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AMENDED AND RESTATED
DECLARATION
OF CONDOMINIUM
OWNERSHIP AND OF
EASEMENTS, RESTRICTIONS,
AND COVENANTS FOR CRYSTAL
TOWERS "A" CONDOMINIUM
ASSOCIATION

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, AND COVENANTS FOR CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

WITNESSETH

WHEREAS, the Association and its Owners are the legal title holders of record of all of the real estate located in the Village of Mount Prospect, County of Cook, and State of Illinois, legally described in Exhibit A attached hereto, and

WHEREAS, the Property has been submitted the Property to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time (hereinafter referred to as the "Act"), and the Association has been established for its own benefit and that of all future Owners or occupants of the Property, or any part thereof (which shall be known as CRYSTAL TOWERS "A" CONDOMINIUM), and certain easements and rights in, over and upon the Property and mutually beneficial restrictions and obligations have been established with respect to the use and maintenance thereof, and

WHEREAS, the Original Declaration intended that the several Owners, mortgagees, occupants and other persons hereafter acquiring any interest in said Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the co-operative aspect of Ownership and to facilitate the proper administration of such Property, and is established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the Property; and

WHEREAS, no less than three-fourths (3/4) of the unit owners have approved this Amended and Restated Declaration pursuant to Article XII, Section 12.07 of the Original Declaration, said approvals attached hereto as Exhibit C. Further, a copy of this Amended and Restated Declaration has been mailed by certified mail to all lienholders of record.

NOW THEREFORE: The Association and its owners, as the legal title holders heretofore described, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

Definitions

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

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- 1.01. Declaration: This Amended and Restated Declaration by which the Property, as herein defined, is submitted to the provisions of the Act, and shall include amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.
- 1.02. Original Declaration: The Declaration first recorded with the Cook County Recorder of Deeds against the Property as Document Number 22520958, as amended from time to time.
- 1.03. Property: All the land, property and space comprising the Property, all improvements and structures constructed or contained therein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and Property intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.
- 1.04. Unit: A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, and designed and intended for independent use as a single-family residential dwelling, and more specifically described hereafter in Article II.
- 1.05. Common Elements: All portions of the Property, except the Units.
- 1.06. Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.
- 1.07. Parking Area: Area provided for parking automobiles as shown on Exhibit A on the Original Plat, and hereinafter described.
- 1.08. Person: A natural individual, corporation, partnership, trustee or other legal person or entity capable of holding title to real Property.
- 1.09. Owner or Unit Owner: The person or persons whose estates or interest, individually or collectively, aggregate fee simple absolute Ownership of a Unit.
- 1.10. Majority or Majority of the Unit Owners: Those Owners, without regard to their number, who own more than fifty percent (50%) in the aggregate of the entire undivided Ownership interest in the Common Elements; any specified percentage of Unit Owners shall mean those Owners who, in the aggregate, own such specified percentage of the entire undivided Ownership interest in the Common Elements. Majority or majority of the members of the Board of Managers means more than fifty percent (50%) of the total number of persons constituting such Board pursuant to this Declaration. Any specified percentage of the members of the Board of Managers means that percentage of the total number of persons constituting such Board.

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1.11. Occupant: Person or persons, other than Owner or Unit Owner in possession.

1.12. Original Plat or Plat: The Plat of Survey of the Property and of all Units in the Property submitted to the provisions of the Act, which was recorded with the Original Declaration as Exhibit A, and by reference only is incorporated herein and made a part hereof.

1.13. Building: The Building constructed, located on the Property and forming part of the Property and containing the Units as indicated by the Plat attached to the Original Declaration as Exhibit A.

1.14. Limited Common Elements: A portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios, storage areas and parking spaces or facilities.

1.15. Name and Location: The name and location of the corporation is Crystal Towers Condominium "A" Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Mount Prospect, Illinois.

1.16. Board: The Board of Managers or the Board of Directors, as the case may be, of Crystal Towers Condominium "A" Association.

1.17. Condominium Property Act or Act: The Condominium Property Act of the State of Illinois as the same may be from time to time amended.

1.18. Meeting of the Board of Managers: Any gathering of a majority of a quorum of the members of the Board of Managers held for the purpose of discussing Board business.

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

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

2.02. Units: Description and Ownership: The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat, attached to the Original Declaration as Exhibit A and incorporated herein by reference only. 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 shall consist of the space enclosed and bounded by the horizontal and vertical planes set

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forth in the delineation thereof as shown on the Plat. An Owner or Owners may, at their own expense, sub-divide or combine Units and locate or relocate Common Elements affected or required thereby, in accordance with the requirements of the Condominium Property Act.

2.03. Certain Structures Not Constituting Part of a Unit: No Unit Owner shall own any pipes, wires, conduits, public utility lines or other 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 interest walls of the Unit, except as a tenant-in-common with all other Unit Owners.

ARTICLE III

Common Elements

3.01. Description: Except as otherwise in this Declaration provided, the Common Elements shall consist of all portions of the Property, except the individual Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, corridors, halls, elevators, stairways, courtyards, entrances and exists, balconies, lobbies, laundry areas, Parking Areas, garage areas, storage lockers or areas, basement, roof, elevators, mail boxes, pipes, ducts, flues, chutes, electrical wiring and conduits, common heating, public utility lines and other utility installations to the outlets, floors, ceilings and perimeter walls not located within the Unit boundaries as shown on the Plat, and structural parts of the Building, including structural columns located within the boundaries of a Unit.

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

3.03 No Partition of Common Elements. There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to condominium Ownership; provided, however, that if any Unit Ownership shall be owned by two or more Co-Owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership as between such Co-Owners.

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

ARTICLE IV

General Provisions as to Units and Common Elements

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

4.02 Use of the Common Elements: Subject to the provisions of Section 4.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, or may be required for the purpose of ingress and egress to, and use, occupancy and enjoyment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, this Declaration and the By-Laws and Rules and Regulations of the Board of Managers (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Managers shall have the authority to lease or rent or grant licenses or concessions with respect to the Parking Area, storage area, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and Rules and Regulations of the Board.

4.03. Maintenance of Common Elements: Common Expenses: Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collectively as "Common Expenses". Such proportionate share shall be in the same ratio of his percentage of Ownership in the Common Elements as set forth in Exhibit B attached hereto. Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or Rules and Regulations of the Board. In the

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event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

4.04. Easements:

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

(b) Balconies and Patios: All balconies and patios, if any, shall be a part of the Common Elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that balcony and patio or those balconies and patios, if any, direct access to which is provided from his respective Unit and which is or are located outside of and adjoining his respective Unit; unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the patios and balconies, the exclusive use and possession whereof extended hereby at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint or otherwise decorate or adorn or change the appearance of any such balcony or patio, in any manner contrary to such Rules and Regulations as may be established by the said Board or Association (hereinafter referred to). In the event any such balcony or patio shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, maintenance and repair of such balcony or patio shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(c) Easements for Utilities: All other public utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment in, to, over, under, along and on any portion of the Common Elements for the purpose of providing the Property with utility services, together with the reasonable right of ingress to and egress from the Property for said purpose. The Board may hereafter grant other or additional easements for utility purposes for the benefit of

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the Property over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for an in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries.

(d) Granting of Easement for Television Cable. Subject to any pre-existing easements, a majority of the Unit Owners at a meeting of Unit Owners duly called for such purpose may authorize the granting of an easement for the laying of cable. In the absence of an easement authorized by Unit Owner vote, a cable company shall have a license, and not an easement, to lay television cable for service to the Units. The grant of such easement shall be according to the terms and conditions of the Village ordinance providing for cable television, if any.

(e) Easements to Run with the Land: All easements and rights described herein are easements appurtenant, running with the land perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortgagee and other persons having any interest in the Property or Property, or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, and mortgagees 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.

4.05. Parking Area; Parking: Any parking area, garage or other portion of the Property allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit. Subject to the foregoing, the Board may determine to grant exclusive or non-exclusive use and possession to designated parking stalls or garage spaces in any portion of the Property allocated in parking purposes to Unit Owners, and the Board may in any event prescribe such Rules and Regulations with respect to such Parking Areas as the Board may deem fit and may, in addition, operate any Parking Areas itself or lease any Parking Areas for operation by others upon such terms as it may deem fit. All revenue received by the Board from any said Parking Areas, less operation expenses thereof, if any, shall be applied in accordance with the By-Laws. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such Rules and Regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit Owner rather than a Common Expense.

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4.06. Storage Areas: Storage areas in the Building outside of the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the Board may deem fit by its Rules and Regulations prescribe.

4.07. Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements as aforesaid.

4.08. Separate Real Estate Taxes:

(a) It is intended and 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.

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

4.09. Utilities: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

4.10. Insurance: Unit Owners: Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal Property therein, and his personal Property stored elsewhere on the Property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in Section 5.09, hereof.

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

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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.

Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Board, 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.

4.11. Maintenance, Repairs and Replacements of Units:

(a) By the Board: The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 2.02 and 2.03, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

(1) all of the maintenance, repairs and replacements within his own Unit and all of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Sections 2.02 and 2.03, provided, however, such maintenance, repair and replacements as may be required for the bringing of water, and/or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as a Common Expense.

(2) 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

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and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown on the Plat, and such Unit Owner shall maintain such portions 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. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner, and the exterior surfaces of such windows shall be cleaned or washed as part of the Common Expenses by the Board at such time or times as the Board shall determine. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the Rules and Regulations of the Board. 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. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

4.12 Negligence of Owner: If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacement 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, subject to the rules, regulations and By-Laws of the Board.

4.13 Joint Facilities: To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the Rules and Regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures.

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4.14 Alterations, Additions and Improvements: Alterations, additions and improvements to the Common Elements shall be made only upon approval of no less than two-thirds (2/3) or more vote of the elected Board of Managers and as more fully provided in the Act.

ARTICLE V

Administration

5.01 Board of Managers; Association: The direction and administration of the Property shall be vested in a Board of Managers consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-Laws hereinafter set forth, acting collectively through the Board, shall be known as the CRYSTAL TOWERS CONDOMINIUM ASSOCIATION, (hereinabove and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the express understanding that the Board is the governing body and agent of the Unit Owners and the Association. The provisions of this Article V and Articles VI and VII below shall constitute the By-Laws of the Board and/or Association, as referred to in the Act. Each member of the Board shall be one of the Unit Owners; provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. The Association shall have only one (1) class of membership.

5.02 Determination of Board to be Binding: Subject to the provisions of the Condominium Property Act, and other provisions of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

5.03 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 contract shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common elements bears to the total percentage interest of all the unit owners in the common elements. Each agreement made by such members or officers or by the managing agent, if any, on behalf of the unit owners or the Association shall

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be executed by such members or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

5.04 Voting Rights:

(a) The total number of votes of all Voting Members shall be one hundred (100), and each Owner shall be entitled to the number of votes equal to the total of the percentage of Ownership in Common Elements applicable to his Unit Ownership as set forth in Exhibit B hereto and shall be entitled to vote on a cumulative voting basis;

(b) Multiple Owners. Where there is more than one Owner of a Unit, if only one of the multiple Owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There shall be presumed to be majority agreement when any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the Owners of the Unit.

5.05 Meetings:

(a) Quorum; Procedure: The presence in person or by proxy of the Unit Owners 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 Association at which a quorum is present upon the affirmative vote of the Unit Owners having a majority of the total votes present at such meeting. Any Unit Owner in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: There shall be an Annual Meeting of the Association on the third Monday of April of each succeeding, at 7:00 o'clock P.M. on the Property, or at such other reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Unit Owners no less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting.

(c) Special Meetings: Special meetings of the Association may be called at any time for the purpose of considering matters which by the terms of the Condominium Property Act this Declaration require the approval of all or some of the Unit Owners, or for any other reasonable purpose. Said Meetings shall be called by writing notice, authorized by the President of the Association, the Board of Managers, or by Unit Owners having twenty percent (20%) of the total votes.

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(d) Proxies: At membership meetings a Unit Owner may vote by proxy executed in writing by the Unit owner or by his duly authorized attorney in fact. The proxy shall be invalid after eleven (11) months from the date of its execution, unless expressly provided in the proxy. Every proxy must bear the date of execution.

(e) Participation of Contract Purchasers: In the event of resale of a condominium Unit, the purchaser of a Unit from a seller pursuant to an installment contract to purchase, shall, during such times as he or she resides in the Unit, be counted towards a quorum for purposes of election of members of the Board of Managers at any meeting of the Unit Owners called for purposes of electing members of the Board, shall have the right to vote for the election of members of the Board of Managers, to be elected to and serve on the Board of Managers unless purchaser both be counted towards a quorum, be permitted to vote for a particular office and be elected and serve on the Board. Satisfactory evidence of an installment contract shall be made available to the Association or its agent. For purposes of this subparagraph "installment contract" shall have the same meaning as set forth in Section 1(e) of "An Act Relating to Installment Contracts to Dwelling Structures", approved April 11, 1967 as amended.

5.06 Notices of Meetings: Notices of meetings required to be given herein may be delivered either personally or by mail to the Unit Owner at the address given by him or her to the Board, or to the Unit of the Unit Owner if no address has been given the Board. Written notice of any membership meeting shall be mailed or delivered as herein provided giving Unit Owners no less than ten (10) and no more than thirty (30) days notice of the time, place and purpose of such meeting.

5.07 Board of Managers; Election; Meetings:

(a) Board of Managers; Elections; Meetings: At each Annual Meeting, the Unit Owners shall, by a majority of the total votes present at such meeting, elect at large a Board of Managers for the forthcoming year, consisting of five (5) Owners. Board members may serve multiple and successive terms without limitation. At the first annual meeting following the effective date of this Declaration, the three (3) Directors receiving the highest number of votes shall be elected to a two-year term, and the next two (2) Directors shall be elected to a term of one year. Thereafter, the Board of Managers shall serve, without compensation, for a term of two (2) year or until their successors shall have been elected and qualified.

(b) Counting of Election Ballots: A candidate for election of the Board of Managers or such candidate's representative shall have the right to be present at the counting of ballots at such election.

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(c) Vacancies: The remaining members of the Board may fill a vacancy by a two-thirds (2/3) vote until the next annual meeting of Unit Owners or for a period terminating no later than thirty (30) days following the filing of a petition signed by Unit Owners holding twenty percent (20%) of the votes of the Association requesting a meeting of the Unit Owners to fill the vacancy for the balance of the term. If such a petition is filed, then a meeting of the Unit Owners shall be called for the purpose of filling the vacancy on the Board no later than thirty (30) days following the filing of the petition.

(d) Quorum: Three (3) members shall constitute a quorum of the Board. Except as otherwise provided in this Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and concluded in accordance with such rules and regulations as the Board may adopt.

(e) Open Meetings: Meetings of the Board shall be open to any Unit Owner except for the portion of any meetings 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 of Managers finds that such an action is probably or imminent (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of Common Expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Unit Owner. Any Unit Owner may record the proceedings at meeting or portions thereof required to be open by tape, film or other means. The Board may prescribe reasonable rules and regulation to govern the right to make such recording. 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 persons entitled to such notice before the meeting is convened. In addition, copies of notices of meetings of the Board of Managers shall be posted in entranceways, elevators or other conspicuous places in the condominium at least forty-eight (48) hours prior to the meeting of the Board of Managers except where there is no common entranceway for seven (7) or more Units, the Board of Managers may designate one or more locations in the proximity of these Units where the notices of meetings shall be posted.

(f) The Board shall elect from among its members the following officers:

1. President, who shall preside at all meetings; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

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2. Vice-President, who shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

3. Secretary, who shall records the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of the meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

4. Treasurer, who shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Managers; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant who shall be chosen by the Board at the end of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to its members.

(g) Any Board Member may be removed from office by the affirmative vote of the Unit Owners 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 majority vote of the Unit Owners at the same meeting or any subsequent meeting called for that purpose.

(h) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Association and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Member, delivered personally or by mail or telegram. Any Board Member may in writing waive his right to notice of a meeting, or consent to the holding of a meeting without notice.

(i) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

(j) The Board shall meet at least four (4) times annually and on such day as the Board deems necessary.

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5.08 General Powers of the Board: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) To administer the affairs of the Association and the Property;
- (c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 5.10 below);
- (d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;
- (e) The Board may adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and amend such rules and regulations from time to time subject to the requirements of Section 5.11;
- (f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers of the manager or managing agent;
- (g) To provide for the delegation, hiring and removal of employees and other personnel, including accounts, 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 the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);
- (h) 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;
- (i) Upon authorization by a two-thirds (2/3) vote of the members of the Board of Managers or by the affirmative vote of the Unit Owners having more than one-half (1/2) of the total votes, at a meeting duly called for such purpose, 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 or levied upon the Unit Owners. In addition, the Board may act on behalf of all Unit Owners in connection with any

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other matter where the respective interests of the Unit Owners are deemed by the Board to be similar and not adverse to each other. The cost of such services shall be a common expense;

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

(k) The Board shall have the authority to impose charges for late payment of a Unit Owner's proportionate share of the Common Expenses, or any other expenses lawfully agreed upon, and after notice and a opportunity to be heard, may levy reasonable fines for violations of the Declaration, By-Laws and rules and regulations of the Association;

(l) The Board shall have the right to assign its future income, including the right to receive Common Expenses;

(m) The Board shall have the right to record the granting of easements for the laying of cable television cable where authorized by Unit Owners holding a majority of more than fifty percent (50%) of the total votes at a meeting of Unit Owners duly called for such purpose. The granting of such easement shall be in accordance with the terms and conditions of any local ordinance providing for cable television in the municipality;

(n) The Board of Managers shall require that all officers, employees or other persons who either handle or are responsible for funds held or administered by the Association shall furnish a fiduciary bond which covers the maximum amount of funds that will be in the custody of the Association plus the Association reserve fund, the premium cost of which shall be paid by the Association;

(o) The Board shall have the authority to engage the services of a managing agent;

(p) The Board of Managers shall have such additional authority as is authorized by the Condominium Property Act, the Declaration or By-Laws;

(q) In the performance of their duties, the officers and members of the Board of Managers are required to exercise the care required by a fiduciary of the Unit Owners;

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

(i) Merger or consolidation of the Association.

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- (ii) The sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and
- (iii) The purchase or sale of land or of units on behalf of all unit owners.

(s) The Association shall have no authority to forebear the payment of assessments by any unit owner.

5.09 Specific Powers of the Board: The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided the following:

(a) Utility Service for Common Elements: Waster, water removal, electricity, and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charged, for the Units);

(b) (i) Property Insurance. Property insurance (i) on the common elements and the units, including the limited common elements and except as otherwise determined by the Board, the bare walls, floors, and ceilings of the unit; (ii) providing coverage for special form causes of loss, and; (iii) in a total amount of not less than the full insurable replacement cost of the insured property, less deductibles, but including coverage for the increased costs of construction due to building code requirements, at the time the insurance is purchased and at each renewal date.

(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 management agent (if any), 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

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to protect funds in the custody or control of the Association, plus the Association reserve fund.

(B) The Board must obtain Directors and Officers liability coverage at a level deemed reasonable by the Board. Directors and Officers liability coverage must extend to all contracts and other actions taken by the Board 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.

(iv) 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, and the Common Elements. The insurance need not cover improvements and betterments to the units installed by Unit Owners, but if improvements and betterments are covered, any increased cost may be assessed by the Association against the Units affected.

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

(v) Deductibles. The Board may, in the case of a claim for damage to a Unit or the Common Elements, (i) pay the deductible amount as a common expense; (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit 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) Insured Parties; Waiver of Subrogation. Insurance policies carried pursuant to subsections (a) and (b) must include each of the following provisions.

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

(B) The insurer waives its right to subrogation under the policy against any Unit Owner of the Association

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or members of the Unit Owner's household and against the Association and members of the Board of Directors.

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

(vii) 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.

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

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

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

(xi) 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

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Common Expenses, such Unit Owner may, at his option and expense, obtain additional insurance thereagainst.

(xii) All Unit to Unit damage claims shall be disputed and handled between Unit Owners and their respective insurance companies and/or legal counsel. If the Unit Owner who is responsible for damages does not hold current insurance policy with coverages as described above, the Association will pay for repairs to the Common Elements and charge back the Unit Owner for all costs involved. In the event the Unit Owner does not purchase or procure evidence of insurance upon request by the Board, the Board may, at its sole discretion, to purchase the insurance coverage and charge the premium costs back to the Unit Owner. In no event shall the Board be liable to any person either with regard to decision not to purchase the Unit Owner insurance, or with regard to the timing of its purchase of insurance or the amounts or types of coverage obtained.

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

(xiv) 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.

(xv) Waiver. Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, the Association, its officers, Members of the Board, the Declarant, the managing agent of the building, if any, and their respective employees and agents, for damage to the common elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

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

(c) Wages and Fees for Services: The services for any person or firm employed by the Board, including, without limitation, the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or account services necessary or proper in the operation of the

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Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(d) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but no including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of subsection (i) of this Section 5.09, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment of the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements;

(e) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class building or for the enforcement of this Declaration;

(f) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specifically assessed to said Owners;

(g) Certain Maintenance of Units:

(i) Maintenance and repair of any Unit as provided in this Declaration, and maintenance and repair of any Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Elements, or any portion of the Building and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair.

(ii) The Board or its agents upon reasonable notice may enter any Unit when necessary in connection with any maintenance

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or construction for which the Association is responsible under the Condominium Property Act, Declaration, By-Laws or otherwise. It may likewise enter any balcony or patio for maintenance, repair, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. The Board reserves the right to retain a passkey to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such passkey. In the event of any emergency originating in or threatening any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not.

(h) Capital Additions and Improvements: The Board's power hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) having a total cost in excess of Five Thousand Dollars (\$5,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes. Except with respect to such expenditures as are immediately necessary for the preservation and safety of the Unit Owners or their Property, or which are required by law or which can be paid from the proceeds of insurance received by or for the account of the Board, the Board shall have no authority to approve or authorize any single capital expenditure in excess of \$5,000, or any capital expenditure which, together with other capital expenditure approved during any fiscal year exceeds \$20,000, or any contract for a term of more than three (3) years, unless such expenditure or contract shall have been approved by three-quarters (3/4) of the Unit Owners

The above mentioned \$5,000 and \$20,000 figures shall be increased on the anniversary of the adoption of these Amendments by a percentage equal to the increase in the Consumer Price Index in Chicago, Illinois;

(i) Certain Utility Services in Units: The Board may pay from the maintenance fund for water taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy

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additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

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

5.11 Rules and Regulations: Management:

(a) Rules: The Board may adopt such reasonable rules and regulations and amendments thereto as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property after a meeting of the Unit Owners called for the specific purpose of discussing the proposed rules and regulations, notice of which contains the full text of the proposed rules and regulations 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 Unit Owners. However, no rules or regulations may impair any rights guaranteed under the First Amendment to the Constitution of the United States of Section 4 of Article I of the Illinois Constitution. Subsequent to Board action adopting or amending the rules and regulations, the Board shall give written notice of such rules and regulations to all Owners and Occupants, and the entire Property shall be all times be maintained subject to such rules and regulations.

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

5.12 Documents to be Provided in the Event of a Resale of a Condominium Unit: In the event of any resale of a condominium Unit by a Unit Owner other than the Developer, such Unit Owner may obtain from the Board of Managers for purposes of making available for inspection to prospective purchasers, upon demand, the following:

(a) A copy of the Declaration, By-Laws, other condominium instruments and any rules and regulations.

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

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

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

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

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

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

(h) A statement setting forth whether or not any improvements or alterations made to the Unit, or the Limited Common Elements assigned thereto, by the prior Unit Owners, are in good faith believed to be in compliance with the condominium instruments.

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

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

ARTICLE VI

Assessments – Maintenance Fund

6.01 Preparation of Estimated Budget:

(a) Each year on or before November 15th, 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 replacement. Each Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for capital expenditures for repair or payment of real estate taxes. Each owner shall also receive notice, in the same manner as provided in the Condominium Property Act for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget or any increase, or establishment of a special assessment. Immediately after adoption, the Board shall distribute to each Owner a detailed annual budget, setting forth all anticipated expenses by category as well as all anticipated assessments and

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other income. The budget shall set forth each Owner's common expense assessment. The "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of Ownership in the Common Elements as set forth in Exhibit B attached hereto. On or before January 1st, of the ensuing year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred or paid, together with an indication of what portions were for capital expenditures or payments of real estate taxes and with a tabulations of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of Ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted.

(b) Membership Vote on Budget: If an adopted budget or special assessment requires assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessments for the preceding year, the Board of Managers, upon written petition of Unit Owners with twenty percent (20%) of the votes of the Association filed within fourteen (14) days of the Board action, shall call a meeting of the Unit Owners within thirty (30) days of the date of filing of the petition to consider the budget. Unless a majority of the votes of all of the Unit Owners are cast at the meeting to reject the budget, it shall be deemed ratified whether or not a quorum is present. Separate assessments for expenditures relating to emergencies or mandated by law, may be adopted by the Board without being subject to Unit Owner approval. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

6.02 Reserve for Contingencies and Replacements: The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage Ownership in the Common Elements. Prior to the levying of such further assessment, each Unit Owner shall receive notice, in the same manner as provided for membership meetings, of any meeting of the Board of Managers concerning the adoption of such further assessment. Subsequent to Board action adopting such further assessment, all Owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment

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which is due more than ten (10) days after the delivery or mailing of such notice of further assessment; provided that such further assessment shall be subject to provisions of Section 6.01(b) of this Article. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

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

6.04 Books and Records:

(a) The Board shall keep and maintain the following records or true and complete copies of these records, at the association's principal office:

(i) the Association's Declaration, By-Laws, and plats of survey, and all amendments of these;

(ii) the rules and regulations of the Association, if any;

(iii) the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;

(iv) minutes of all meetings of the Association and its Board of Directors for the immediately preceding seven (7) years;

(v) all current policies of insurance of the Association;

(vi) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;

(vii) a current listing of the names, addresses, and weighted vote of all members entitled to vote;

(viii) ballots and proxies related to ballots for all matters voted on by the members 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

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(ix) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

(b) Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (i), (ii), (ii), (iv), and (v) of Subsection (a) of this Section 6.04, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Association's Board of Directors or its authorized agent, stating with particularity the records sought to be examined.

(c) Except as otherwise provided in Subsection (e) of this Section 6.04, any member of an association shall have the right to inspect, examine, and make copies of the records described in subdivisions (vi), (vii), (viii), and (ix) of Subsection (a) of this Section 6.04, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Association's Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

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

(e) Notwithstanding the provisions of Subsection (e) of this Section 6.04, unless otherwise directed by court order, the following records are not available to inspection, examination, or copying by members:

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

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

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

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

(v) documents provided to an association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member

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

6.06 Remedies for Failure to Pay Assessments: If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, the Board, or its agent, shall have the authority, for and on behalf of itself and said Association and as the representative of all other Unit Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, these By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments, specifically including the right to take possession of any such Unit Owner's interest in the Property and specifically including the right to maintain for the benefit of all other Unit Owners an action for possession in the manner prescribed in the Forcible Entry and Detainer Act. In addition, if an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Board, or its agents, may bring suit for and on behalf of itself and as representative of all other Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in this Declaration, the Members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by or on behalf of any bank, insurance company or savings and loan Association shall be subject to priority after written notice to said encumbrancer of unpaid Common Expenses only to the lien of all Common Expenses on the encumbered Unit which become due and payable subsequent to the date said encumbrancer either takes possession of the Unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board setting forth the unpaid Common Expenses with respect to the Unit covered by his encumbrance, and, unless the request shall be complied with within twenty (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. Any encumbrancer holding a lien on a Unit may pay any unpaid Common Expenses payable with respect to such Unit and upon such Payment such encumbrances shall have a lien on such Unit for the amounts paid at the same rank as the lien of his encumbrance.

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In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of common expense or of any other expenses required to be paid hereunder when due, such rights and remedies shall include the right to take possession of such defaulting Owner's interest in the Property, to maintain for the benefit of all other Owners in action for possession in the manner prescribed by Article IX of the Code of Civil Procedure and to execute leases of such defaulting Owner's interest in the Property and apply the rents derived therefrom against such expenses.

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

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

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

(a) Purpose: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

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

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

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(d) Exterior Exposure of Building: Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio 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.

(e) Pets: No animals, rabbits, livestock, reptile or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Elements.

(f) Nuisances: No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board, an annoyance or nuisance to the other Owners or Occupants.

(g) Impairment of Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. 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 judgment of the Board, an unreasonable disturbance to others.

(h) Laundry or Rubbish: No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board.

(i) Lounging or Storage in Common Elements: There shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, vehicles, toys, benches or chairs on any part of the Common Elements, except that baby carriages, bicycles and other personal Property may be stored in a storage area designated for the purpose, and balcony and patio areas may be used for their intended purposes, and the lounge or lounge areas may be utilized for such purposes and in such manner as may be provided by rules and regulations by the Board of Managers of said Association.

(j) Prohibited Activities and Signs: No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising e maintained or permitted by any Owner on any

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part of the Property or in any Unit therein. The right is hereby given to the Board or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Board.

(k) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(l) Parking Area: That part of the Common Elements identified in Exhibit A attached hereto as Parking Area shall be used by the Owners for parking purposes, subject to the exclusive rights of the respective Unit Owners.

(m) 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 Unit Owner or Resident to return the modification(s) to its original condition at Unit Owner's expense upon sale or transfer of Unit Ownership.

(f) The Board 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.

(n) Certain Personal Professional Activities Permitted: The Unit restrictions in Paragraphs (a) and (j) of this Article VII shall not, however, be construed in such a manner as to prohibit an Owner from (a) maintaining his personal business or professional records or accounts therein; or (b) maintaining

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his personal professional library therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of Paragraph (a) or (j) of this Article VII.

(o) Flags. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component. A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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

(a) The following are the approved guidelines to be followed when displaying American or Military Flags: The flag must be rectangular in shape not to exceed 3 feet by 5 feet in size suspended on a pole (maximum length 65 inches).

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

ARTICLE VIII

Sale, Leasing or Other Alienation

8.01 Sale or Lease: Any Owner who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) to any person not related by blood or marriage to the Owner shall give to the Board of Managers no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee, and his or their financial and character references. The Board, acting on behalf of the other Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease, which option shall be exercisable for a period of forty-five (45) days following the date of receipt of such notice; provided, however, that if the proposed purchase or lease shall be for a consideration which the Board, in its reasonable opinion, deems inconsistent with the then existing bona fide market value of such Unit Ownership, the Board, notwithstanding any other provision herein stated to the contrary, may elect to exercise such option in the manner, within the period, and on the terms set forth in

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Section 8.02 below. If said option is not exercised by the Board within the aforesaid option period or if said option is properly waived, the Owner (or lessee) may, at the expiration of said period (and at any time within sixty (60) days after the expiration of said period) contract to sell or lease (or sublease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein, and, if he fails to close said proposed sale or lease transaction within said sixty (60) days, his Unit Ownership shall again become subject to the Board's right of first option as herein provided. Any person acquiring Ownership of or a lease with respect to any Unit shall be bound by and shall be subject to all of the obligations and all of the terms and provisions herein contained relative to such Unit. With respect to a lease or sublease of any Unit, the lease shall expressly provided that the lessee shall be expressly subject to all of the provisions herein contained. In the event that any Unit Owner or lessee of any Unit shall lease or sublease any Unit, a true and correct copy of such lease or sublease shall be lodged with the Board, and any Unit Owner or lessee of any such Unit making any such lease shall not be relieved thereby from any of his obligations as herein imposed. Upon the expiration or termination of any such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Board's right of first refusal shall again apply to such Unit Ownership. The foregoing provisions with respect to the Board's right of first option as to any proposed sale or lease, as well as the options hereinbelow created in subparagraphs 8.02, 8.03 and 8.04 of this Article VIII shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments to this Declaration. The Board may adopt rules and regulations from time to time, not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

8.02. Gift: Any Owner who wishes to make a gift of his Unit Ownership or any interest therein to any person or persons who would not be heirs at law of the Owner under the Rules of Descent of the State of Illinois were he or she to die within ninety (90) days prior to the contemplated date of such gift, shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Board, acting on behalf of the Unit Owners as hereinafter provided, shall at all times have the first right and option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. With fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten days (10) after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment said third arbitrator, the three (3) arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit Ownership or interest

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therein shall expire forty-five (45) days after the date of receipt by it of such notice. The Board shall be deemed to have exercised its option to purchase if it shall tender the required sum of money (directly or in escrow, pending title clearance) to the Unit Owner within said option period.

8.03 Devise: In the event any Owner dies leaving a Will devising his or her Unit Ownership, or any interest therein, to any person or persons not heirs at law of the deceased Owner under the Rules of descent of the State of Illinois, and said Will is admitted to probate, the Board and their successors in office, acting on behalf of other Unit Owners as hereinafter provided, shall have the like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said Will or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees or 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 arbitrator, 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 Ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board, and said devisees or devisees, or personal representative as the case may be. The Board's right to elect to purchase the Unit Ownership 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 if the personal representative of the deceased Owner is empowered to sell, and shall expire eight (8) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money (directly or in escrow, pending title clearance) to said devisee or devisees or to said personal representative, as the case may be, within the said option period. Nothing herein contained shall be deemed to restrict the right of the Board or its authorized representative, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein.

8.04 Involuntary Sale:

(a) In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall give, before taking possession of the Unit

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sold, thirty (30) days written notice to the Board of his intention so to do, whereupon the Members of the Board of Managers and their successors in office, acting on behalf of the other Unit Owners as hereinafter provided, shall have an irrevocable option to purchase such Unit Ownership 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 (directly or in escrow, pending title clearance) to the purchaser within said thirty (30) day period.

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

8.05 Transfer of Option Rights to Single Unit Owner or Group of Owners: Any right to purchase or lease which the Board may have or obtain under the provisions of this Article may be transferred, with the consent of the Unit Owners, as hereinafter provided, to one or more of the Unit Owners so as to enable the said Unit Owner or Owners to acquire the subject Unit or interest as a personal investment, provided that, the Board is reasonably assured that such Unit Owner or Owners have the financial capacity to undertake such purchase or lease and will fulfill the requirements of said purchase or lease within all stipulated time periods.

8.06 Consent of Voting Members: The Board shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein, or transfer its rights to any single Unit Owner or group of Unit Owners, without the prior written consent of the Voting Members holding at least seventy-five (75%) percent of the voting rights in the Association, and whose Unit Ownerships are not the subject matter of such option. The Board may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court upon the prior written consent of the aforesaid Voting Members, which said consent shall set forth a maximum price which the Board of Managers is authorized to bid and pay for said Unit or interest therein. If the requisite consent is obtained, any of the aforesaid options shall be exercised by the Board of Managers solely for the use and benefit of all Owners, including the minority of Owners not consenting thereto.

8.07 Release, Waiver and Exceptions to Option: Upon the written consent of five (5) of the Board Members, any of the options contained in this Article VIII may be released or waived, and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article.

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

8.09 Financing of Purchase Under Option:

(a) Acquisition of Unit Ownership or any interests therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of Ownership in the Common Elements as set forth in Exhibit B attached hereto bears to the total of all such percentages applicable to Units subject to said assessment (thus, excluding the percentage of any Unit Ownership being the subject of the purchase), which assessment shall become a lien and be enforceable in the same manner as provided in Article VI.

(b) The Board, in its discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or the interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the Members of the Board, a nominee of the Board or by a land trust of which the Board shall be the beneficiary.

8.10 Title to Acquired Interests: Unit Ownerships or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Members of the Board and their successors-in-office, or such nominee as they shall designate, for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the Board in such manner as it shall determine. All proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each Owner in the same proportion in which the Board could levy a special assessment under the terms of Section 8.09(a) above.

8.11 Responsibility of Transferees for Unpaid Assessments: In a voluntary transfer of a Unit, the transferee of the Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefore. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent of the Association, as the case may be, setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferor shall not be liable for, nor shall the Unit conveyed be

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subject to a lien for, any unpaid assessments made by the Association against the transferor in excess of the amount therein set forth.

ARTICLE IX

Damage or Destruction and Restoration of Buildings

9.01 Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within thirty (30) days after said damage or destruction shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article X or to withdraw the Property from the provisions of this Declaration and from the provisions of the Act, as therein provided, then such repair, restoration or reconstruction shall not be undertaken. In the event such repair, restoration or reconstruction is not undertaken, net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Owners according to each Owner's percentage of Ownership in the Common Elements after first paying out of the share of each Owner the amount of any unpaid liens on the Owner's Unit, in the order of the priority of such liens.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred and eighty (180) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

9.02 Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical or horizontal boundaries as before.

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ARTICLE X

Sale of the Property

10.01 Voluntary Sale of Property: The Owners by affirmative vote of at least seventy-five percent (75%) of the total vote, at a meeting of the Unit Owners duly called for such purpose, may elect to sell the Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to affect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board may select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XI

Remedies for Breach of Covenants, Restrictions and Regulations

11.01 Abatement and Enjoyment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 11.02 next succeeding:

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

(b) to enjoin, abate or remedy appropriate legal proceedings, either at law or in equity, the continuance of any breach.

11.02 Involuntary Sale: If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate or breach any of the covenants, By-Laws, restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall re-occur more than once thereafter,

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then the Board shall have the power to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court cost, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 8.04(a) hereof, 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 Property sold subject to this Declaration, and the purchaser shall become a Member of the Association in the place and stead of the defaulting Owner.

ARTICLE XII

General Provisions

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

12.02 Service of Notices on Devisees and Personal Representatives: Notices required or desired to be given to any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party as his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

12.03 Covenants to Run With Land: Each purchaser under Articles of Agreement for Trustee's Deed, or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, lien and charges, and the jurisdiction, 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

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having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

12.04 Non-Waiver of Covenants: 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 or any time lapse.

12.05 Amendments to Declaration: The provisions of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all of the Owners having at least three-fourths (3/4ths) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon recordation of such instrument in the Office of the Cook County Recorder of Deeds, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

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

12.07 Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawsuit lineal descendants of Richard J. Daley, Mayor of Chicago.

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

12.09 Ownership by Trust: In the event title to any Unit Ownership is conveyed to a land title holding trust under the terms of which all powers of management, operation and control of the trust Property remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be 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 liability shall be asserted against any such title holding trustee personally for payment of any claim, lien or obligation or for the performance of any agreement, covenant or

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undertaking hereby created, and the trustee shall not be obligated to sequester funds or trust Property to apply in whole or in part thereon, but the amount thereof shall continue to be a charge in the beneficial interest of any such trust or transfers of title to such Unit Ownership.

12.10 Incorporation of Declaration, By-Laws and Rules and Regulations in Leases: This Declaration of Condominium Ownership and of Easements, Restrictions and covenants, By-Laws and rules and regulations that relate to the use of the individual Unit or the Common Elements shall be applicable to any person leasing a Unit and shall be deemed incorporated in any lease executed or renewed on or after August 30, 1984.

12.11 Conflict with Condominium Property Act: In the event of a conflict between any provision of this Declaration of Condominium Ownership and of Easements, Restrictions and Covenants and By-Laws and any provision of the Condominium Property Act, as amended, the provisions of the Condominium Property Act shall prevail.

ARTICLE XIII

Entire Condominium Development

13.01 Other Condominiums: The Original Developer developed as condominiums, other parcels of real estate situated in the same general area as the Property and situated within:

Lot 1 in the Crystal Towers Condominium Development, being a consolidation of Lot "A" and out Lot "B" of Tally Ho Apartments, a development of part of the Northeast Quarter of the Northeast Quarter of Section 22, Township 41 North Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

And to submit the same to the provisions of the Condominium Property Act of the State of Illinois.

13.02 Recreational and Common Areas: The Developer selected one or more separate parcels of real estate in said Lot 1 for use as a swimming pool and other recreational facilities for common purposes, for the benefit of all of the Owners and Occupants of all Unit in the entire Condominium Development, and to cause said separate parcel or parcels or real estate to be conveyed to an Illinois not-for-profit corporation, to be known as "CRYSTAL TOWERS CONDOMINIUM ASSOCIATION" or a name similar thereto, for the uses, purposes and benefits set forth in this Article XIII.

13.03 Corporate Association: There has heretofore been created an Illinois not-for-profit corporation having the name "CRYSTAL TOWERS CONDOMINIUM

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ASSOCIATION", or a similar name for the purpose of providing or maintaining the swimming pool, and other recreational facilities and certain maintenance services for the benefit of all the Owners and Occupants of all Units in the entire Condominium Development. Each Unit Owner of any Unit in the entire Condominium Development shall be a member of such corporate Association, which membership shall terminate upon the sale or other disposition by such member of his Unit, at which time the new Owner shall automatically become a Member in such corporate Association upon acquiring title to his Unit Ownership. Each such Unit Owner agrees to be bound by and observe the terms and provisions of the corporate Association's Declaration, its By-Laws, and the rules and regulations promulgated from time to time by said corporate Association, its Board of Directors and officers.

13.04 Board of Directors: The Board of Directors of such corporate Association shall be composed of Owner of the separate Condominiums within the entire Condominium Development.

13.05 Common Facilities and Maintenance:

(a) Swimming Pool: The Articles of Incorporation, or By-Laws, or the rules and regulations of such corporation Association shall contain provisions for the maintenance, insurance, upkeep, repair, landscaping, materials, supplies, labor, furniture, structural alteration, services, gardening, cleaning, decorating, replacement and taxation of the swimming pool and all other recreational facilities, if any, available for the common use of all Owners of Units in the entire Condominium Development, and for the levying of assessments on all members for the providing of such moneys as and when may be required, from time to time, for such purposes.

(b) Common Expenses: Notwithstanding any other provision hereincontained to the contrary, it is hereby declared, determined and agreed that such corporate Association may provide the following services related directly to the Common Elements of each Property within the entire Condominium Development for the common benefit of all present and future Owners of Units in the entire Condominium Development: landscaping, gardening, snow removal, scavenger service, maintenance, repair and replacement of all utility conduits and facilities, and maintenance, repair and replacement of driveways, walks and curbs. The cost of providing said services (including any materials necessarily required in connection therewith) described in this paragraph shall be divided equally from time to time into such portions equal in number to the total number of condominium Units subject to and accepted by said corporation Association, and the corporate Association shall from time to time assess each Board of Managers of each Property that sum equal to such portion multiplied by the number of Unit Ownerships within each such Property. The Articles of Incorporation, or By-Laws, or the rules and regulations of such corporate Association shall contain provisions not inconsistent herewith for the purpose of implementing the levying of assessments

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and for the providing of such moneys as and when may be required from time to time, for such purposes. Any sum from time to time assessed against any Board of Managers shall in turn be collected by each such Board of Managers from the Unit Owners within each such Property, in accordance with each such Unit Owner's interest in the Common Elements, and each such Board of Managers shall have all powers hereinabove granted to it for the purpose of enforcing the collection of such assessments.

13.06 Sale of a Condominium: In the event that any one of the Condominium Building contained within the entire Condominium Development shall be sold as a whole, the Owner or Owners acquiring such Condominium Building so sold shall become members of the aforementioned corporate Association; provided, however, that said Owner or Owners shall not own or control nor hold any interest in the aforementioned corporate Association in excess of that share thereof to which all Units in such Condominium Building so sold would otherwise be entitled.

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EXHIBIT A

LEGAL DESCRIPTION

Unit Numbers 101, 102 and 103, 201 to 212, 301 to 312, 401 to 412, 501 to 512, 601 to 612 and 701 to 712 in Crystal Towers Condominium "A", as delineated on the survey of the following described parcel of real estate (hereinafter referred to as "Parcel"): That part of the Northeasterly 170.00 feet of Lot 1 (as measured at right angles to the Northeasterly line of said Lot 1) lying East of a line drawn at right angles to said Northeasterly line of lot 1 through a point on said Northeasterly line 550.0 feet Northwesterly of the Northeasterly corner of said Lot 1 in Crystal Towers Condominium Development, being a consolidation of Lot "A" and Out lot "B" of Tally Ho Apartments, a development of part of the Northeast quarter of the Northeast quarter of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "A" to a certain Declaration of Condominium Ownership made by American National Bank and Trust Company of Chicago, a United States corporation, not personally, but as Trustee under the provisions of a Trust Agreement dated July 27, 1971 and known as Trust Number 75951, and recorded in the Office of the Cook County Recorder of Deeds as Document Number 2520958, as amended from time to time, together with its undivided percentage interest in the common elements, (excepting from said Parcel all the property and space comprising all the units thereof as defined and set forth in said Declaration and survey), in Cook County, Illinois.

Unit	Parcel Number
101	08-22-203-046-1001
102	08-22-203-046-1002
103	08-22-203-046-1003
201	08-22-203-046-1004
202	08-22-203-046-1005
203	08-22-203-046-1006
204	08-22-203-046-1007
205	08-22-203-046-1008
206	08-22-203-046-1009
207	08-22-203-046-1010
208	08-22-203-046-1011
209	08-22-203-046-1012
210	08-22-203-046-1013
211	08-22-203-046-1014
212	08-22-203-046-1015
301	08-22-203-046-1016
302	08-22-203-046-1017
303	08-22-203-046-1018
304	08-22-203-046-1019
305	08-22-203-046-1020
306	08-22-203-046-1021
307	08-22-203-046-1022
308	08-22-203-046-1023

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Unit	Parcel Number
309	08-22-203-046-1024
310	08-22-203-046-1025
311	08-22-203-046-1026
312	08-22-203-046-1027
401	08-22-203-046-1028
402	08-22-203-046-1029
403	08-22-203-046-1030
404	08-22-203-046-1031
405	08-22-203-046-1032
406	08-22-203-046-1033
407	08-22-203-046-1034
408	08-22-203-046-1035
409	08-22-203-046-1036
410	08-22-203-046-1037
411	08-22-203-046-1038
412	08-22-203-046-1039
501	08-22-203-046-1040
502	08-22-203-046-1041
503	08-22-203-046-1042
504	08-22-203-046-1043
505	08-22-203-046-1044
506	08-22-203-046-1045
507	08-22-203-046-1046
508	08-22-203-046-1047
509	08-22-203-046-1048
510	08-22-203-046-1049
511	08-22-203-046-1050
512	08-22-203-046-1051
601	08-22-203-046-1052
602	08-22-203-046-1053
603	08-22-203-046-1054
604	08-22-203-046-1055
605	08-22-203-046-1056
606	08-22-203-046-1057
607	08-22-203-046-1058
608	08-22-203-046-1059
609	08-22-203-046-1060
610	08-22-203-046-1061
611	08-22-203-046-1062
612	08-22-203-046-1063
701	08-22-203-046-1064

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Unit	Parcel Number
702	08-22-203-046-1065
703	08-22-203-046-1066
704	08-22-203-046-1067
705	08-22-203-046-1068
706	08-22-203-046-1069
707	08-22-203-046-1070
708	08-22-203-046-1071
709	08-22-203-046-1072
710	08-22-203-046-1073
711	08-22-203-046-1074
712	08-22-203-046-1075

Property of Cook County Clerk's Office

UNOFFICIAL COPY**EXHIBIT B****PERCENTAGES OF OWNERSHIP**

Unit	Percentages of Ownership
101	1.31
102	1.07
103	1.28
201	1.52
202	1.34
203	1.09
204	1.34
205	1.30
206	1.33
207	1.30
208	1.33
209	1.09
210	1.34
211	1.52
212	1.34
301	1.53
302	1.35
303	1.09
304	1.35
305	1.29
306	1.33
307	1.29
308	1.33
309	1.09
310	1.35
311	1.53
312	1.35
401	1.54
402	1.35
403	1.10
404	1.35
405	1.30
406	1.34
407	1.30
408	1.34
409	1.10

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Unit	Percentages of Ownership
410	1.35
411	1.54
412	1.35
501	1.36
502	1.60
503	1.11
504	1.36
505	1.31
506	1.34
507	1.31
508	1.34
509	1.11
510	1.36
511	1.54
512	1.36
601	1.55
602	1.37
603	1.12
604	1.37
605	1.32
606	1.35
607	1.32
608	1.35
609	1.12
610	1.37
611	1.55
612	1.37
701	1.57
702	1.39
703	1.13
704	1.39
705	1.33
706	1.37
707	1.33
708	1.37
709	1.13
710	1.39
711	1.39
712	1.61

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EXHIBIT C

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, SHARON HANEY, do hereby certify that I am the duly elected and qualified secretary for the Crystal Towers "A" Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for the Crystal Towers "A" Condominium Association was duly approved by three-fourths (3/4) of the Unit Owners, in accordance with the provisions of the Original Declaration.

Date: 2-17-2011

Sharon Haney
Secretary

Subscribed and Sworn to before me this
17 day of February, 2011.

Joyanne Spector Mittlestead
Notary Public



My Commission Expires: 8-22-14

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EXHIBIT D

AFFIDAVIT AS TO MORTGAGEE NOTIFICATION

I, SHARON HANEY, do hereby certify that I am the duly elected and qualified Secretary for the Crystal Towers "A" Condominium Association, and as such Secretary, I am the keeper of the books and records of the Association.

I further certify that the attached Amended and Restated Declaration for the Crystal Towers "A" Condominium Association was mailed by certified mail to all mortgagees having bona fide liens of records no less than ten (10) days prior to the date of this affidavit.

Date: 2-17-2011

Sharon Haney
Secretary

Subscribed and Sworn to before me this
17 day of February, 2010.

Roxanne Spector Mittlesteadt
Notary Public



My Commission Expires: 8-22-14

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Property of Cook County Clerk's Office



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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

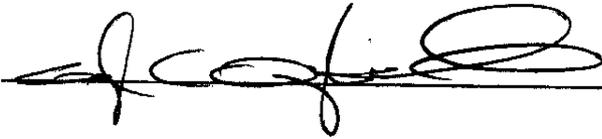
BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:



Property Address: 1717 W. Crystal Ln. , Unit # 103
Mount Prospect, IL 60056

Name and Address of Mortgage Lender (if any)**:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Mark + Stacy Olgowski

Property Address: 1717 W. Crystal, Unit # 202
mt Prospect, IL 60056

Name and Address of Mortgage Lender (if any)***:

Bank of America

Loan Number: 874683901

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

 X I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

 I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Slava Medvin

Property Address: 1717 Crystal Ln, Unit # 203

Name and Address of Mortgage Lender (if any)***:

Metlife

4000 Horizon Way, Suite 100

Irving TX 75063

Loan Number: 0070531082

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Loreto L. Llanos

Property Address: 1717 Crystal Lane, Unit # 204
Mount Prospect, IL 60456-5451

Name and Address of Mortgage Lender (if any)***:

N/A

Loan Number: N/A

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

✓

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

A. G. ...

Property Address:

1717 Crystal Towers, Unit # 205
Mt. Prospect IL

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Midge

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

X I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

_____ I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Thomas Long

Property Address: 1717 Crystal Lane, Unit # 207
MT Prospect, IL 60556

Name and Address of Mortgage Lender (if any)***:

CITI MORTGAGE
1-800-283-7918

Loan Number: 0646800952 H

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

 V I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

 I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

 RAFAL KOWALSK

Property Address: 1717 Crystal Ln. , Unit # 208
 MT. Prospect IL 60056

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

X

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

David Wilkams David Wilkams

Property Address:

1717 W. Crystal Ln., Unit # 209
Mt. Prospect, IL. 60056

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

YES

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Renate Hajloz

Property Address:

1717- CRYSTAL LN., Unit # 210

Name and Address of Mortgage Lender (if any)***:

NONE - PAID OFF

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

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CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

X I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

_____ I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Wanda Spencer

Property Address: 1717 Crystal Ln, Unit # 211

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

X

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Mary Schuchter

Property Address:

1717 CRYSTAL LANE, Unit # 212
MT. PROSPECT, FL 33054

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

✓

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Angela Y. Chan

Property Address: 1717 W. Crystal Lane, Unit # 301
MT. Prospect IL 60056

Name and Address of Mortgage Lender (if any)***:

Wells Fargo Home Mortgage
PO Box 6423
Carol Stream, IL 60197

Loan Number: 0079441044

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Barbara Wicklain

Property Address:

1717 W. Crystal Ln. , Unit # 303A
Mt. Prospect, IL 60056

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY**PROXY/BALLOT FOR****CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION**MEETING OF 2/16/2011, 2010

I, (print name) JUNE WILCZEWSKI, owner of the unit listed below Crystal Towers "A" Condominium Association, do hereby constitute and appoint MARTHA L. MAYER, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held 2/16/2011, 2010, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I AGREE THAT THE PROPOSED AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THAT THE PROPOSED AMENDED AND RESTATED DECLARATION SHOULD PASSED.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 2010.

<p><u>June Wilczewski</u> Signature line</p> <p><u>JUNE WILCZEWSKI</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any):</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	---

Property Address: 1717 W. CRYSTAL LN Unit # 304
MT PROSPECT, Illinois 60056-5454

Percentage of Ownership: 100 %

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

JUNE WILCZEWSKI

Property Address: 1717 W. CRYSTAL LN, Unit # 304
NIT PROSPECT, IL 60056-4544

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

N. Sankaran
Meena Sankaran 1/7/2011

Property Address: 17117 CRYSTAL LANE, Unit # 305

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Eugene + Eleanor Lutowski

Property Address: 1717 Crystal Lane, Unit # 306
Mount Prospect, IL

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

UNOFFICIAL COPY

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

DAGMARA LIPIEN-FIJAL & DAMIAN FIJAL

Property Address: 1717 CRYSTAL LN, Unit # 307
NT. PROSPECT, IL, 60056

Name and Address of Mortgage Lender (if any)***:

PLATINUM HOME MORTGAGE CORPORATION

2200 HICKS ROAD, SUITE 101

ROLLING MEADOWS, ILLINOIS, 60008

Loan Number: 12114370

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

24/01/20 308

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

____ I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

____ I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

RAVON BERNARD

Property Address: 1717 CRYSTAL LN, Unit # 308
MT. PROSPECT, IL 60056

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Don & Jackie Booth

Property Address: 1719 CRYSTAL LAKE, Unit # 310
AT PROSPECT ILL

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

PROXY/BALLOT FOR

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

MEETING OF 2/16/10^{NUM}, 2010

I, (print name) JOHN E BANZAK 309 A, owner of the unit listed below Crystal Towers "A" Condominium Association, do hereby constitute and appoint MRS M. MAYER, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held 2-16-11, 2010, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I AGREE THAT THE PROPOSED AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THAT THE PROPOSED AMENDED AND RESTATED DECLARATION SHOULD PASSED.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the _____ day of _____, 2010.

<p>Signature line _____</p> <p>Printed Name _____</p>	<p>Name and Address of Mortgage Lender (if any):</p> <p>_____</p> <p>_____</p> <p>_____</p>
---	---

Property Address: 1717 W. CRYSTAL Unit # 309 A
MT. PROSPECT, Illinois

Percentage of Ownership: 1.09 %

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

John Banarik

Property Address: 1717 W. CRYSTAL, Unit # 309A

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

Stella 311 UNOFFICIAL COPY

PROXY/BALLOT FOR

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

MEETING OF 2/16/11^{MM}, 2010

I, (print name) STANISLAWA JUSZCZEL, owner of the unit listed below Crystal Towers "A" Condominium Association, do hereby constitute and appoint ... or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held ... 2010, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

[checked] I AGREE THAT THE PROPOSED AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

[unchecked] I DO NOT AGREE THAT THE PROPOSED AMENDED AND RESTATED DECLARATION SHOULD PASSED.

[unchecked] I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the ___ day of ___, 2010.

Table with 2 columns: Signature line (Stanislaw Juszczel) and Printed Name (STANISLAWA JUSZCZEL); Name and Address of Mortgage Lender (if any): MID America Federal Sav. Bank, 1823 Centre Point Circle, Naperville, IL 60566, now PNC Bank

Property Address: 1717 CRYSTAL LN Unit # 311 MT. PROSPECT, Illinois 60056

Percentage of Ownership: 1.53 %

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

STANLEY SEWERYN / STANISLAWA JUSZCZAK

Property Address: 1717 CRYSTAL LN, Unit # 311
MT. PROSPECT IL, 60056

Name and Address of Mortgage Lender (if any)***:

MID America Federal Savings Bank
1823 Centre Point circle
Naperville, IL 60566 now PNC Bank

Loan Number: 0005758946

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

312^A

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Martha Mayer

Property Address: 1717 Crystal Towers, Unit # 312^A

Name and Address of Mortgage Lender (if any)***:

Freedom Mortgage
PO Box 3068
Virginia Beach, VA 23450

Loan Number: 2646479

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

yes

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

[Handwritten Signature]

Property Address:

1712 Crystal Towers, Unit # 1401

Name and Address of Mortgage Lender (if any)***:

None

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

X I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

 I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

BOB & TONI MUSSO

Property Address: 1717 CRYSTAL LANE, Unit # 402A
MT. PROSPECT, IL 60056

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Jamie Jordan Jamie Jordan

Property Address: 1717 W. Crystal Ln., Unit # 403
Mt. Prospect IL 60056

Name and Address of Mortgage Lender (if any)***:

Citibank

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Stanislav Zelen

Property Address: 1717W CRYSTAL LANE, Unit # 405

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

X

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

TOMASZ, REMATA KUOC #

Property Address: 1717 N. CRYSTAL LANE, Unit # 407

Name and Address of Mortgage Lender (if any)***:

CHASE HOME FINANCE

3415 VISION DRIVE

COLUMBUS, OH 43219

Loan Number: 0632840179

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:



Property Address: 1717 CRYSTAL LN, Unit # 408
MT PROSPECT

Name and Address of Mortgage Lender (if any)***:

NONE

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

✓ I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

 I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

TADEUSZ JEDROCHA

Property Address: 1717 CRYSTAL LN, Unit # 4110

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Anna Ferolo

Property Address: 1717 Crystal Ln, Unit # 411 A
MT Prospect Il 60056

Name and Address of Mortgage Lender (if any)***:

N/A

Loan Number: N/A

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

412A

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

David L. Drayner

Property Address: 1717 CRYSTAL LANE, Unit # 412
MT PROSPECT, IL 60056

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Jeung S. Bae

Property Address: 1717 W CRYSTAL, Unit # 501

Name and Address of Mortgage Lender (if any)***:

N/A

Loan Number:

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

X I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

[Signature] I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

[Signature]

Property Address: _____

Unit # 502

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

CECIL ACHESON

Property Address: 1717 CRYSTAL LANE, Unit # 506
MT. PROSPECT

Name and Address of Mortgage Lender (if any)***:

DOVENMUEHLE MORTGAGE INC servicing for ALLIANT CREDIT UNION
1 CORPORATE DRIVE SUITE 360
LAKE ZURICH, IL 60047-8945

Loan Number: 1413201581

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

PROXY/BALLOT FOR

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

MEETING OF _____, 2010

I, (print name) CECIL ACHESON, owner of the unit listed below Crystal Towers "A" Condominium Association, do hereby constitute and appoint _____, or the Board of Directors if no name is specified, as agent for me, and in my name, place and stead, to vote as my proxy at the Association meeting to be held _____, 2010, unless sooner revoked, with full power to cast my vote as if I were then personally present, and authorize my agent to act for me and in my name and stead as fully as I could act if I were present.

In addition to the foregoing, I specifically direct my agent to cast my vote as follows:

I AGREE THAT THE PROPOSED AMENDED AND RESTATED DECLARATION SHOULD BE PASSED.

I DO NOT AGREE THAT THE PROPOSED AMENDED AND RESTATED DECLARATION SHOULD PASSED.

I understand that if I should attend the meeting, I will be entitled to revoke this Proxy/Ballot and will receive a ballot for that meeting only. This proxy will expire eleven (11) months from the date of execution unless revoked prior thereto. The proxy giver's selection(s) will be strictly adhered to as if he or she voted in person.

IN WITNESS WHEREOF, I have executed this proxy on the 15th day of January, 2010.

<p><u><i>Cecil Acheson</i></u> Signature line</p> <p><u>CECIL ACHESON</u> Printed Name</p>	<p>Name and Address of Mortgage Lender (if any): <u>DOVENHUES MORTGAGE INC.</u> <u>SERVICED BY ALLIANT CREDIT UNION</u> <u>1 CORPORATE DRIVE SUITE 300</u> <u>LAKE ZURICH, IL 60047-8945</u></p>
--	--

Property Address: 1717 CRYSTAL LANE Unit # 506
MT. PROSPECT, Illinois

Percentage of Ownership: _____ %

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Jedya

Property Address: _____, Unit # 307

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

 X I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

 I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

 P. DeLuca

Property Address: _____, Unit # 509

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

X I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

_____ I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Taylor

Property Address: _____, Unit # 510

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

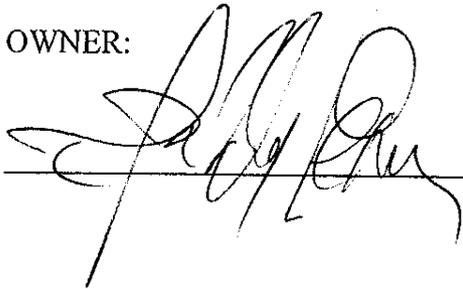
BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

 X I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

 I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:



Property Address: _____, Unit # 511

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.

UNOFFICIAL COPY

CRYSTAL TOWERS "A" CONDOMINIUM ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration of Condominium Ownership for Crystal Towers "A" Condominium Association:

I AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

I DO NOT AGREE THE AMENDED AND RESTATED DECLARATION SHOULD BE ADOPTED.

OWNER:

Barbara Wooden

Property Address: _____, Unit 512

Name and Address of Mortgage Lender (if any)***:

Loan Number: _____

***This information is required in order to notify all lenders of any amendments pursuant to the terms of the Association's Declaration.