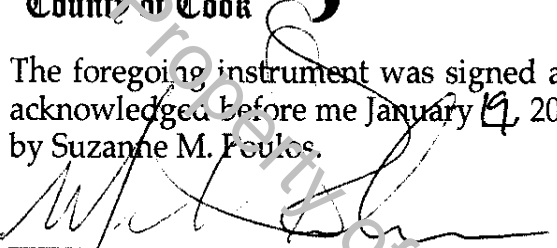

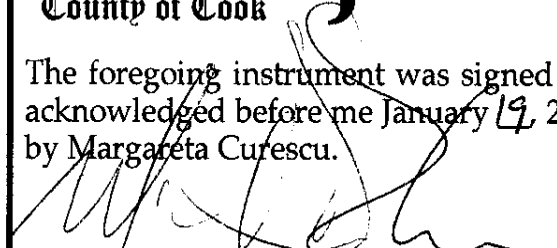
State of Illinois }
 County of Cook } ss.

The foregoing instrument was signed and acknowledged before me January 19, 2010, by Michael D. Poulos.

Suzanne M. Poulos
 Notary Public



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1416 HINMAN AVENUE CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

<p>Units 9 and 10</p> <p> _____ Suzanne M. Poulos</p> <p>State of Illinois } County of Cook } ss.</p> <p>The foregoing instrument was signed and acknowledged before me January <u>19</u>, 2010, by Suzanne M. Poulos.</p> <p> _____ Notary Public</p> <div style="border: 1px dashed black; padding: 2px; width: fit-content; margin: 0 auto;"> <p style="text-align: center; margin: 0;">OFFICIAL SEAL MICHAEL D. POULOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-16-2013</p> </div>	<p>Unit 11</p> <p> _____ Margareta Curescu</p> <p>State of Illinois } County of Cook } ss.</p> <p>The foregoing instrument was signed and acknowledged before me January <u>19</u>, 2010, by Margareta Curescu.</p> <p> _____ Notary Public</p> <div style="border: 1px dashed black; padding: 2px; width: fit-content; margin: 0 auto;"> <p style="text-align: center; margin: 0;">OFFICIAL SEAL MICHAEL D. POULOS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7-16-2013</p> </div>
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1416 HINMAN AVENUE CONDOMINIUM ASSOCIATION
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

EXHIBIT A
CONDOMINIUM PLAT

The Condominium Plat is that plat attached to the Declaration of Condominium Ownership and of Easements, Restrictions, and Covenants for "The 1416 Hinman Avenue Condominium" recorded October 8, 1965 as Document No. 19612091, which plat is incorporated herein by reference.

Property of Cook County Clerk's Office

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM****EXHIBIT B
PERCENTAGE OWNERSHIP OF COMMON ELEMENTS**

Unit 1	PIN 11-18-414-016-1001	9.003%
Unit 2	PIN 11-18-414-016-1002	8.726%
Unit 3	PIN 11-18-414-016-1003	8.172%
Unit 4	PIN 11-18-414-016-1004	9.003%
Unit 5	PIN 11-18-414-016-1005	9.003%
Unit 6	PIN 11-18-414-016-1006	8.310%
Unit 7	PIN 11-18-414-016-1007	8.033%
Unit 8	PIN 11-18-414-016-1008	9.557%
Unit 9	PIN 11-18-414-016-1009	10.664%
Unit 10	PIN 11-18-414-016-1010	9.003%
Unit 11	PIN 11-18-414-016-1011	10.526%
<hr/>		
Total		100.000%