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**AMENDED AND RESTATED
DECLARATION
OF CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS
AND COVENANTS FOR
RIDGWOOD OAKS
CONDOMINIUM ASSOCIATION**



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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR RIDGEWOOD OAKS CONDOMINIUM ASSOCIATION

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for Ridgewood Oaks

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**AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR
RIDGEWOOD OAKS CONDOMINIUM ASSOCIATION**

WHEREAS, the Association and its owners are the record owners of that certain tract of real estate in the Township of Lyons, County of Cook and State of Illinois, legally described in Exhibit A attached hereto, which real estate is the subject of a planned development called Ridgewood Oaks; and

WHEREAS, the Ridgewood Oaks Condominium Association was created upon the recording of the Original Declaration, which document was recorded on March 4, 1964 as Document No. 23407018 with the Cook County Recorder of Deeds, as amended from time to time.

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

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

WHEREAS, this Amended and Restated Declaration is made and approved this 14th day of June, 2010 by no less than two-thirds (2/3) of the Board Members as provided for by Section 27(b) of the Illinois Condominium Property Act.

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

ARTICLE I

Definitions

For purposes of brevity and clarity, certain words and terms in this Declaration are defined, and shall have meanings, as follows:

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1.01 Act: The Condominium Property Act of the State of Illinois, as amended from time to time, or any statute enacted in its place or otherwise making provision for the type of property ownership as that presently contemplated and provided for thereby.

1.02 Building: The Building or Buildings located on the Property and forming part of the Property and containing the Units, as shown by the surveys of the respective floors of said Building included in the Plat.

1.03 Common Elements: All of the Property, except the Units, and shall include, but shall not be limited to, the land, foundations, hallways, stairways, entrances and exits, common parking areas, roof, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only said Unit), central flue for heating, public utility lines, floors, ceilings and perimeter walls of Units (other than such portions thereof included within Unit boundaries as shown on the Plat), structural components of the Building, outside walks and driveways, landscaping, and all other portions of the Property except the individual Units. Structural components located within the boundaries of a Unit shall be part of the Common Elements.

1.04 Declaration: This Amended and Restated Declaration by which the Property has been and is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

1.05 Limited Common Elements: A portion of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto, including specifically, but not by way of limitation, balconies, patios, and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and of all associated fixtures and structures therein as lie outside the Unit boundaries.

1.06 Majority or Majority of the Units Owners: The owners of more than 50% in the aggregate in interest of the undivided ownership of the Common Elements. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership of the Common Elements.

1.07 Original Declaration: The Declaration first recorded with the Cook County Recorder of Deeds against the Property as Document _____ on _____.

1.08 Owner or Unit Owner: The person or persons whose estates or interests, individually or collectively, aggregate fee simply absolute ownership of a Unit.

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

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1.10 Plat: The Plat of Survey of the Property and of all Units in the Property submitted to the provisions of the Act, which Plat was attached to the Original Declaration as Exhibit B and by reference only expressly incorporated herein.

1.11 Property: All the land, property and space comprising the Association, all improvements and structures constructed or contained therein or thereon, including the Buildings 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, submitted to the provisions of the Act.

1.12 Unit: A part of Property, including one or more rooms and occupying one or more floors or a part or parts thereof, designed or intended for independent use as a one-family dwelling or such other incidental uses permitted by this Declaration, as set forth on Plat attached to the Original Declaration as Exhibit B, incorporated herein by reference only. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit as shown on the Plat; provided, however, that no structural components of a Building, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be a part of said Unit.

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

ARTICLE II

Unit Description: Submission to Act

2.01 Submission of Property to the Act: The Property has been and shall be submitted to the provisions of the Condominium Property Act of the State of Illinois.

2.02 Description of Units: All units are delineated on the Plat attached hereto as Exhibit B and made a part of this Declaration. The legal description of each unit shall consist of the identifying number of such unit as shown on the Plat.

ARTICLE III

Administration and Operation

3.01 Administration and Operation of the Property. The governing body for all of the Unit Owners for the administration and operation of the Property, as provided in the Act and in this Declaration and in the By-Laws, shall be the Board of Managers who shall be elected in the manner provided in the By-Laws. The Board of Managers shall cause to be incorporated a not-for-profit corporation as provided by the Act and such corporation (hereinafter referred to as "Association") shall be the governing body for all of the Unit Owners for the administration and operation of the Property as provided in

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the Act and in this Declaration and in the By-Laws. The Board of Directors of such Association shall constitute the Board of Managers provided for in the Act, and all rights, titles, powers, privileges and obligations vested in or imposed upon the Board of Managers in the Act and in this Declaration and in the By-Laws shall be held or performed by the Association or by the duly elected members of the Board of Directors thereof and their successors in office. The By-Laws for the governing body shall be the By-Laws appended hereto as Exhibit B and made a part hereof.

Whenever the word "Board" is used in this Declaration or in the By-Laws, it shall mean and refer to the Board of Managers if there is no Association, or if there is an Association, it shall mean and refer to said Association acting through its Board of Directors. The Board shall be elected by the Unit Owners in accordance with the By-Laws. Neither the Board, the Association nor the Unit Owners shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in this Declaration and By-Laws and (except for such adjustments as the Board may require to reflect delinquent, prepaid and special 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 A, and shall be administered in accordance with the provisions of the Declaration and By-Laws. Each Unit owner shall be a member of the Association so long as he shall be a Unit owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon transfer of his ownership interest, the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association.

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

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

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ARTICLE IV

Units

4.01 Description and Ownership. All Units in the Buildings located on the Parcel are delineated on the Plat attached to the Original Declaration as Exhibit "B". The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit consists of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat.

Each Unit is bounded by perimeter walls consisting of, and including within said Unit, dry wall material and, unless otherwise delineated on the Plat, each Unit consists of the area measured horizontally between the interior face of the wood studs forming said perimeter walls, but does not include said wood studs, and vertically, each Unit consists of the space between the top of the floor and the lower side of the wooden floor joists or lower side of the wood trusses to which the dry wall forming the ceiling is attached, but does not include said floor joists or trusses. Each Unit shall include the entire front, rear and garage doors, if any. The pipes, ducts, flues, chutes, electrical wiring and conduits, water piping, sewer pipes, sanitary sewer services, water services, public utility lines and other utility installations to the outlets and such component parts of air conditioning piping as are contained within the perimeter or interior walls, floors or ceilings of each Unit shall be a part of each Unit and not a part of the Common Elements.

Except as otherwise provided by the Act, no Unit Owner shall, by deed, Plat or otherwise, combine or subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

4.02 Certain Structures Not Constituting Part of a Unit. Except as a tenant-in-common with all other Unit Owners so served, no Unit Owner shall own any pipes, wires, conduits, public utility lines, ducts or structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings or perimeter or interior walls of the Unit.

ARTICLE V

Common Elements

5.01 Ownership of the Common Elements: Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit A and by this reference made a part hereof as though fully set forth herein. Said

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ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit A. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated.

5.02 Use of the Common Elements: Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit. Such rights to use and possess the Common Elements including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the By-Laws herein and the rules and regulations governing the use, occupancy and control of the Common Elements as more particularly provided in the By-Laws. The Board shall have the authority to assign spaces in or to lease or to grant licenses or concessions with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws, including specifically, but not by way of limitation, the common parking areas.

5.03 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 bona fide 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.

5.04 No Partition of Common Elements or Units. There shall be no partition of the Common Elements and/or Units through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

5.05 Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners at their expense, provided that the Transfer may be made only in accordance with the Condominium Instruments and the provisions of the Declaration executed by all Unit Owners who are parties to the transfer and consented to by all other Unit Owners who have any right to use any Limited Common Elements affected. The Amendment shall contain a certificate showing that a copy of the Amendment has been delivered to the Board. The Amendment shall contain a statement from the parties involved in the transfer which sets forth any changes in the parties' proportionate shares. If the parties cannot agree upon a reapportionment of

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their respective shares, the Board shall decide such reapportionment. No transfer shall become effective until the Amendment has been recorded.

ARTICLE VI

Expenses, Mortgages, Taxes, Insurance

6.01 Common Expenses: Each Unit Owner shall pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws or otherwise lawfully agreed upon (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act.

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

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

6.04 Insurance: (a) The Board shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units as more fully provided below in Section 6.04(c). Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Unit Owner in their respective percentages of ownership interest in the Common Elements as established in the Declaration.

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(b)(i) The Board may engage the services of any bank or trust company authorized to do trust Business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be common expense. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed. The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of the Act with respect to the application of insurance proceeds to reconstruction of the Building.

(ii) Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

(c) The Board of Directors shall obtain the following:

(i) Property Insurance. Property insurance (A) on the Common Elements and the units, including the limited Common Elements and except as otherwise determined by the Board of Directors, the bare walls, floors, and ceilings of the unit; (B) providing coverage for special form causes of loss, and; (C) 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. 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

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management agent, and their respective employees and agents and all persons acting as agents. The Unit Owners must be included as additional insured parties, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements. The insurance must cover claims of one or more insured parties against other insured parties.

(iii) Fidelity Bond; Directors and Officers Coverage.

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

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

(C) Contiguous Units; Improvements and Betterments. The insurance maintained by the Association must include the Units, the Limited Common Elements except as otherwise determined by the Board of Directors, and the Common Elements. The insurance need not cover improvements and betterments to the units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

(iv) Common Elements include fixtures located within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed by the developer. Common Elements exclude floor, wall and ceiling coverings. "Improvements and betterments" means all decorating, fixtures and furnishings installed or added to and located within the boundaries of the Unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by Unit Owners.

(v) Deductibles. The Board of Directors of the Association may, in the case of a claim for damage to a Unit or the

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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.

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

(vii) Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections (i) and (ii) must include each of the following provisions.

(viii) 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.

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

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

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

(x) Adjustment of Losses; Distribution of Proceeds. Any loss covered by the property policy must be adjusted by and with the Association. The insurance proceeds for that loss must be payable to the Association, or to an insurance trustee designated by the Association for that purpose. The insurance trustee or the Association must hold any insurance proceeds in trust for Unit Owners and secured parties as their interests may appear. The proceeds must be disbursed first for the repair or restoration of the damaged Common Elements, the bare walls, ceilings and floors of the Units, and then to any improvements and betterments the Association may insure. Unit Owners are not entitled to receive any

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portion of the proceeds unless there is a surplus of proceeds after the Common Elements and Units have been completed repaired or restored or the Association has been terminated as Trustee.

(xi) Certificates of Insurance. Contractors and vendors (except public utilities) doing business with a condominium Association under contracts exceeding \$10,000.00 per year must provide certificates of insurance naming the Association, its Board of Directors and its managing agent as additional insured parties.

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

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

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

(xv) Appraisal. The full, insurable replacement cost of the Property, including the Units and Common Elements shall be determined from time to time (but not less frequently than once in any twelvemonth period) by the Board. The Board shall have the authority to obtain an appraisal by a reputable appraisal company as selected by the Board. The cost of such appraisal shall be a common expense.

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(xvi) Workmen's Compensation and Other Insurance. The Board of Managers shall acquire, as a common expense, Workmen's Compensation Insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board, in its judgment, shall elect to obtain, including, but not limited to insurance for the Association, its officers and manager against liability from good faith actions allegedly beyond the scope of their authority.

(xvii) Waiver. Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

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

(d) Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owner obtained as part of the common expenses as above provided.

The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

ARTICLE VII

Maintenance, Alterations, Decorating

7.01 Maintenance, Repair and Replacements: (a) Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Board as part of the common expenses, subject to the rules and regulations of the Board; provided, that at the discretion of the

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Board, maintenance, repairs and replacements of the Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby and further, at the discretion of the Board, it may direct such Unit Owners in the name and for the account of such Unit Owners to arrange for such maintenance, repairs and replacement, to pay the cost thereof, and to procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

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

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

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

(e) The Board shall have exclusive authority to take, or refrain from taking, any action pursuant to this paragraph 7.01. All expenses which, pursuant to this Paragraph 7.01, are chargeable to any Unit Owner, may be specifically assessed to such Unit Owner and shall be payable to such Unit Owner as prescribed by the Board.

7.02 Alterations, Additions or Improvements: Except as constructed or altered by or with the permission of the Association, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board. The Board may authorize and charge as common expenses (or in the case of Limited Common Elements may charge to the Unit Owner benefited thereby) alterations and

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8.01 Encroachments and Easements: (a) In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit or Common Elements so encroaching so long as all or any part of the building containing such Unit or Common Elements so encroaching 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.

Easements**ARTICLE VIII**

7.03 Decorating: Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. In the event the boundaries of any Unit, as shown on the Plat, are the finished undecorated interior surfaces of the perimeter walls, floors and ceilings thereof, the owner of such Unit shall be entitled to the exclusive use of such surfaces, and such Unit Owner shall maintain such surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board, and each Unit Owner shall have the right to decorate such surfaces from time to time in such manner as he may see fit and at his sole expense. Each Unit Owner shall also keep the patio or balcony which he has the exclusive right to use and occupy free and clear of snow, ice and accumulation of water. Such Unit Owner shall also make all repairs to such balcony or patio caused or permitted by his negligence, misuse or neglect, but all other repairs thereto shall be made by the Board at the common expense. The Board may, but need not, decorate or paint said patios or balconies, or any of them, at the common expense. The use of and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the common expenses.

improvements within his Unit without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Common Elements, or the Property as a result of such alterations, additions or improvements.

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9.01 Sale, Leasing or Other Alienation: (a) Any Unit Owner who desires to sell or lease his Unit (or any lessee of any Unit wishing to assign his lease or sublease such Unit) or any interest therein to any person shall first obtain from the proposed purchaser, lessee or assignee a bona fide offer in writing, setting forth all the terms and conditions of said proposed transaction. If any Unit Owner receives such an offer which he intends to accept, he shall give written notice to the Board of such offer and such intention, stating the name and address of such proposed purchaser, lessee, assignee or sublessee, the terms of the proposed transaction, and such other information as the Board may reasonably require. Said notice shall contain an executed copy of such offer. The giving of such notice shall constitute a warranty and representation by the giver thereof that he believes such offer, and all information contained in such notice, to be bona fide, true and correct in all respects. During the period of twenty (20) days

Sale, Lease or Other Alienation

ARTICLE IX

8.03 Easements to Run with the Land. All easements, covenants 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 upon any Owner, purchaser, mortgagee or other person having interest in the Property, or any part or portion thereof.

8.02 Dedication to Public Body. Upon approval by two-thirds (2/3) of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities. Any action pursuant to this Section 8 must be taken at a meeting of the Unit Owners duly called for that purpose.

(d) 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 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.

(c) All easements and rights described herein are easements appurtenant, running with the land, and shall inure to the benefit 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.

(b) Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, wires and equipment over, under, along and on any part of the Common Elements, as they exist on the date of the recording.

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following receipt by the Board of such written notice, the Board shall have the first right and option to purchase or lease such Unit (or to cause the same to be purchased or leased by the designee or designees, corporate or otherwise, of the Board) upon the same terms and conditions as stated in the aforesaid notice received by the Board. If the Board shall give written notice to the Unit Owner or lessor within said twenty (20) day period, of its election to purchase or lease the Unit (or to cause the same to be purchased or leased by its designee, as aforesaid), then such purchase or lease by the Board, or its designee, shall be closed upon the same terms as such proposed sale or lease.

If the Board shall give written notice to the seller or lessor within said twenty (20) day period that it has elected not to exercise such option, or if the Board shall fail to give notice within said twenty (20) day period that it does not elect to purchase or lease as herein provided, then the proposed sale or lease transaction as described and set forth in the notice to the Board may be contracted for within sixty (60) days after the expiration of said twenty (20) days period. If the seller or lessor fails to contract for such sale or lease within such sixty (60) day period, or if he shall so contract but such sale or lease shall not be consummated pursuant to such contract, then such Unit and all rights with respect thereto shall again become subject to the Board's right of first refusal and option as herein provided.

(b) Any Unit Owner who wishes to make a gift of his Unit or any interest therein, or who wishes to transfer his Unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee, or the assumption of an existing indebtedness, to any person or persons who would not be heirs at law of the Unit Owner under the Rules of Descent of the State of Illinois were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer, shall give to the Board not less than sixty (60) days' written notice of his or her intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer and such other information as the Board shall reasonable require. The members of the Board and their successors in office shall have the first right and option to purchase (or to cause the same to be purchased by the designee or designees, corporate or otherwise, of the Board) said Unit or interest therein for cash at fair market value which shall be determined by arbitration as hereinafter provided in sub-paragraph (d).

(c) In the event that any Unit Owner dies leaving a will devising his or her Unit, or any interest therein, to any person or persons not heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Illinois, and said will is admitted to probate, the members of the Board and their successors in office shall have an option to purchase (or to cause the same to be purchased by the designee or designees, corporation or otherwise, of the Board) said Unit or interest therein from the estate of the deceased Unit Owner, or from the devisee or devisees named in such will if no power of sale is conferred by said will upon the personal representative named

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therein, for cash at fair market value which shall be determined by arbitration as hereinafter provided in subparagraph (d).

(d) Within thirty (30) days after the appointment of a personal representative for the estate of the deceased Unit Owner, or the receipt by the Board of the written notice referred to in sub-paragraph (b) hereof, as the case may be, the Board shall appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the Owner of the Unit to be purchased, or said devisee or devisees, or personal representative, as the case may be. Within ten (10) days thereafter, said Owner, or devisee or devisees, or the personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit or interest therein and shall thereupon give written notice of such determination to the Board and said Owner or devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice; provided, however, that such right to purchase shall expire seven (7) months after the appointment of a personal representative of a deceased Unit Owner who is not empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said Owner or said devisee or devisees or to said personal representative, as the case may be, within said option periods.

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

(f) In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the 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 may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to the liens for failure to pay a share of the common expenses.

(g) If a proposed lease or sublease of any unit is made after compliance with the foregoing provisions, a copy of the lease or sublease as and when

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executed shall be furnished by such lessor or sublessor to the Board, and the lessee or sublessee thereunder shall be bound by and be subject to all of the obligations of the Owner with respect to such Unit as provided in this Declaration, and the lease or sublease shall expressly so provide. The person making any such lease or sublease shall not be relieved thereby from any of his obligations hereunder. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first option shall apply to such Unit.

(h) the Board shall not exercise any option hereinabove set forth to purchase any Unit without the prior written consent of 66-2/3 percent of the Unit Owners. The members of the Board or their duly authorized representatives may bid to purchase at any auction or sale of the Unit or interest therein of any Unit Owner, deceased or living, which said sale is held pursuant to any order or direction of a court upon the prior written consent of 66-2/3 per cent of the Unit Owners, which said consent shall set forth a maximum price which the Board is authorized to bid and pay for said Unit or interest therein.

(i) Where title to any Unit is held by a trust, the bequest, assignment, sale, conveyance or other transfer by a beneficiary of such trust of his or her beneficial interest in such trust (other than as security for a bona fide indebtedness) shall be deemed an assignment, sale, conveyance, devise, or other transfer of the Unit Owner by such a trust.

(j) Where title to any Unit is held by a corporation, or a partnership, the transfer or bequest of fifty percent (50%) or more of the issued and outstanding shares of such corporation, or fifty percent (50%) or more of the interest in such partnership, shall be deemed a transfer or devise of the Unit owned by such corporation or partnership.

(k) The terms of this Paragraph 9.01 and the rights of first refusal provided for shall not be applicable to:

(i) the transfer or conveyance, by operation of law or otherwise, of the interest of a co-owner of any Unit, to any co-owner of any Unit, to any other co-owner of the same Unit, where such co-owners hold title to such Unit as tenants in common or as joint tenants.

(ii) the transfer by sale, lease, gift, devise or otherwise of any unit or interest therein to or for the sole benefit of any spouse, descendant, ancestor or sibling (or the spouse of any such person) of the transferor.

(iii) the execution of a bona fide trust deed, mortgage, or other security instruments.

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(iv) the sale, conveyance or leasing of a Unit by the holder of a mortgage or trust deed who has acquired title to such Unit by foreclosure of a mortgage or trust deed on the Property, or any Unit, existing on the date of this Declaration or in which the mortgagor is the Trustee.

(l) Acquisitions or leasing of Units or interests therein under the provisions of this Paragraph 9.01 shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy a special assessment against each owner in the ratio of his percentage of ownership in the Common Elements bears to the total of all such percentages applicable to Units subject to said special assessment, which assessment shall become a lien and may be perfected and foreclosed in the manner provided in Section 9 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses. The Board, in its discretion, may borrow money to finance the acquisition of a Unit or interest therein which said acquisition is authorized by this paragraph; provided, however, that no financing may be secured by an encumbrance of hypothecation of any portion of the property other than the Unit or interest therein to be acquired.

(m) Units or interests therein acquired pursuant to the terms of this Paragraph 9.01 shall be held of record in the names of the members of the Board and their successors in office or such nominee or entity as the Board shall designate, for the use and benefit of all the Unit Owners in the same proportions that the Board could levy a special assessment under the terms of sub-paragraph (l) hereof. Said Units or interest therein shall be sold or leased by the Board for the benefit of the Unit Owner upon such price and terms as the Board shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and may thereafter be disbursed at such time and in such manner as the Board shall determine.

(n) Upon the written consent of all the members of the Board, any of the rights or options contained in this Paragraph 9.01 may be released or waived and the Unit or interest therein which is subject to right of first refusal set forth in this paragraph may be sold, conveyed, leased, given or devised free and clear of the provisions of this paragraph.

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

(i) with respect to a proposed sale or lease hereunder, that the provisions of this Paragraph 9.01 have been complied with or duly waived by the Board and that the rights of first refusal of the Board have been terminated, if such is the fact;

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(ii) that any conveyance, deed or lease is, by the terms hereof, not subject to the provisions of this Paragraph 9.01, if such is the fact;

and such a certificate shall be conclusive evidence of the facts contained therein.

ARTICLE X

Use and Occupancy

10.01 Use and Occupancy Restrictions: No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in this Declaration.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units or the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the common parking areas, management office, and other special areas shall be used for the purposes approved by the Board.

10.02 Leasing. If any Owner shall desire to lease to, or cause a Unit to be occupied by, a person other than one defined as an "Owner" or members of his immediate family, in addition to the requirements set forth in the Declaration, the lease or occupancy of such Unit shall not exceed six (6) months in duration. If said Unit has not been conveyed or re-occupied by the Owner at the expiration of the initial six (6) month period, then at least thirty (30) days prior to said expiration, the Owner may apply to the Board of Managers for a six (6) month extension. Any application for extension must be in writing and must set forth the reasons for requesting the extension. The Board of Managers shall convene a meeting within thirty (30) days after receipt of notice and shall advise the Owner of the time and place of the meeting and that he will be given an opportunity to appear before the Board of Managers to be heard relative to this request for the extension.

The Board of Managers shall have prepared a transcript of testimony and evidence presented at the meeting and shall decide within seven (7) days whether an extension shall be granted to the Owner. Notice of the Board's decision is to be sent to the Owner and the decision shall be binding on all parties.

If any lease to, or occupancy of a Unit by, a person other than an Owner or his immediately family is made or attempted by any Owner without complying with all provisions of these paragraphs, such lease or occupancy shall be subject to each and every right of the Condominium Association hereunder or at law or in equity in connection therewith.

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Notwithstanding any provision herein to the contrary, an Owner's right to lease his Unit or cause it to be occupied by a person other than the Owner or his immediate family shall be exercised only once during his ownership of said Unit and any subsequent lease to, or occupancy of, said Unit by a person other than the Owner or his immediately family is prohibited.

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

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

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

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

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

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

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

10.04 Flags.

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

(b) A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military

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Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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

(c) Flags may be displayed in accordance with the Rules and Regulations of the Association.

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

(e) A flag pole or mount may not be installed on a portion of the Common Elements. A flag pole or mount may be installed on that portion of the property considered a Limited Common Element that is under the exclusive use and control of an Owner, specifically the balcony, patio, or exterior surface of an Owner's Unit.

(f) In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the flag pole.

10.05 Satellite Dishes. No mast, satellite dish, antennae or other structure for transmitting or receiving messages or programs by radio or televisions shall be erected, permitted or maintained in or upon any part of the Common Elements without the prior written approval of the Board, subject to any Federal, state or local restrictions on the Board's authority and the Rules and Regulations. The Association may contract for cable or satellite TV as provided for herein.

10.06 Pets. No animals, rabbits, livestock, fowl or poultry of any kind, including but not limited to dogs and cats shall be raised, bred or kept in any Unit or upon the Common Elements. Dogs or cats currently owned or in Units as of 1984 shall be allowed for the balance of the pet's life or until the owner vacates the premises, whichever is the first to occur; provided further that such dog or cat is not kept, bred or maintained for any commercial purpose and provided further that at no time shall such dog or cat be on foot on a portion of the Common Elements except the owner's dwelling unit; and provided further that any such dog or cat causing or creating a nuisance or unreasonable disturbance shall be removed from the property upon three days written notice from the Board of Directors. No dog or cat kept in any Unit can be replaced.

10.07 The use maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Elements without the prior consent of the Board

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except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit.

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

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

10.10 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 any annoyance or nuisance to the other Unit Owners or Occupants.

10.11 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 clean of rubbish, debris and other unsightly materials.

10.12 No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board.

10.13 No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, without the prior written consent of the Board or manager or managing agent.

10.14 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 otherwise provided herein.

10.15 There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches, chairs or other personal property on any part of the Common Elements without the prior consent of, and subject to any regulations of, the Board.

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10.16 Each Unit Owner and the Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the officers and members of the Board, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty or any act or neglect referred to in Section 13 hereof, to the extent that such damage is covered by fire or other form of hazard insurance.

10.17 If, due to the act or neglect of a Unit Owner, or of a member of his family or household pet or of a guest of other authorized occupant or visitor 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 which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released under the provisions of Section 12 hereof.

ARTICLE XI

Remedies

11.01 Remedies: In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board, the Board or its agents shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws or said rules and regulations or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this paragraph provided, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the then highest lawful rate per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies

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may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

11.02 Violation of Restriction, etc.: The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration: (a) to enter upon the Unit, or any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the default Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) 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 provided by law.

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

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ARTICLE XII

General Provisions

12.01 Amendment: The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Unit Owners having at least three-fourths (3/4) of the total vote, and certified by the secretary of the Board; provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to such mailing is a part of such instrument.

Notwithstanding the provisions of the foregoing paragraph, if the Act, or this Declaration or the By-Laws, requires the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Unit Owners or all lien holders or both as required by the Act or this Declaration.

The change, modification or rescission, whether accomplished under either of the provisions of the preceding two paragraphs, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of the county wherein the Property is situated or, if required, upon filing in the office of the Recorder of Deeds of Cook County, Illinois; provided, however, that no provisions in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

12.02 Notices: Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Board at the address of the then President of the Board or any Unit Owner at his Unit, Western Springs, Illinois 60558 or at such other address as hereinafter provided. The Board may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notice to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof.

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

12.03 Severability: If any provision of the Declaration or By-Laws or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of the Declaration and By-

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Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

12.04 Perpetuities and Other Rules of Property: If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of the City of Chicago, and the incumbent President of the United States.

12.05 Rights and Obligations: Each purchaser under any contract of a deed of conveyance, 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 Person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trustee or other evidence of obligation, to the rights described in this Paragraph or described in any other part of this Declaration or the By-Laws shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

12.06 General Provisions: (a) 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.

(b) The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class condominium

(c) In the event title to any Unit Ownership is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or

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lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

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Signed and approved this 19th day of June, 20 10.

Susan J. Rehak

Robert E. Wright

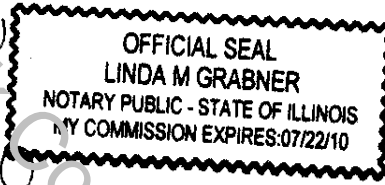
Pamela M. Kuhn

Wayne P. Beyer

Being no less than 2/3rds of the Board of Directors

Subscribed and Sworn to before me this 19th day of June, 2010.

Linda M. Grabner
Notary Public



My Commission Expires: 7-22-2010

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EXHIBIT A

LEGAL DESCRIPTION, PIN NUMBERS AND PERCENTAGES OF OWNERSHIP

LEGAL DESCRIPTION

PARCEL 1:

That part of the Northwest $\frac{1}{4}$ of Section 17 and that part of the Northeast $\frac{1}{4}$ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18; thence South on the East line of said Section 18, 450.5 feet; thence West parallel with the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18, 111.0 feet to the point of beginning; thence continuing West along said parallel line, 287.16 feet; thence South parallel with the East line of said Section 18, 451.38 feet to a North line of Ridgewood Unit 12-B, being a Subdivision in the Northeast $\frac{1}{4}$ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian; thence East along said North line 65.29 feet; thence Southeasterly on an angle of $60^{\circ}-53'-20''$ to the right of a prolongation of the last described course, 75.0 feet, the last described line, also being a Northeasterly line of said Ridgewood Unit 12-B; thence Easterly on an angle of $67^{\circ}-32'-50''$ to the left of a prolongation of the last described course, 442.0 feet to the center line of Wolf Road; thence Northerly on the center line of said Wolf Road, 377.46 feet to a point; thence West parallel with the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18, 200.73 feet; thence North at right angles to the last described course 92.0 feet to the point of beginning, in Cook County, Illinois.

PARCEL 2:

That part of the Northeast $\frac{1}{4}$ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18; thence South along the East line of said Section 18, 450.50 feet; thence West parallel with the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18, 398.16 feet to the point of beginning; thence South parallel with the East line of said Section 18, 451.38 feet to a point on the North line of Lot 5 in Ridgewood Unit 12-B, being a Subdivision in the Northeast $\frac{1}{4}$ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian; thence West along the North line of said Lot 5, 38.51 feet to the Northwest corner of said Lot 5; thence Northerly along an Easterly line of said Ridgewood Unit 12-B and an Easterly line of Ridgewood Unit 12-A, 452.94 feet, to a line which is 450.50 feet South of and parallel with the North line of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 18; thence East along said parallel line 1.59 feet to the point of beginning, in Cook County, Illinois.

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PARCEL 3:

That part of the Northwest quarter of Section 17 and that part of the Northeast quarter of Section 18, Township 38 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of the Northwest quarter of said Section 17; thence North along the West line of Section 17, 379.25 feet for a place of beginning; thence East 113.65 feet to the West right of way line of Wolf Road; thence Northerly along said West right of way line, 26.77 feet; thence Westerly on an angle of 88° 46' made with a prolongation of the last described course, 161.00 feet; thence South and parallel with the West line of Section 17, 7.70 feet; thence East 50.00 feet to the place of beginning, in Cook County, Illinois.

PARCEL 4:

That part of Lot 8 described as follows: Beginning at the Northwest corner of said Lot 8; thence Easterly along the North line of said Lot 8, 140.62 feet to the Northeast corner of said Lot 8; thence South along the East line of said Lot 8, 7.70 feet; thence Westerly 139.92 feet to the place of beginning, all in Ridgewood Unit 12-B, being a Subdivision in the Northeast ¼ of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. NUMBERS AND PERCENTAGE OF OWNERSHIP

(all addresses in Western Springs, Illinois)

<u>P.I.N. Nos.</u>	<u>Street Address</u>	<u>Unit No.</u>	<u>Percentage of Ownership</u>
18-18-201-086-1001	5802 Wolf Road	1	1.66
18-18-201-086-1002	5802 Wolf Road	2	1.60
18-18-201-086-1003	5802 Wolf Road	3	1.77
18-18-201-086-1004	5802 Wolf Road	4	1.60
18-18-201-086-1005	5804 Wolf Road	A1	1.66
18-18-201-086-1006	5804 Wolf Road	A2	1.60
18-18-201-086-1007	5804 Wolf Road	A3	1.77
18-18-201-086-1008	5804 Wolf Road	A4	1.60
18-18-201-086-1009	5804 Wolf Road	B1	1.66
18-18-201-086-1010	5804 Wolf Road	B2	1.60
18-18-201-086-1011	5804 Wolf Road	B3	1.77
18-18-201-086-1012	5804 Wolf Road	B4	1.60
18-18-201-086-1013	5806 Wolf Road	A1	1.66
18-18-201-086-1014	5806 Wolf Road	A2	1.60
18-18-201-086-1015	5806 Wolf Road	A3	1.77
18-18-201-086-1016	5806 Wolf Road	A4	1.60
18-18-201-086-1017	5806 Wolf Road	B1	1.66
18-18-201-086-1018	5806 Wolf Road	B2	1.60

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P.I.N. Nos.	Street Address	Unit No.	Percentage of Ownership
18-18-201-086-1019	5806 Wolf Road	B3	1.77
18-18-201-086-1020	5806 Wolf Road	B4	1.60
18-18-201-086-1021	5808 Wolf Road	1	1.66
18-18-201-086-1022	5808 Wolf Road	2	1.60
18-18-201-086-1023	5808 Wolf Road	3	1.77
18-18-201-086-1024	5808 Wolf Road	4	1.60
18-18-201-086-1025	5810 Wolf Road	A1	1.66
18-18-201-086-1026	5810 Wolf Road	A2	1.60
18-18-201-086-1027	5810 Wolf Road	A3	1.77
18-18-201-086-1028	5810 Wolf Road	A4	1.60
18-18-201-086-1029	5810 Wolf Road	B1	1.66
18-18-201-086-1030	5810 Wolf Road	B2	1.60
18-18-201-086-1031	5810 Wolf Road	B3	1.77
18-18-201-086-1032	5810 Wolf Road	B4	1.60
18-18-201-086-1033	5812 Wolf Road	1	1.66
18-18-201-086-1034	5812 Wolf Road	2	1.69
18-18-201-086-1035	5812 Wolf Road	3	1.77
18-18-201-086-1036	5812 Wolf Road	4	1.69
18-18-201-086-1037	5814 Wolf Road	A1	1.66
18-18-201-086-1038	5814 Wolf Road	A2	1.69
18-18-201-086-1039	5814 Wolf Road	A3	1.77
18-18-201-086-1040	5814 Wolf Road	A4	1.69
18-18-201-086-1041	5814 Wolf Road	B1	1.66
18-18-201-086-1042	5814 Wolf Road	B2	1.69
18-18-201-086-1043	5814 Wolf Road	B3	1.77
18-18-201-086-1044	5814 Wolf Road	B4	1.70
18-18-201-086-1045	5816 Wolf Road	A1	1.66
18-18-201-086-1046	5816 Wolf Road	A2	1.60
18-18-201-086-1047	5816 Wolf Road	A3	1.77
18-18-201-086-1048	5816 Wolf Road	A4	1.60
18-18-201-086-1049	5816 Wolf Road	B1	1.66
18-18-201-086-1050	5816 Wolf Road	B2	1.60
18-18-201-086-1051	5816 Wolf Road	B3	1.77
18-18-201-086-1052	5816 Wolf Road	B4	1.60
18-18-201-086-1053	5818 Wolf Road	A1	1.66
18-18-201-086-1054	5818 Wolf Road	A2	1.60
18-18-201-086-1055	5818 Wolf Road	A3	1.77
18-18-201-086-1056	5818 Wolf Road	A4	1.60
18-18-201-086-1057	5818 Wolf Road	B1	1.66
18-18-201-086-1058	5818 Wolf Road	B2	1.60
18-18-201-086-1059	5818 Wolf Road	B3	1.77
18-18-201-086-1060	5818 Wolf Road	B4	1.60
			100%

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EXHIBIT B AMENDED AND RESTATED BY-LAWS TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR RIDGEWOOD OAKS

ARTICLE I Name And Legal Status

Section 1. The Association shall be known as RIDGEWOOD OAKS CONDOMINIUM ASSOCIATION, an Illinois not-for-profit corporation. The Association shall not be a Master Association as set forth in the Illinois Condominium Property Act, from time to time amended.

Section 2. Ridgewood Oaks Condominium Association (herein called the "Association"), acting through the board, shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Common Elements. The Association shall not engage in or be deemed to be engaged in any business of any kind. Every Owner shall be a member therein, which membership shall automatically terminate upon the sale, transfer or other disposition of such Owner's Unit Ownership, at which time the new Owner shall automatically become a member therein.

ARTICLE II Members (Unit Owners)

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

Section 2. (a) There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take

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any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Elements applicable to his or their Unit Ownership as set forth in Exhibit A.

(b) A Unit Owner may vote by proxy executed in writing by the Unit Owner or by his duly authorized attorney in fact. The proxy must bear the date of execution and, unless the condominium instruments or the written proxy itself provide otherwise, the proxy is invalid after 11 months from the date of its execution.

(c) If a rule adopted at least 120 days before a Board election or the Declaration or By-Laws provide for balloting as set forth in this subsection, Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an Association-issued ballot in person at the election meeting or (ii) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration, By-Laws, or rule. The ballots shall be mailed or otherwise distributed to Unit Owners not less than 10 and not more than 30 days before the election meeting, and the Board shall give Unit Owners not less than 21 days' prior written notice of the deadline for inclusion of a candidate's name on the ballots. The deadline shall be no more than 7 days before the ballots are mailed or otherwise distributed to Unit Owners. Every such ballot must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person casting the ballot the opportunity to cast votes for candidates whose names do not appear on the ballot. A ballot received by the Association or its designated agent after the close of voting shall not be counted. A Unit Owner who submits a ballot by mail or other means of delivery specified in the Declaration, By-Laws, or rule may request and cast a ballot in person at the election meeting, and thereby void any ballot previously submitted by that Unit Owner. If a written petition by Unit Owners with at least twenty percent (20%) of the votes of the Association is delivered to the Board within 14 days after the Board's approval of a rule, the Board shall call a meeting of the Unit Owners within 30 days after the date of delivery of the petition. Unless a majority of the total votes of the Unit Owners are cast at the meeting to reject the rule, the rule is ratified.

Section 3. (a) Meetings. Meetings of the voting members shall be held at the Property at such other place in the county wherein the Property is situated, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having twenty percent (20%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting. Matters subject to affirmative vote of Owners having two-thirds (2/3) or more of the total votes at a meeting duly called for that purpose, shall include, but not be limited to: (i) merger or consolidation of the Association; (ii) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and

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assets of the Association; and (iii) the purchase or sale of land or of Units on behalf of all Owners.

(b) There shall be an annual meeting of the voting members on such date and at such time on the Property as may be designated by written notice of the Board delivered to the voting members not less than 10 (10) days prior to the date fixed for said meeting. One of the purposes of the annual meeting shall be to elect members of the Board.

(c) Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

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

ARTICLE III Board of Directors (Board of Managers)

Section 1. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute a quorum. At each successive annual meeting thereafter members of the Board shall be elected for a term of two (2) years. The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than five (5), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually. Each member of the Board shall hold office until a successor shall have been duly elected and qualified; provided that Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes. Vacancies on the Board due to resignation, removal or death, shall be filled by the remaining members of the Board by two-thirds (2/3) vote until the next annual meeting of the Association or for a period terminating no later than thirty (30) days following the filing of a petition signed by Owners holding twenty percent (20%) of the votes in the Association requesting a meeting of the Association to fill the

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vacancy for the balance of the term. A meeting of the Association shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by the Owners holding twenty percent (20%) of the votes in the Association requesting such a meeting. Except as otherwise provided in the By-Laws, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists.

Section 2. Meetings of the Board may be called, held and conducted in accordance with such rules and regulations as the Board may adopt. Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of common expenses; however, any vote on these matters shall be taken at a meeting or portion thereof open to an Owner. Any Owner may record the proceedings of meetings, or portions thereof, required to be open by the Condominium Property Act by tape, film or other means, subject to such reasonable rules and regulations as the Board may prescribe. Notice of such meetings shall be mailed or delivered to Board members at least forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by the person or person entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board shall be posted at such places as the Board may designate at one or more location in the proximity of those Units where the notices of meetings shall be posted. The Board shall meet at least four (4) times annually. A majority of the total members on the Board shall constitute a quorum.

Section 3. The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board, a Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

Section 4. Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

Section 5. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board,

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such documents shall be signed by the President or any Vice-President and countersigned by the Secretary or any Assistant Secretary or the Board.

Section 6. Special meetings of the Board may be called by or at the request of the President or any member 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 7. The Board shall have the following additional powers and duties:

- (a) To engage the services of a manager or managing agent who shall manage and operate the Property for all the Unit Owners upon such terms and with such authority as the Board may approve;
- (b) To formulate policies for the administration, management and operation of the Property;
- (c) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, maintenance, operation, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Unit Owners, and to amend such rules and regulations from time to time;
- (d) To provide for any construction, alteration, installation, maintenance, repair, painting, and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit and/or Limited Common Elements, causing as little inconvenience to the Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;
- (e) To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (f) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses as hereinafter provided;
- (g) To pay out of the maintenance fund hereinafter provided for, the following:
 - (i) Water, sewer, waste removal, electricity and other necessary utility services for the Common Elements and (if not separately metered or charged) for the Units.

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(ii) The services of a manager or managing agent or any other person or firm employed by the Board.

(iii) The maintenance, repair and replacement of the Common Elements.

(iv) Such insurance as may be required by the Declaration.

(v) Pay real 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, which are authorized by law to be assessed and levied upon the real property of the Association. The Board, acting on behalf of all Owners, shall have the power to seek relief from or in connection with the assessment or levy of real property taxes, special assessments and any other special taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed against and levied upon the Common Elements. In addition, the Board may act on behalf of all Owners in connection with any other matter where the respective interests of the Owners are deemed by the Board to be similar and non-adverse to each other.

(vi) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law which in its opinion shall be necessary or proper for the maintenance and operation of the property as a first class condominium community complex or for the enforcement of the Declaration, By-Laws, rules and regulations or any applicable statute.

(vii) 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 valid lien against the Property or against the Common Elements, rather than merely against the interest therein of a particular Owner. Where one or more Owners (or the Occupants of his or their Units) are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs (including attorney's fees) incurred by the Board by reason of such lien shall be specially assessed to such Owners, regardless of whether such lien is later determined to be false, fraudulent or bona fide.

(h) To bid for and purchase any Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for common expenses under the Act, or at a sale pursuant to an order or direction of a court, or other involuntary sale, upon

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the consent or approval of Unit Owners owning not less than two-thirds (2/3) in the aggregate in interest of the undivided ownership of the Common Elements;

(i) To adopt such reasonable rules and regulations and Amendments thereto as it may deem advisable for the maintenance, operation, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of the Property, after a meeting of the Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations and which conforms to the procedural requirements for the calling of a regular or special meeting of the Association. No quorum is required at this meeting of Owners. No rule or regulation shall 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. Written notice of the adoption of such rules and regulations shall be given to all Owners and Occupants.

(j) To lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the discretion of the Board and the terms of the Declaration and these By-Laws.

(k) To assign the Association's right to future income, including the right to receive common expense assessments.

(l) To record the granting of an easement for the laying of cable television cable pursuant to the Declaration and these By-Laws.

(m) To impose for late payments on an Owner's proportionate share of the common expenses, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws, and rules and regulations of the Association.

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

(o) Nothing hereinabove contained shall be construed to limit the powers and duties of the Board as set forth in Not-For-Profit Corporation Act, and the powers and duties the set forth in these By-Laws shall be construed as a clarification and, where permissible, an expansion of such statutory powers and duties.

(p) Upon reasonable notice, the Board or its agents may enter any Unit when necessary in connection with any construction, maintenance, testing or inspection for which the Board is responsible under the Declaration, these By-Laws or otherwise. The Board or its agents may likewise enter any deck for construction, maintenance, pests and vermin control, testing or inspection. Such entry shall be made with as little inconvenience to the Owner as possible and any damage caused thereby shall be repaired by the Board out of the maintenance fund as a common expense; provided

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that, if any Owner fails or refuses to permit such access to his Unit, the Owner shall be solely responsible for any damage caused by such forced entry. In the event of an emergency, no notice is required from the Board to obtain entry.

(q) Maintenance and repair any unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the common Elements or any other portion of the Building, and a Unit Owner of any Unit who has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Unit Owner, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair;

(r) To reasonably accommodate the needs of a handicapped Unit Owner as required by the Human Rights Act (775 ILCS, 511-101, et seq.) in the exercise of its powers with respect to the use of Common Elements or approval of modifications in an individual Unit.

(s) To exercise all other powers and duties of the Board of Managers or Unit Owners as a group referred to in the Declaration, these By-Laws or the Condominium Property Act of the State of Illinois.

ARTICLE IV Assessments

Section 1. Each year on or before December 1st, 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 15th notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof. The annual budget shall also take into account the estimated net available cash income, if any, for the year from the operation or use of the Common Elements. Said "estimated cash requirement" shall be assessed to the Unit Owners according to each Unit Owner's percentage of ownership in the Common Elements as set forth in Exhibit A attached to the Declaration. Each Unit Owner shall receive at least thirty (30) days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each Unit Owner shall be obligated to pay to the Board or as it may direct, one-twelfth (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 Unit 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 Unit Owner's percentage of ownership in the Common

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Elements to the next monthly installments due from Unit Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Unit Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

Section 2. If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, charge the deficiency against existing reserves, or may levy a further assessment which shall be assessed against all Units subject to assessment in the manner provided in Section (a) above. The Board shall serve notice of such further assessment on all Owners in the manner provided herein for a budget in Section (a) above, and such further assessment shall become effective with the monthly installment which is next due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.

Section 3. If an adopted Annual Budget or special assessment as provided for in this Article requires assessments against the Unit Owners in a fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written petition by Unit Owners with 20% of the votes of the Association filed within 14 days of the Board action, shall call a Special Meeting of the Unit Owners within 30 days of the date of filing of the petition to consider the Annual Budget. Unless a majority of the votes of the Unit Owners are cast at the meeting to reject the Annual Budget, it shall be deemed to be ratified, whether or not a quorum is present. If a majority of votes of the Unit Owners are cast to reject the Annual Budget at a Special Meeting of the Unit Owners, a meeting of the Board shall be held within 30 days of the date of such Special Meeting to prepare a revised Annual Budget to send to the Unit Owners together with a notice of the meeting of the Board at which adoption of such Annual Budget will be considered.

Section 4. The Board may build up and maintain a reasonable reserve for contingencies and replacements. The accumulation of funds in any such reserve shall, by appropriate resolution of the Board, be designated as capital contributions to the Association or as trust funds held for the benefit of the Unit Owners. 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 Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed to the Unit Owners according to each Unit Owner's percentage ownership in the Common Elements. The Board shall serve notice of such further assessment on all Unit Owners by a statement in writing giving the amount of reasons therefore, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount.

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Section 5. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owner shall not constitute a waiver or release in any manner of such Unit Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Unit Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and vouchers evidencing the payments shall be available for inspection by any Unit Owner or any representative of a Unit Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, a Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 7. If a Unit Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any provision of any statute or law now or hereinafter 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 charges against the Unit ownership of the Unit Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force when and as provided in the Condominium Property Act of Illinois. Such default shall give the Board the right, in addition to any other rights provided for in the Declaration and these By-Laws, 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 provided by law. 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 Ownership covered by such encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance.

Section 8. No Unit Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or abandonment of his Unit.

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Section 9. Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a notice by the Board of the amount owing by a Unit Owner who has refused or failed to pay his share of the monthly assessment when due shall be superior to the lien of such unpaid common expenses set forth in said notice and to all assessments for common expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid common expenses which are due and payable subsequent to the date when such holder takes possession of the Unit, accepts a conveyance of such Unit, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

ARTICLE V Resale of Unit

In the event of any resale of a Unit by an Owner other than the Declarant such Owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand, the following:

- (a) A copy of the Declaration, By-Laws and any rules and regulations.
- (b) A statement of any liens, assessments due or other charges due and owing.
- (c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.
- (d) A statement of any capital expenditures anticipated by the Association from the Capital Reserve Fund earmarked for any specified project by the Board.
- (e) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.
- (f) A statement of the status of any pending suits or judgments in which the Association is a party.
- (g) A statement setting forth what insurance coverage is provided for all Owners by the Association.

The President of the Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request. A reasonable fee covering the direct out-of-pocket

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cost of providing such information and copying may be charged by the Association or the Board to the Unit Seller for providing such information.

ARTICLE VI Availability of Records

Section 1. In addition to the provisions contained herein, the Board shall maintain the following records of the Association available for examination at convenient hours of weekdays by the Unit Owners or their First Mortgagees and their duly authorized agents or attorneys:

- (a) the Association's Declaration, By-Laws, and Plats of survey, and all Amendments of these;
- (b) the rules and regulations of the Association, if any;
- (c) if the Association is incorporated as a corporation, the Articles of Incorporation of the Association and all Amendments to the Articles of Incorporation;
- (d) minutes of all meetings of the Association and its Board of Directors for the immediately preceding seven (7) years;
- (e) all current policies of insurance of the Association;
- (f) 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;
- (g) a current listing of the names, addresses, and weighted vote of all Owners entitled to vote;
- (h) ballots and proxies related to ballots for all matters voted on by the Unit Owners of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; and
- (i) 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.

Section 2. Any Unit Owner shall have the right to inspect, examine, and request copies for a reasonable fee, the records described in subparagraphs (a) – (e) of Section 1, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, the Unit Owner must submit a written request to the Board, or its authorized agent, stating with particularity the records sought to be examined. Upon paying a reasonable fee, failure of the Board to make

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

Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraphs (a) – (e) of Section 1 shall be entitled to recover reasonable attorney's fees and costs from the Association.

Section 3. Except as otherwise provided in Section 5, any Unit Owner of the Association shall have the right to inspect, examine, and make copies of the records described in subparagraphs (f) – (i) of Section 1, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office and at a reasonable fee. In order to exercise this right, the Unit Owner must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request. Subject to the provisions of Section 5 failure of the Board to make available all records so requested within thirty (30) business days of receipt of the Unit Owner's written request shall be deemed a denial; provided, however, that if the Association has adopted a secret ballot election process as provided in Section 18 of the Act shall not be deemed to have denied a Unit Owner's request for records described in subparagraph (h) Section 1 if voting ballots, without identifying unit numbers, are made available to the requesting Unit Owner within thirty (30) days of receipt of the Unit Owner's written request. In an action to compel examination of records described in subparagraphs (f) and (i) of Section 1, the burden of proof is upon the Unit Owner to establish that the Unit Owner's request is based on a proper purpose. Any Unit Owner who prevails in an enforcement action to compel examination of records described in subparagraph (f) and (i) of Section 1 shall be entitled to recover reasonable attorney's fees and costs from the Association only if the court finds that the Board acted in bad faith in denying the Unit Owner's request.

Section 4. 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 5. Notwithstanding the provisions of Sections 2 and 3, unless otherwise directed by court order, the Association need not make the following records available for inspection, examination, or copying by its 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 its Board of Directors in a court or administrative tribunal;

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- (c) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board of Directors in a court or administrative tribunal;
- (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 sale, or other transfer of a unit by a Unit Owner other than the requesting Unit Owner.

Section 6. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

ARTICLE VII Amendment of the By-Laws

The provision of these By-Laws may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission in the same manner as provided for in the Declaration for an amendment to the Declaration.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Susan J. Rehak, state that I am the President of the Board of Directors of the Ridgewood Oaks Condominium Association, and that a copy of the foregoing Amendment was either delivered personally to each Unit Owner at the Association or was sent by regular U. S. Mail, postage prepaid, to each Unit Owner in the Association at the address of the unit or such other address as the Owner has provided to the Board of Directors for purposes of mailing notices. I further state that the Unit Owners did not file a petition with the Board, pursuant to the requirements of Section 27(b)(3) of the Illinois Condominium Property Act, objecting to the adoption of this Amendment.

Susan J. Rehak

Subscribed and Sworn to before me
this 19th day of June, 2010.

Linda M Grabner
Notary Public



My Commission Expires: 7-22-2010